

Jackson College Board of Trustees Meeting

Regular Meeting

March 11, 2024 06:30 PM



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(*) Indicates a roll-call item

MISSION DOCUMENTS

MISSION

Together we inspire and transform lives.

VISION

Jackson College is a world-class institution of higher education where learners succeed and community needs are met.

STATEMENT OF BELIEFS

As employees of Jackson College, an innovative institution totally committed to student success (TCS²), **we believe:**

- The success of our students is always our first priority
- We must perform our jobs admirably, giving our best service and support every day, for everyone
- Teamwork is founded upon people bringing different gifts and perspectives
- We provide educational opportunities for those who might otherwise not have them
- In providing employees with a safe and fulfilling work environment, as well as an opportunity to grow and learn
- Our progress must be validated by setting goals and measuring our achievements
- We must make decisions that are best for the institution as a whole
- Building and maintaining trusting relationships with each other is essential
- Competence and innovation are essential means of sustaining our values in a competitive marketplace
- We make a positive difference in the lives of our students, our employees, and our communities
- In the principles of integrity, opportunity and fairness
- We must prepare our students to be successful in a global environment
- Our work matters!

MISSION DOCUMENTS

VALUES

- **Integrity** – We demonstrate integrity through professional, ethical, transparent, and consistent behavior in both our decision-making and in our treatment of others; being accountable for our work and actions is the basis of trust.
- **Caring** – We demonstrate caring through attentive and responsive action to the needs of students and others. We listen with open minds, speak kindly, and foster relationships based on mutual respect and trust.
- **Collaboration** – We demonstrate collaboration through the mutual commitment of individuals and organizations who come together for a common cause, encouraging self-reflection, teamwork, and respect for ourselves and others.
- **Quality** – We demonstrate quality through innovation in the continuous improvement of all processes and services, encouraging students and others to become creative thinkers.
- **Inclusion** – We demonstrate inclusion by seeking involvement and providing access for those with diverse backgrounds to work toward a culture of equality while maintaining differences in a respectful way.
- **Service** – We demonstrate service by striving to make the communities we serve great places to live, work, and learn through our involvement, both as an organization and as individuals.
- **Leadership** – We demonstrate leadership by nurturing the full development of those we serve, identifying and empowering individuals' greatest strengths.

BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024



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>
5:45pm Board Dinner [No Board discussion/decisions] <u>BOARD POLICY:</u> Open Meetings Act – Act 267 of 1976
Description: <p>In accordance with the Michigan's Open Meetings Act (OMA), 1976 PA 267, MCL 15.261 et seq, all public bodies are required to hold their gatherings in public, if a quorum of the board is present.</p> <p>As further clarified in the Open Meetings Act Handbook, prepared by Michigan Department of Attorney General's Office, while the OMA "<i>does not apply to a meeting which is a social or chance gathering or conference not designed to avoid this act,</i>"²⁸ a meeting of a public body must be open to the public. Though no board discussion or decisions are undertaken during the Board's dinner, the Jackson College Board has broadly interpreted this gathering to be a 'meeting of a public body' and, as such, is open to the public, though there is no opportunity for the public's input during this dinner gathering.</p>
Resource Impact:
None
Requested Board Action:
Board members partake in a purely social dinner gathering, prior to the regular Board meeting.
Action Taken:



Roberts Rule of Order for Small Assemblies

Board of Trustees
Jackson College, MI

Parliamentary procedure is a set of rules for conducting orderly meetings of the Board of Trustees that accomplish goals fairly. Excerpts from Robert's Rules of Order Newly Revised – 12th Ed. (RONR), includes provisions for small assemblies (i.e., a grouping of 12 or fewer members). These rules apply to the Board committees as well.

I. General Principles:

RONR provides that Board of Trustees meetings are not to be conducted with the formality of a large assembly, but some general principles apply. Namely:

1. A quorum must be present for business to be conducted.
2. All Trustees have equal rights, privileges and obligations.
3. No person should speak until recognized by the chairperson.
4. Personal remarks or sidebar discussions during debate are out of order.
5. Only one question at a time may be considered.
6. Only one person may have the floor at any one time.
7. Trustees have a right to know what the pending question is and to have it restated prior to a vote being taken.
8. Full and free discussion of every main motion is a basic right.
9. A majority decides a question except when basic rights of members are involved or a rule provides otherwise.
10. Silence gives consent. Those who do not vote allow the decision to be made by those who do vote.
11. The chair should always remain impartial.

II. Unique Components to Small Assemblies:

These rules/exceptions are called the *Rules of Order for Small Assemblies*. However, the following RONR modifications to the Rules for small assemblies are notable and must be adhered to:

1. Members are not required to obtain the floor before speaking or making a motion, which can be done while seated. The chairperson merely recognizes the person.
2. Motions need not be seconded, although the chair should repeat the motion so that the meeting knows what is being talked about and before there is a vote, the proposed resolution should be repeated by the chair unless the resolution is clear. (A long motion should be in writing to assist the chair.)

3. There is no limit on the number of times that a person can speak, although in boards and committees it is not proper for a member to speak if a person who has not spoken wishes to be recognized. It is never proper to interrupt.
4. Informal discussion on a topic is permitted, even though no motion is pending. (It is required, however, to stick to the agenda.)
5. When a proposal is perfectly clear to the assembly, a vote can be taken without a motion having been made, but the chair is responsible for expressing the resolution before it is put to a vote.
6. The chair need not rise while putting questions to a vote.
7. The chair can participate in the discussion and unless there is a rule or custom of the board or committee to the contrary, can make motions and vote.
8. In order to have the benefit of the committee's or board's matured judgment, no motions to close or limit debate (such as "calling the question") are permitted.

III. Amendments:

A "motion to amend" can accomplish one or more of the following: 1) Inserting new language; 2) Striking language; and 3) Striking language in favor of adding new language.

Any motion can be amended by a subsequent motion. If the person who made the original motion consent to the amendment, the amendment is then deemed to be "friendly" amendment and it does not require additional support from another person; additionally, the matter is not subject to debate. If an amendment is not deemed friendly, it does require a person to second the amendment. Such a motion must then be debated and voted upon, before the debate resumes on the original motion.

A person wishing to make an amendment cannot interrupt another speaker. The chair should allow full discussion of the amendment (being careful to restrict debate to the amendment, not the original motion) and should then have a vote taken on the amendment only, making sure the board members know they are voting on the amendment, but not on the original motion.

If the amendment is defeated, another amendment may be proposed, or discussion will proceed on the original motion.

If the amendment carries, the meeting does not necessarily vote immediately on the "motion as amended." Because the discussion of the principle of the original motion was not permitted during debate on the amendment, there may be members who want to speak now on the issue raised in the original motion.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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>
1.0 Call to Order & Pledge of Allegiance of the United States <u>BOARD POLICY:</u> GOVERNANCE PROCESS: GP-13 Special Rules of Order
Description:
Board Chairperson Crist will call all Trustees to Order in preparation for the Board Meeting, followed by a recitation of the Pledge of Allegiance: The Pledge: “I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all”.
Resource Impact:
None
Requested Board Action:
Come to order, stand, and recite the Pledge of Allegiance to the United States.
Action Taken:



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

- 2.0 Adoption of Minutes
- 2.1 Regular Board Meeting of 02.12.24

BOARD POLICY: GOVERNANCE PROCESS: GP-01 Governing Style

Description:

Attached are the minutes of the most recent regular meeting of the Board, for your review and consideration for placement into the formal record of the Jackson College Board of Trustees.

Please note that, by State law, a preliminary draft of these minutes is posted within 8 days of each Board Meeting and are finalized as a permanent record upon Board approval at this, the subsequent board meeting.

Resource Impact:

None

Requested Board Action:

Consideration of the minutes for approval to the formal record of the Board.

Action Taken:



REGULAR MEETING OF THE BOARD OF TRUSTEES

Jackson College

Central Campus, George E. Potter Center, 2nd Floor,
Boardroom

2.12.24

[DRAFT & UNOFFICIAL]

The Regular Meeting of the Board of Trustees of Jackson College was held on Monday, 2.12.24, 6:30pm, at the Central Campus of Jackson College, George E. Potter Center, 2nd Floor, Boardroom.

Board Members Present: Chairperson John Crist, Vice-Chairperson Sheila Patterson, Trustee Matt Heins, Trustee Donna Lake, and Trustee Christopher Simpson.

Board Member Absence: Trustee Phil Hoffman, Trustee Teshna Thomas

Others Present Include: Dr. Daniel Phelan, Keith Everett Book, Dr. Mark Ott, Antoine Breedlove, Bill Abbott, Julie Hand, Ashley Van Heest, Dr. Todd Butler, Billie Dawson, Stephanie Waffle-Stephenson, Tamia Rogers, Kimberly Seaburg, Nicole Cossum Ready, Emily Matko, Zariyah Bowser

Chairperson John Crist called the meeting to order at 6:33PM Eastern Standard Time.

ADOPTION OF MINUTES

The draft minutes of the Regular Board of Trustees date 01.08.24 was reviewed by the Board and moved into the permanent record by Chairperson Crist, on behalf of the Trustees.

DECLARATION OF CONFLICT OF INTEREST

There were no conflicts of interest expressed by Trustees for items appearing on the agenda for the meeting.

OWNERSHIP LINKAGE

PUBLIC COMMENTS:

Chairperson Crist invited attending members of the public (who registered via the form provided at the Board Room door prior to this portion of the agenda) to offer their comments to the Board of Trustees (up to five minutes each). As was also stated on said form, Chairperson Crist reminded those offering comments that the Board does not respond in this setting when the matter presented concerns personnel, student issues, or matters are being addressed through the established grievance or legal processes, or otherwise a subject of review by the Board of Trustees.

Dr. Mark Ott (Current JC Employee – Jackson College Faculty Union Board of Trustees Liaison) – Dr. Ott offered that Licensed Practical Nursing Program was recently recognized as one of the top 10 LPN schools in the State of Michigan by AZEDNEWS – A to Z Education News. He also described that CEO Phelan has been attending portions of actual instructional classes on campus as a response to feedback given last fall from a faculty member, which was commended. Dr. Ott described the College as out of equilibrium due to recent College employee departures, as he reported. Lastly, he proposed that the word “citizens” not be replaced by the word “taxpayers” in the Board’s Governance Process policy GP-00, and that the time limit for individual public speakers at Board meetings should not be reduced from 5 minutes to 3 minutes, as proposed for amendment of the Bylaws.

Tamia Rogers (current student) – Rogers described dissatisfaction with the College COO’s action and manner of denying Rogers’ on-campus housing request for 3 days in between instructional semesters.

BOARD COMMENTS:

Chairperson Crist thanked the individual speaking public for their comments.

Vice-Chairperson Patterson shared her appreciation for Dr. Ott’s presence, as well as that of the attending public. She also shared her need to step down from her position on the Jackson College Foundation Board of Directors due to increased responsibilities in her daily work. CEO Phelan shared the Foundation’s Bylaw language for replacement of a Foundation Board Director. This will be discussed at the 03.11.24 JC Board of Trustees Board meeting.

Trustee Lake shared her enjoyment of the Ultimate Soul of America Concert she attended at the Potter Center.

Trustee Simpson described his enjoyment of the Black Excellence Awards, at which Trustee Thomas and Vice-Chairperson Patterson were both recognized. He also thanked the JC Board and employees for their support following the passing of his mother in January.

Chairperson Crist recognized Vice-Chairperson Patterson and Trustee Thomas for their Black Excellence Awards. He also shared his enjoyment of the Jackson College Sportsman’s Banquet.

OWNERSHIP LINKAGE STATUS:

CEO Phelan reminded the Trustees that their Ownership Linkage calendar will be a topic of the Board’s Spring Planning Session on 04.02.24.

ITEMS FOR DECISION

GOVERNANCE PROCESS ITEMS: Governance Process: GP-00 Governance Commitment – Policy Review

The Board's Governance Process policy GP-00 Governance Commitment was reviewed by the Board for its regularly scheduled review. Chairperson Crist, Trustee Heins, Trustee Thomas, and CEO Phelan proposed amendments for the Board's consideration.

This policy and the definition of the Jackson College owners will be discussed further at the Board's Spring Planning Session on 04.02.24. No action was taken at this Board meeting, leaving in place the current definition of owners as "citizens".

GOVERNANCE PROCESS ITEMS: Governance Process: GP-01 Governing Style – Policy Review

The Board's Governance Process policy GP-01 Governing Style was reviewed by the Board for its regularly scheduled review. Chairperson Crist, Trustee Heins, Trustee Thomas, and CEO Phelan proposed amendments for the Board's consideration.

MOTION BY TRUSTEE HEINS TO APPROVE POLICY GP-01 GOVERNING STYLE AS AMENDED. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

GOVERNANCE PROCESS ITEMS: Board-CEO Delegation: BCD-06 CEO Compensation – Policy Review

The Board's Governance Process policy BCD-06 CEO Compensation was reviewed by the Board for its regularly scheduled review. Chairperson Crist, Trustee Heins, Trustee Thomas, and CEO Phelan proposed amendments for the Board's consideration.

MOTION BY TRUSTEE HEINS TO APPROVE POLICY BCD-06 CEO COMPENSATION AS AMENDED. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

GOVERNANCE PROCESS ITEMS: Bylaws – Policy Review

CEO Phelan offered some amendments to Bylaws item #16 regarding public participation at Board meetings. CEO Phelan described that these amendments more explicitly define the meetings of the Board of Trustees as meetings to conduct business unto the Board itself. They also promote more equity and efficiency in public participation during Board meetings.

Trustee Lake stated that she would prefer to stay with 5 minutes for speakers at the Board meeting. She also asked how group communication would manifest, to which CEO Phelan described a protocol on the Jackson College website.

Trustee Heins shared that he had no issue with 3 minutes, which could be expounded upon as needed. Trustee Simpson described leaving it at 5 minutes. Vice-Chairperson suggested staying with 5 minutes as well.

MOTION BY TRUSTEE LAKE TO APPROVE THE BYLAWS AS AMENDED WITH THE EXCEPTION OF LEAVING THE TIME LIMIT FOR INDIVIDUAL PUBLIC COMMENTS AT 5 MINUTES. TRUSTEES VOTED BY ROLL CALL VOTE:

TRUSTEE HEINS: NO

CHAIRPERSON CRIST: NO

TRUSTEE SIMPSON: YES

VICE-CHAIRPERSON PATTERSON: YES

TRUSTEE LAKE: YES

THE MOTION PASSED, 3:2.

EXECUTIVE LIMITATIONS ITEMS: Executive Limitations: EL-11 Entrepreneurial Activity – Policy Review

The Board's Executive Limitations policy EL-11 Entrepreneurial Activity was reviewed by the Board for its regularly scheduled review. Chairperson Crist, Trustee Heins, Trustee Thomas, and CEO Phelan proposed amendments for the Board's consideration. CEO Phelan emphasized the added reference to the College's League for Innovation membership.

MOTION BY TRUSTEE LAKE TO APPROVE POLICY EL-11 ENTREPRENEURIAL ACTIVITY AS AMENDED. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

EXECUTIVE LIMITATIONS ITEMS: EL-11 Entrepreneurial Activity – Interpretations Review

CEO Phelan presented his interpretation recommendations for policy EL-11 to the Board for their regularly scheduled review.

MOTION BY VICE-CHAIRPERSON PATTERSON TO APPROVE THAT THE BOARD HAS ASSESSED CEO PHELAN'S INTERPRETATIONS OF POLICY EL-11 AND FINDS THAT THEY DEMONSTRATE A REASONABLE INTERPRATION OF THE POLICY. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

Distinguished Service Award Recipient Decision:

The Board considered recommendations for the Board's Distinguished Service Award for 2024. Former Trustee Sam Barnes, who retired from the Board in 2023, will be automatically recognized this year.

In the instance of a Trustee retiree, two Distinguished Service Awards may be given in the same year. Prior to this Board meeting, those being considered for the second award included:

- Frank Dick
- Martha Petry
- Phil Moilanen
- Ric Walton

MOTION BY TRUSTEE HEINS TO APPROVE SAM BARNES AND MARTHA PETRY AS THE 2024 RECIPIENTS OF THE BOARD'S DISTINGUISHED SERVICE AWARDS. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

Crockett Award Recipient Decision:

The Board considered the Foundation's nominee for the Board's Ethelene Jones-Crockett Award for 2024, Mayor Daniel J. Mahoney.

MOTION BY VICE-CHAIRPERSON PATTERSON TO APPROVE MAYOR DANIEL J. MAHONEY AS THE 2024 RECIPIENT OF THE BOARD'S ETHELENE JONES-CROCKETT AWARD. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

Trustee Presenters for Commencement:

The Board chose the following Trustee presenters at the 2024 ceremony for the following:

1. Distinguished Service Award recipients for 2024:
 - Sam Barnes – Trustee Heins will present.
 - Martha Petry – Trustee Lake will present.
2. Ethelene Jones-Crocket Award recipient for 2024
 - Mayor Daniel J. Mahoney – Trustee Simpson will present.

CONSENT / REQUIRED APPROVAL AGENDA

Resolution for Bond Refinancing:

Following the Board's adoption on 10.16.23 of the Bond Resolution authorizing the pursuit to refinance the 2014 refunding bonds, they considered the resolution for the Board to ratify and affirm the acceptance of Piper Sandler & Co.'s offer to purchase the bonds.

CEO Phelan explained that refinancing does not affect the bond rating.

MOTION BY VICE-CHAIRPERSON PATTERSON TO RATIFY AND AFFIRM THE ACCEPTANCE OF PIPER SANDLER & CO.'S OFFER TO PURCHASE THE 2014

REFUNDING BONDS. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

Jackson College, Michigan (the "Issuer")

A regular meeting of the board of trustees of the Issuer (the "Board") was held in the Boardroom of Jackson College, within the boundaries of the Issuer, on the 12th day of February, 2024, at 6:30 o'clock in the p.m. (the "Meeting").

The Meeting was called to order by John M. Crist, Chairperson.

Present: Trustees John M. Crist, Sheila A. Patterson, Matthew R. Heins,
Donna L. Lake, and Christopher A. Simpson

Absent: Trustees Teshna Thomas, Philip E. Hoffman

The following preamble and resolution were offered by Trustee John M. Crist and supported by Trustee Sheila A. Patterson:

WHEREAS:

1. By resolution adopted on October 16, 2023 (the "Bond Resolution"), this Board authorized the issuance of not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) 2024 Refunding Bonds (General Obligation - Limited Tax) (the "Bonds") for the purpose of refunding that portion of the Issuer's 2014 Refunding Bonds which are callable on or after May 1, 2024, and are due and payable May 1, 2025 through May 1, 2030, inclusive (the "Refunded Bonds").

2. In the Bond Resolution, the Issuer authorized the President, Chief Financial Officer or Director of Finance (each an "Authorized Officer") to accept a bid on behalf of this Board for the sale of the Bonds within the parameters set forth in the Bond Resolution.

3. On Wednesday, January 24, 2024, the Issuer received eight (8) bids for the purchase of the Bonds, which were presented to an Authorized Officer for consideration.

4. Based upon the written recommendation of the Issuer's financial consulting firm, an Authorized Officer accepted the offer of Piper Sandler & Co. (the "Purchaser") to purchase the Bonds pursuant to the authority delegated in the Bond Resolution, and the Board desires to ratify and affirm the acceptance of the offer.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Authorized Officer's acceptance of the Purchaser's offer to purchase the Bonds at a purchase price of \$5,296,446.04, which is the par value of the Bonds, plus an original issue premium of \$356,702.35, less the Underwriter's discount of \$25,256.31 is hereby ratified and affirmed. The Bonds shall be issued in the aggregate principal amount of \$4,965,000 and designated 2024 Refunding Bonds (General Obligation - Limited Tax).

2. The Bonds shall be dated February 15, 2024, and shall mature on May 1 of the years 2025 to 2029, inclusive, on which interest is payable commencing November 1, 2024 and semi-annually thereafter on May 1 and November 1 at the rate and in the principal amounts set

forth in Exhibit A. The Bonds shall be initially offered to the public at the initial offering yields as set forth in Exhibit A hereto.

3. Bonds of this issue are not subject to redemption prior to maturity.

4. Blank Bonds with the manual or facsimile signatures of the Chairperson and Vice Chairperson 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.

The Bonds are registered as to principal and interest and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Paying Agent, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the 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 Bond Resolution, 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.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, 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 of 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 satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall 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 sections 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.

5. The Huntington National Bank, Grand Rapids, Michigan, is hereby approved as Escrow Agent under the proposed Escrow Agreement (the "Escrow Agreement") presented to the Board. The Escrow Agreement providing for payment and redemption of the Refunded Bonds is hereby approved. The Chairperson or Vice Chairperson shall execute and deliver the Escrow Agreement substantially in the form presented to the Board with such changes and completions as shall be necessary as determined by Thrun Law Firm, P.C., in order to accomplish refunding the Refunded Bonds in accordance with the law and the Bond Resolution. The Escrow Agent is further authorized to act as the Issuer's Agent, an attorney-in-fact for the purpose of acquiring on behalf of the Issuer the federal securities, if necessary, as defined in the Escrow Agreement to meet the Board's obligations under the Escrow Agreement.

6. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of \$78,982.04 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum shall be deposited in the Debt Retirement Fund for the Bonds.

B. The sum of \$5,217,464.00 from the Bonds, together with funds on hand from the Issuer's General Fund Account in the amount of \$109,200.00, shall be paid to the Escrow Agent and then invested by it as provided in the Bond Resolution and Exhibit C of the Escrow Agreement for payment of principal and interest on the Refunded Bonds. Any funds from the Bond proceeds not used for the Escrow Account shall be deposited in the Debt Retirement Fund for the Bonds.

7. The Issuer hereby designates the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended; provided, however, that to the extent the Prior Bonds were designated by the Issuer as a "qualified tax-exempt obligation" and provided that the other conditions required by the Code to deem all or a portion of the Bonds as designated as "qualified tax-exempt obligations" are satisfied, then only that portion of the par amount of the Bonds that exceeds the par amount of the Prior Bonds are hereby designated as "qualified tax-exempt obligations" under this paragraph and the remaining portion of the Bonds are deemed designated as "qualified tax-exempt obligations." 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 2024 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code.

8. The Chairperson and Vice Chairperson are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the administration of the Issuer be and is hereby authorized and directed to cause said Bonds to be delivered to the Purchaser upon receipt of the purchase price and accrued interest, if any.

9. The Preliminary Official Statement, dated January 12, 2024, is deemed final for purposes of SEC Rule 15c2-12(b)(1), relating to the Bonds and its use and distribution by the Underwriter is hereby authorized, approved and confirmed.

10. An Authorized Officer is authorized and directed to execute and deliver the final Official Statement on behalf of the Issuer. An Authorized Officer is further authorized to approve, execute and deliver any amendments and supplements to the final Official Statement necessary to assure that the statements therein are true, as of the time the Bonds are delivered to the Underwriter, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading. An Authorized Officer is further authorized to execute a Certificate of Issuer to enable the Underwriter to comply with Rule 15c2-12 under the Securities and Exchange Act of 1934 in connection with the offering and sale of the Bonds. In the absence of an Authorized Officer, the Chairperson may execute the above documents.

11. The Chairperson, Vice Chairperson, President, Chief Financial Officer or the Director of Finance, 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.

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

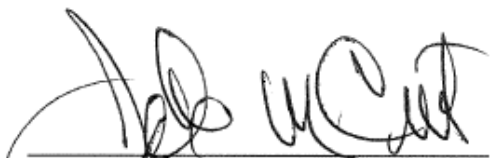
13. The Issuer hereby appoints The Huntington National Bank, Grand Rapids, Michigan, as Paying Agent-Bond Registrar and directs an Authorized Officer to execute for and on behalf of the Issuer a Paying Agent-Bond Registrar Agreement.

14. 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 John M. Crist, Sheila A. Patterson, Matthew R. Heins,
Donna L. Lake, and Christopher A. Simpson

Nays: Trustees None

Resolution declared adopted.


Chairperson, Board of Trustees

The undersigned duly qualified and acting Chairperson 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).


Chairperson, Board of Trustees

CJI/keh

Consideration of JPEC Board Member Nomination:

The Board reviewed the JPEC Academy Board's nomination of Billie Dawson to serve as a new member of the JPEC Board of Governors. Billie noted her name change following her recent marriage, changing her last name to Rajzer. Rajzer introduced herself and explained her reason for interest in JPEC's Board of Governors. The Board thanked her for her interest in serving and welcomed her.

MOTION BY TRUSTEE HEINS APPROVE BILLIE RAJZER TO SERVE AS A NEW MEMBER OF THE JPEC BOARD OF GOVERNORS. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

MONITORING CEO PERFORMANCE

MONITORING CEO PERFORMANCE: EL-01 Treatment of Learners – Evidence Review

CEO Phelan presented the evidence (i.e., monitoring report) for Policy EL-01 Treatment of Learners indicating Full Compliance according to his previously approved interpretations. Trustee Simpson shared his appreciation of the links in the report that allow Trustees to conveniently review items of evidence more fulsomely as needed.

MOTION BY VICE-CHAIRPERSON PATTERSON THAT THE BOARD HAS ASSESSED THE MONITORING REPORT FOR POLICY EL-01 TREATMENT OF LEARNERS AND FINDS THAT IT DEMONSTRATES COMPLIANCE WITH A REASONABLE INTERPRETATION OF THE POLICY. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

MONITORING CEO PERFORMANCE: EL-02 Treatment of Staff – Evidence Review: CEO Phelan presented the evidence (i.e., monitoring report) for Policy EL-02 Treatment of Staff indicating Full Compliance according to his previously approved interpretations. He highlighted the engagement with Vector Solutions that should be in affect any day now and will be communicated out to the employees. This will provide anonymous and advanced offerings to employees and students, with the feedback going directly to the College's attorney. The equally anonymous service of Tipline 411 will remain in effect as well, which is used by students primarily, but remains relevant. He thanked Dr. Clevester Moten and Jennifer Dobbs for their work toward the PACE Surveys results. He also noted the increase of 300% in professional development for the year.

MOTION BY TRUSTEE LAKE THAT THE BOARD HAS ASSESSED THE MONITORING REPORT FOR POLICY EL-02 TREATMENT OF STAFF AND FINDS THAT IT DEMONSTRATES COMPLIANCE WITH A REASONABLE INTERPRETATION OF THE POLICY. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

MONITORING CEO PERFORMANCE: EL-10 Access to Education – Evidence Review: CEO Phelan presented the evidence (i.e., monitoring report) for Policy EL-10 Access to Education indicating Full Compliance according to his previously approved interpretations. He thanked Ashely Van Heest, Dr. Todd Butler, Justin Gaeta, Dan Sullivan, and Cindy Allen for their work on the report. He emphasized the impact of credit for prior learning in keeping with the Governor's initiative if 60% by 2030. He also described how courses that are dropped are either taught out for students or placated with partnerships at other community colleges.

MOTION BY TRUSTEE LAKE THAT THE BOARD HAS ASSESSED THE MONITORING REPORT FOR POLICY EL-10 ACCESS TO EDUCATION AND FINDS THAT IT DEMONSTRATES COMPLIANCE WITH A REASONABLE

INTERPRETATION OF THE POLICY. TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

MONITORING CEO PERFORMANCE: CEO Monitoring Compliance Schedule & Summary:

CEO Phelan provided an update on reports presented to the Board over the preceding 12 months with the compliance status noted. He also provided a schedule of policy, interpretation, and evidence reviews for calendar year 2024, along with the schedule for the Trustee's policy pre-review process.

Chairperson Crist thanked the Board for their participation. Discussion of Board members participating and voting remotely ensued, which may be a possibility in the future via pending legislation.

MONITORING BOARD PERFORMANCE

MONITORING BOARD PERFORMANCE: GP-14 Handling Operational Complaints – Survey Results Review:

Chairperson Crist presented the aggregate responses from Board members to a Self-Evaluation Survey of GP-14 Handling Operational Complaints. Compliance was mutually agreed upon.

Chairperson Crist described for Trustee Simpson that when there is an obvious split in opinion reflected in the survey results, discussions may ensue at the Board meeting in which the surveys are presented, as well as at a future Board meeting and/or Board Planning Session as needed.

MONITORING BOARD PERFORMANCE: GP-15 Handling Alleged Policy Violations – Survey Results Review:

Chairperson Crist presented the aggregate responses from Board members to a Self-Evaluation Survey of GP-15 Handling Alleged Policy Violations. Compliance was mutually agreed upon.

Chairperson Crist pointed out that the matter of a mistaken pay out of CEO Phelan's long-term care account was fully resolved in October of 2022.

INFORMATION REQUEST BY THE BOARD

FY'24 Q2 Financial Statement:

CEO Phelan invited John Globoker to present the FY 2024 Q2 Financial Report for the Board's review. He highlighted the following:

- There has been a change in the way of reporting financials, now represented as more of a cash alignment basis, which are reviewed daily. It does not have the smoothing effect of funds across time as previously followed.
- It has been a strong enrollment year, with BCH goals surpassed for Spring 2024.

- 75% of property tax has been received thus far.
- A balance of 8 payments from state funding remains to be received (3 of 11 have been received).
- The College's engagement of CampusWorks for Process Reimagine and Redesign (PRR) implementation, project management, and FAFSA assistance will have an impact on augmented expenses.
- The College is sitting well on the general fund.
- Globoker explained the new methodology for reporting in the graphs.
- Housing is now at 140, down from 300, which is being closely observed.
- The College is in a healthy cash position for the present and long-term.
- Globoker thanked AJ Fischer for his work in creating the financial reports.

Chairperson Crist noted that the investment in the external investigation will have an impact on the financials. CEO Phelan thanked John Globoker for his leadership.

JC Website: Board Contact Information Follow-up:

At the 01.08.24 regular meeting of the Jackson College Board of Trustees, Vice Chairperson Patterson requested explanations for the following, which were offered at this Board meeting.

1. How does the link on the College's website to Trustee contact information function?
2. Historically, how has Trustee contact information been shared on the College's website?
3. Is it legally advisable for any email address of a Trustee's choosing, not just a Trustee's jccmi.edu email address, to be linked to the JC website?

Also at the 01.08.24 Board meeting, Vice Chairperson Patterson described that emails she had previously been able to view in her jccmi.edu email inbox appeared to be missing. Following her download of the Outlook app to her iPad, the software/device syncing issue was completely resolved.

Vice-Chairperson Patterson described her perspective of how the public should be able to contact the Trustees. Trustee Simpson asked for his contact information to be added to the website. It will remain an option for Trustees to elect, or not elect, to include their direct contact information on the website.

Next Board Meeting Topics – 03.11.24:

CEO Phelan provided the members with a portend of items that are to come at the 03.11.24, Jackson College Board of Trustees Meeting and took agenda suggestions.

Below are currently anticipated topics:

- Policy Review: EL-12 Land Use
- Policy Review: GP-02 Board Job Contributions
- Policy Review: GP-04 Role of Board Chair
- Policy Review: GP-10 Investment in Governance

- Policy Review: BCD-00 Global Board Management Delegation
- Interpretations Review: EL-12 Land Use
- Evidence Review: EL-11 Entrepreneurial Activity
- CEO Monitoring Compliance Schedule & Summary
- Board Survey Review: GP-00 Governance Commitment
- Board Survey Review: GP-01 Governing Style
- Board Survey Review: BCD-06 CEO Compensation
- Consideration of the JC Foundation Board of Directors Vacancy
- Adrian Property Sale Agreement
- General External Investigation Update (to include expenditures incurred thus far) - Requested by Trustee Heins

CEO Phelan described how the College is seeking to improve the level of support JC provides to the Adrian community via the sale of the property that is aging and in need of focused maintenance beyond what JC can provide. The sale will allow JC to lease portions of the property and free up deferred maintenance resources for investment in growing Adrian enrollment. He thanked Ashley Van Heest for her work with these efforts.

SELF-EVALUATION OF GOVERNANCE PROCESS & BOARD PERFORMANCE AT THIS MEETING

Principles of Policy Governance:

Members discussed the Policy Governance principles of monitoring institutional performance, executive limitations, and governance process.

MEETING CONTENT REVIEW

Trustees expressed that the content was sufficient.

ADJOURN

MOTION BY TRUSTEE LAKE “To adjourn.”

TRUSTEES VOTED BY ROLL CALL VOTE: TRUSTEES CRIST, HEINS, LAKE, PATTERSON, AND SIMPSON VOTING AYE. MOTION PASSED UNANIMOUSLY.

Meeting Adjourned at 7:49pm ET.

<p align="center">BOARD OF TRUSTEES MEETING Action & Information Report Board Meeting Date: March 11, 2024</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>3.0 Declaration of Conflict of Interest*</p> <p><u>BOARD POLICY:</u> GOVERNANCE PROCESS: GP-09 Board Code of Conduct</p>
<p>Description:</p> <p>Consistent with Board Policy, By-laws, and the standard of the Fiduciary Duty of Loyalty, this item is placed on the agenda for members to formally consider and disclose any item on the agenda wherein they may have any apparent or actual conflict of interest. This duty standard also requires members to act transparently.</p> <p>Should a conflict be present, it is requested that the member publicly note the item in question to the Board Chairperson and abstain from any action concerning said item.</p> <p>A roll call vote is required for this item.</p>
<p>Resource Impact:</p> <p>None</p>
<p>Requested Board Action:</p> <p>Roll Call Consideration of any actual or perceived conflict of interest with agenda items.</p>
<p>Action Taken:</p>

BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024



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?

4.0 Ownership Linkage

4.1 Public Comments (limit of 5 minutes per person)

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

Description:

This item is placed on the agenda for any citizen to provide comments to the Board of Trustees. This agenda item represents the only period during the Board Meeting wherein persons may address the Board directly. Public comments are limited to five (5) minutes, unless otherwise established at the call of the Board Chair. **Members are not to engage the presenters per Board Policy, though the Board Chair will thank each presenter noting that the Board will take matters presented under advisement.**

The Chairperson should read the following statement prior to persons offering comment, but regardless, is expected to be adhered to by persons wishing to address the Board:

"When addressing the Board, speakers are asked to be respectful and civil. Be advised that, as an on-going practice, the Board does not respond in this Board Meeting setting when the matter presented concerns personnel, student issues, operations, or other matters that are being addressed through the established grievance or legal processes, or otherwise are a subject of review by the Board of Trustees".

Resource Impact:

None

Requested Board Action:

Receive comments from persons wishing to address the Board.

Action Taken:



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

4.0 Ownership Linkage
 4.2 Board & CEO Comments

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

Description:

This item is placed on the agenda for members, as well as the CEO, to make any prefatory comments before engaging in the board agenda and deliberations. As such, members can use this item to offer any comments of a non-action-oriented nature for the edification of other members and/or the CEO.

However, Board Policy and good governance practice suggests that this is not an occasion to make statements to the attending public, as this is a meeting of the Board, not the public. Thus, this item is provided solely an opportunity for sharing items of interest among Trustees.

Resource Impact:

None

Requested Board Action:

Receive non-action item comments from members and/or the CEO.

Action Taken:



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

4.0 Ownership Linkage
 4.3 Ownership Linkage Status

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

Description:

This item is placed on the agenda for Trustees to provide any updates on ownership linkage activity.

Ownership linkage will be discussed fulsomely at the Board's 04.2.24 Spring Planning Session, including:

1. The definition of the Owners of Jackson College, facilitated by the Board's governance coach, Rose Mercier.
2. A comprehensive plan and schedule for linkage with Owners, and ownership groups, beginning with outreach to the Townships.

Resource Impact:

None

Requested Board Action:

Consider updates from Trustees regarding Ownership Linkage progress and planning.



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

5.0 Items for Decision

5.1 Governance Process

5.1.1 GP-02 Board Job Contributions – Policy Review*

BOARD POLICY: GOVERNANCE PROCESS: GP-02 Board Job Contributions

Description:

Enclosed for its regularly scheduled review is policy GP-02. Chairperson Crist, Vice Chairperson Patterson, Trustee Hoffman, and I are recommending some changes for your consideration.

The enclosed version tracks the recommended changes.

Resource Impact:

None

Requested Board Action:

Consideration of amendments to policy GP-02 Board Job Contribution.

Action Taken:



JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: GOVERNANCE PROCESS

Policy Title: Board Job Contributions

Policy Number: GP 02

Date Adopted: 06.08.20

Version: 2.0

Date Last Reviewed: 03.13.23

Responsible Party: Chief Governance Officer

Reviewing Committee: Chairperson Crist,
Vice Chairperson Patterson
Trustee Hoffman

GLOBAL GOVERNANCE PROCESS STATEMENT:

As an informed agent of the Ownership, the Jackson College Board of Trustee's specific job products are those that ensure appropriate organizational performance.

Accordingly, the Board has direct responsibility to create:

1. The link between the Owners and the College.
2. Written governing policies that address the broadest levels of all organizational decisions and situations:
 - 2.1. Ends: What good or benefit the organization is to produce, for which recipients, at what ~~valueth~~ value.
 - 2.2. Executive Limitations: Constraints on executive authority that establish the boundaries of prudence and ethics within which all executive activity and decisions must take place.
 - 2.3. Governance Process: Specification of how the Board conceptualizes, carries out, and monitors its own task.
 - 2.4. Board-Management Delegation: How authority is delegated and its proper use monitored, including the President role, authority, and accountability.
3. Assurance of organizational performance on Ends and Executive Limitations.
 - 3.1. Continuity of the President role and function.
 - 3.2. Structured monitoring of the President as outlined in Board-Management Delegation policies.

~~4. Advocacy on behalf of the College with federal, state, local governing bodies and other public and private entities.~~

4. Ongoing cognizance of federal, state, and local governmental bodies, as well as with other public and private organizations, regarding the immediate and prospective requisites of the College in fulfilling its ENDS.

- 4.1 The Board shall engage in an annual strategic exercise to ascertain and prioritize the College's requirements for representation and advocacy before governmental bodies, as well as public and private institutions.

- 4.2 When deliberating on whether to endorse proposals (or proposed initiatives) submitted by governmental entities, public organizations, or private sector entities, the Board shall apply the following evaluative criteria:

- The likelihood of the proposed initiative impeding the College's ability to achieve the stated ENDS.
- The potential ramifications of the proposed action on the long-term strategic interests of the College.
- The possibility that the proposed initiative could infringe upon, and/or dilute the CEO's vested authority in managing operational Means decisions.
- The maintenance of political neutrality, not adopting political positions or political endorsing candidates.

5. Operational decisions that the Board has prohibited the President from making by its Executive Limitations policies.

- 5.1. Decisions regarding acquisition, encumbering or disposal of land or buildings. [EL-4 item 8]
- 5.2. Decisions regarding individual expenditures that do not meet the conditions in EL-5, item 6.
- 5.3. Decisions regarding change of organizational name or identity in the community. [EL-5 item 11]
- 5.4. Decisions regarding the naming or change of the name of a College building or facility. [EL-5 item 12]
- 5.5. Creation of a subsidiary that does not meet the conditions in EL-5, item 14.
- 5.6. Decisions regarding the President's own compensation and benefits. [EL-6 item 1]

Date Of Change	Version	Description of Change	Responsible Party
06.08.20	1.0	First release following Policy Governance consulting work.	Chief of Staff
4.12.21	2.0	Regular Review	Chief of Staff
4.11.22	2.0	Regular Review – Approved	CEO
3.13.23	2.0	Regular Review – Approved	CEO



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

5.0 Items for Decision

5.1 Governance Process

5.1.2 GP-04 Role of Board Chair – Policy Review*

BOARD POLICY: GOVERNANCE PROCESS: GP-04 Role of Board Chair

Description:

Enclosed for its regularly scheduled review is policy GP-04. Chairperson Crist, Vice Chairperson Patterson, Trustee Hoffman, and I are not recommending any changes at this time.

Resource Impact:

None

Requested Board Action:

Consideration of policy GP-04 Role of Board Chair .

Action Taken:



Governance Process	ENDs
Board – CEO Delegation	Executive Limitations

JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: GOVERNANCE PROCESS

Policy Title: Role of the Board Chair

Policy Number: GP 04

Date Adopted: 06.08.20

Version: 2.0

Date Last Reviewed: 03.13.23

Responsible Party: Chief Governance Officer

Reviewing Committee: Chairperson Crist,
Vice Chairperson Patterson
Trustee Hoffman

GLOBAL GOVERNANCE PROCESS STATEMENT:

The Jackson College Board Chair (i.e., Chief Governance Officer - CGO), a specially empowered member of the Board, assures the integrity of the Board's process.

1. The assigned result of the Board Chair/CGO's job is that the Board behaves consistently within its own rules and those legitimately imposed upon it from outside the organization.
 - 1.1. Meeting discussion content will include only those issues that, according to Board policy, clearly belong to the Board to decide or monitor.
 - 1.2. Information that is neither for monitoring performance nor for Board decisions will be avoided or minimized and always noted as such.
 - 1.3. Deliberation will be timely, fair, orderly, and thorough, but also efficient and kept to the point.
 - 1.4. The Board's Vice-Chair will be sufficiently informed of Board issues and processes to provide continuity in the event of planned or unexpected Board Chair/CGO absences.
2. The authority of the Board Chair consists in making decisions that fall within topics covered by Board policies on Governance Process and Board-Management Delegation, with the exception of (a) employment or termination of a President and (b) instances where the Board specifically delegates portions of this authority to others. The Board Chair/CGO is authorized to use any reasonable interpretation of the provisions in these policies.
 - 2.1. The Board Chair/CGO is empowered to chair Board meetings with all the commonly accepted power of that position, such as ruling and recognizing.
 - 2.2. The Board Chair/CGO is authorized to appoint the members of all Board committees.
 - 2.3. The Board Chair/CGO has no authority to make decisions about policies created by the Board within *Ends* and *Executive Limitations* policy areas. Therefore, the Board Chair/CGO has no authority to independently supervise or direct the President.
 - 2.4. The Board Chair/CGO may represent the Board to outside parties in announcing Board-stated positions and in stating the Board Chair/CGO's decisions and interpretations within the area delegated to the Chair.
 - 2.5. The Board Chair/CGO may delegate this authority, but remains accountable for its use.

Date Of Change	Version	Description of Change	Responsible Party
06.08.20	1.0	First release following Policy Governance consulting work.	Chief of Staff
4.12.21	2.0	Regular Review	Chief of Staff
4.11.22	2.0	Regular Review – Approved	CEO
3.13.23	2.0	Regular Review – Approved	CEO



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

5.0 Items for Decision

5.1 Governance Process

5.1.3 GP-10 Investment in Governance – Policy Review*

BOARD POLICY: GOVERNANCE PROCESS: GP-10 Investment in Governance

Description:

Enclosed for its regularly scheduled review is policy GP-10. Chairperson Crist, Vice Chairperson Patterson, Trustee Hoffman, and I are recommending changes for your consideration.

The enclosed version tracks the recommended changes.

Resource Impact:

None

Requested Board Action:

Consideration of amendments to policy GP-10 Investment in Governance.

Action Taken:



Governance Process	ENDs
Board – CEO Delegation	Executive Limitations

JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: GOVERNANCE PROCESS

Policy Title: Investment in Governance

Policy Number: GP 10

Date Adopted: 06.08.20

Version: 1.0

Date Last Reviewed: 03.13.23

Responsible Party: Chief Governance Officer

Reviewing Committee: Chairperson Crist,
Vice Chairperson Patterson
Trustee Hoffman

GLOBAL GOVERNANCE PROCESS STATEMENT:

Consistent with its commitment to excellence in governance, the Jackson College Board of Trustees will invest in its governance ~~capacity~~competencies.

1. Anyone who is, or is considering becoming a candidate for Trustee shall be provided with information that clearly outlines the role of the Board and the Board's expectations of a Trustee, including the Policy Governance methodology.
2. Board skills, methods, and supports will be sufficient to assure governing with excellence.
 - 2.1. New Trustees shall receive a complete orientation inclusive of an assigned mentor to ensure familiarity with the organization's issues and structure, and the Board's process of governance.
 - 2.2. Trustees shall have ongoing opportunity for continued education to enhance their Policy Governance capabilities.
 - 2.3. Outreach mechanisms will be used as needed to ensure the Board's ability to listen to Owner viewpoints and values.
 - 2.4. Outside monitoring assistance will be arranged so that the Board can exercise sufficient control over organizational performance. This includes, but is not limited to fiscal audit.
3. Costs will be prudently incurred, though not at the expense of endangering the development and maintenance of superior governance capability.
 - 3.1. The Board will establish annually, prior to the budget cycle, an annual budget for its own

governance and related functions, which shall include funds for Board and Board committee meeting costs; Board education, recruitment and orientation; costs of fiscal audit, legal counsel and any other outside monitoring assistance required; and costs of methods such as focus groups, surveys and opinion analyses to ensure the Board's ability to listen to owner viewpoints and values, professional development, travel, etc. The Board shall be accountable for the use of this budget.

4. The Board will use its governance means policies as measurable standards against which the Board's performance can be evaluated.
 - 4.1. The Board will evaluate and discuss the Board's process and performance at each meeting.
 - 4.2. Under the leadership of the Board Chair, at least annually the Board will conduct a self-evaluation. As a result of this evaluation, the Board will establish a governance action plan for improvement of identified areas.
 - 4.2.1. The Board will monitor its adherence to its own Governance Process and Board – President Delegation policies regularly. Upon the choice of the Board, any policy can be monitored at any time. However, at minimum, the Board will monitor its own adherence to them, according to the following schedule:

2024 BOARD POLICY REVIEWING & MONTORING SCHEDULE		
2024 Board Meeting Date	Policy Reviews Due	Monitoring Reports Due
January 8, 2024	<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>Monitor GP-13</u> Special Rules of Order <u>Monitor BCD-02</u> Accountability of the CEO
February 12, 2024	<u>Review GP-01</u> Governing Style <u>Review BCD-06</u> CEO Compensation <u>Review GP-00</u> Governance Commitment	<u>Monitor GP-14</u> Handling Operational Complaints <u>Monitor GP-11</u> Linkage with Ownership <u>Monitor GP-15</u> Handling Alleged Policy Violations
March 11, 2024	<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>Monitor GP-01</u> Governing Style <u>Monitor BCD-06</u> CEO Compensation <u>Monitor GP-00</u> Governance Commitment
April 15, 2024	<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>Monitor GP-02</u> Board Job Contributions <u>Monitor GP-04</u> Role of Board Chair <u>Monitor GP-10</u> Investment in Governance <u>Monitor BCD-00</u> Global Board Management Delegation
May 13, 2024	<u>Review GP-09</u> Board Code of Conduct	<u>Monitor BCD-05</u> CEO Succession <u>Monitor GP-03</u> Board Planning Cycle & Agenda Control <u>Monitor GP-12</u> Board Linkage with External Organizations
June 10, 2024		<u>Monitor GP-09</u> Board Code of Conduct
August 12, 2024	<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 BCD-01</u> Unity of Control <u>Review GP-05</u> Role of Vice Chair <u>Review GP-08</u> Board & Committee Expenses	<u>Monitor BCD-03</u> Delegation to CEO <u>Monitor BCD-04</u> Monitoring CEO Performance
October 14, 2024		<u>Monitor BCD-01</u> Unity of Control <u>Monitor GP-05</u> Role of Vice Chair <u>Monitor GP-08</u> Board & Committee Expenses
November 11, 2024	<u>Review GP-13</u> Special Rules of Order <u>Review BCD-02</u> Accountability of the CEO	

Schedule of Content Review (CR) /Board Self-Evaluation (BSE)				
Number	Policy	Y1 08/20–06/21	Y2 08/21–06/22	Y3-08/22– 06/23
GP-00	Global Governance Commitment			Mar-2023
GP-01	Governing Style	Mar-2021		
GP-02	Board Job Contributions	Apr-2021		
GP-03	Board Planning Cycle and Agenda Control		May-2022	
GP-04	Role of the Board Chair	Apr-2021		
GP-05	Role of the Vice Chair		Oct-2021	
GP-06	Role of Board Secretary		Oct-2021	
GP-07	Board Committee Principles			Sep-2022
GP-07.1	Audit Committee Terms of Reference	Jan-2020		
GP-07.2	Ownership Linkage Committee Terms of Reference			Feb-2023
GP-08	Board and Committee Expenses			Oct-2022
GP-09	Board Code of Conduct	Jun-2021	Jun-2022	Jun-2023
GP-10	Investment in Governance		Apr-2022	
GP-11	Board Linkage with Ownership			Feb-2023
GP-12	Board Linkage with Other Organizations			May-2023
GP-13	Special Rules of Order		Jan-2022	
GP-14	Handling Operational Complaints	Feb-2021		
GP-15	Handling Alleged Policy Violations		Feb-2022	
BMD-00	Global Board Management Delegation			Apr-2023
BMD-01	Unity of Control	Oct-2020		
BMD-02	Accountability of the President			Jan-2023
BMD-03	Delegation to the President	Sep-2020		
BMD-04	Monitoring President Performance		Sept-2021	
BMD-05	President Succession	May-2021		
BMD-06	President Compensation		Mar-2021	

Date Of Change	Version	Description of Change	Responsible Party
06.08.20	1.0	First release following Policy Governance consulting work.	Chief of Staff
03.13.23	1.0	Regular Review - Approved	CEO



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

5.0 Items for Decision

5.1 Governance Process

5.1.4 BCD-00 Global Board Management Delegation – Policy Review*

BOARD POLICY: BOARD-CEO DELEGATION: BCD-00 Global Board
 Management
 Delegation

Description:

Enclosed for its regularly scheduled review is policy BCD-00. Chairperson Crist, Vice Chairperson Patterson, Trustee Hoffman, and I do not have any amendments to recommend at this time.

Resource Impact:

None

Requested Board Action:

Consideration of policy BCD-00 Global Board Management Delegation.

Action Taken:



Governance Process	ENDs
Board – CEO Delegation	Executive Limitations

JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: BOARD-CEO DELEGATION

Policy Title: Global Statement

Policy Number: BCD-00

Date Adopted: 05.11.20

Version: 2.0

Date Last Reviewed: 08.30.23

Responsible Party: Chief Governance Officer

Reviewing Committee: Chairperson Crist,
Vice-Chairperson Patterson &
Trustee Hoffman

GLOBAL BOARD-CEO DELEGATION STATEMENT:

The Board's sole official connection to the operational organization, its achievements and conduct will be through a chief executive officer, titled President & CEO, hereinafter "CEO".

Date Of Change	Version	Description of Change	Responsible Party
05.11.20	1.0	First release following Policy Governance consulting work.	Chief of Staff
8.30.23	2.0	All-policies wide integration of the use of "CEO" (as opposed to "President") and indication of the responsible party as CGO.	Chief Governance Officer



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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>
5.0 Items for Decision 5.2 Executive Limitations 5.2.1 EL-12 Land Use – Policy Review* <u>BOARD POLICY:</u> EXECUTIVE LIMITATIONS: EL-12 Land Use
Description: Enclosed for its regularly scheduled review is policy EL-12. Chairperson Crist, Vice Chairperson Patterson, Trustee Hoffman, and I are not recommending any amendments at this time.
Resource Impact: None
Requested Board Action: Consideration of policy EL-12 Land Use.
Action Taken:



JACKSON COLLEGE BOARD OF TRUSTEES POLICY

Policy Type: EXECUTIVE LIMITATIONS

Policy Title: Land Use

Policy Number: EL 12

Date Adopted: 11.11.19

Version: 3.0

Date Last Reviewed: 3.13.23

Responsible Party: Chief Governance Officer

Reviewing Committee: Chairperson Crist,
Vice Chairperson Patterson,
Trustee Hoffman

GLOBAL EXECUTIVE LIMITATIONS STATEMENT:

The CEO shall not allow development of the campus or other College lands in a manner that is inconsistent with the core business of the College, environmentally irresponsible, aesthetically displeasing, or that does not make the most effective use of land.

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

1. Allow the College to be without a long-term land use plan for future development that will avoid infrastructure redundancy and redevelopment costs.
2. Permit joint ventures or partnerships that do not provide for design and construction standards consistent with overall campus design.
3. Permit development that is not energy efficient and to a reasonable extent, minimizes adverse environmental impacts and preserves the natural landscape.
4. Permit new development that does not meet at least one of the following criteria:
 - Provision of enhanced learning and ancillary space consistent with ENDs achievement.
 - Extending the College's alliances with business, industry, colleges, universities, or other organizationally mission-compatible non-profit organizations.

- Creation of opportunity to generate new revenue streams.
- An opportunity to differentiate the College's learning and co-curricular environment.
- Positioning the College as a leader in new programs targeted at future market opportunities.

Date Of Change	Version	Description of Change	Responsible Party
11.11.19	1.0	First release following Policy Governance consulting work.	Chief of Staff
4.12.21	2.0	Small Changes to policy to better align with College practices	CEO
4.11.22	2.0	Regular Review – Approved	CEO
3.13.23	3.0	Small Changes to policy to better align with College practices	CEO



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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>
5.0 Items for Decision 5.2 Executive Limitations 5.2.2 EL-12 Land Use – Interpretations Review* <u>BOARD POLICY:</u> EXECUTIVE LIMITATIONS: EL-12 Land Use
Description: Attached for their regular assessment are my interpretations for policy EL-12. I am not recommending any changes to my interpretations since the Board last reviewed them.
Resource Impact: None
Requested Board Action: Consideration of accepting or not accepting my interpretations for policy EL-12 Land Use demonstrating a reasonable interpretation of the policy.
Action Taken:



Jackson College Board of Trustees

Interpretations Assessment: EL – 12 Land Use

Report Date: 03.11.24

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

POLICY STATEMENT:

The CEO shall not allow development of the campus or other College lands in a manner that is inconsistent with the core business of the College, environmentally irresponsible, aesthetically displeasing, or that does not make the most effective use of land.

INTERPRETATION:

The Board has further clarified “development that is inconsistent with the core business of the College” in policy items #1 and #2 below; “environmentally irresponsible” in policy item #3; and “aesthetically displeasing” in items #2 and #3; and “effective use of land” in policy items #1, #3 and #4 below. I interpret compliance with those four items will constitute compliance with this policy.

This interpretation is reasonable because it addresses, below, all aspects of the global policy statement.

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

- 1. Allow the College to be without a long-term land use plan for future development that will avoid infrastructure redundancy and redevelopment costs.**

INTERPRETATION:

I have interpreted that compliance will be demonstrated when:

- a) There is an infrastructure plan documenting all existing utilities (gas, water, sanitary and storm sewers, electrical, and structured cabling) below ground prepared.
- b) There is a site development plan documenting all existing and future sites of performance spaces, fields, storage, parking lots, sidewalks, buildings, and roads.

This interpretation is reasonable because an infrastructure plan is widely recognized in the industry as providing decision-making data necessary for any future development. Further, the infrastructure map of existing utilities, as well as the site development plan, are consistent

Page | 1

with architectural, engineering and construction codes, and all legal requirements necessary for any development to proceed.

2. Permit joint ventures or partnerships that do not provide for design and construction standards consistent with overall campus design.

INTERPRETATION:

I have interpreted that compliance will be demonstrated when:

- a) Contracts for joint venture partnerships specify that proposed building designs are consistent with, and complementary to, existing campus design philosophy, facility design, and operational elements; and
- b) As CEO, I approve all joint ventures and partnerships, in part, according to other Board Executive Limitation Policies.

This interpretation is reasonable because it ensures that the College-determined requirements for consistency with campus design are maintained and ultimately reviewed by the Board's CEO.

3. Permit development, new construction or reconstruction that is not energy efficient or does not, to a reasonable extent, minimize adverse environmental impacts and preserve the natural landscape.

INTERPRETATION:

I have interpreted that compliance will be demonstrated when:

- a) All development projects have met construction regulations set by local, state, and federal environmental entities;
- b) A third party natural landscaping expert confirms that all College planned projects include complementary natural landscape elements; and
- c) Project design provide for energy efficient, low-cost operation and considers the use of of 'green bulding design' Leadership in Environmental Design (LEED) certification standards.

This interpretation is a reasonable interpretation because it considers industry standards, as well as meets regulations set forth by local, state, and federal bodies. Further, LEED standards were developed by the external Green Building Council, as a globally accepted, building rating system, for every type of building, guiding construction methods, that provide for healthy, efficient, and cost-saving buildings, both in terms of construction methods, as well as in building operations.

- 4. Permit new development that does not meet at least one of the following criteria:**
- **Provision of enhanced learning and ancillary space consistent with ENDS achievement.**
 - **Extending the College's alliances with business, industry, colleges, universities, or other organizationally mission-compatible non-profit organizations.**
 - **Creation of opportunity to generate new revenue streams.**
 - **An opportunity to differentiate the College's learning and co-curricular environment.**
 - **Positioning the College as a leader in new programs targeted at future market opportunities.**

INTERPRETATION:

I have interpreted that compliance will be demonstrated when:

- a) All undertaken projects are consistent with at least one of the criteria listed in this policy section.
- b) At least one of the six aforementioned thresholds are achieved and is documented.

This interpretation is reasonable because the Board has identified the aforementioned specific criteria to be met, and requires the CEO to provide explicit demonstration of compliance, through monitoring, with said criteria.



<p align="center">BOARD OF TRUSTEES MEETING Action & Information Report Board Meeting Date: March 11, 2024</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 LANES?</i></p>
<p>6.0 Consent / Required Approval Agenda 6.1 Adrian Property Sale Agreement</p> <p><u>BOARD POLICY:</u> EXECUTIVE LIMITATIONS – EL-05 Asset Protection</p>
<p>Description:</p> <p>As I have noted previously, I have been working with LISD Superintendent Mark Haag on the sale of our Center in Adrian to their district. Given the needs of the LISD, combined with our low enrollment levels, our continued ownership of this asset seems unnecessary. We have established a lease-back agreement with the LISD to rent classroom and office spaces, as demand warrants. Finally, Superintendent Haag has expressed an interest in acquiring some of the furniture items in the facility, which will be accomplished through a separate agreement. Special thanks to Ashley VanHeest, Jason Valente, Zak McNitt, and Bill Abbott for their help in making this possible.</p> <p>Attached is the sale agreement for the sale of our Adrian property to the LISD for your consideration.</p>
<p>Resource Impact:</p> <p>None</p>
<p>Requested Board Action:</p> <p>Approval of the sale agreement for the sale of our Adrian Property to the LISD.</p>
<p>Action Taken:</p>

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2023, is by and between **Jackson College**, a community college district organized under the laws of the State of Michigan, whose address is 2111 Emmons Road, Jackson, Michigan 49201 (hereinafter referred to as the "Seller"), and **Lenawee County Intermediate School District**, a Michigan Intermediate School District organized and operating under the provisions of the Revised School Code MCLA 380.1 et. seq., as amended, whose address is 4107 N. Adrian Hwy, Adrian, Michigan 49221 (hereinafter referred to as the "Purchaser"), and.

RECITALS

- A. Seller is the owner of property at 1376 N. Main Street, Adrian, Michigan 49221 (the "Property").
- B. Seller desires to sell, and Purchaser desires to purchase said Property upon and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration paid by Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller and Purchaser agree as follows:

ARTICLE 1 **DEFINITIONS**

When used herein, the following terms shall have the respective meanings:

- 1.1 Closing Date.** The parties shall use commercially reasonable efforts to close this transaction by June 30, 2023, or such other date to which the parties shall agree.
- 1.2 Effective Date.** The date of this Agreement is as set forth above, which shall be the date when both parties have signed this Agreement.
- 1.3 Deposit.** The sum of Ten Thousand and 00/100 (\$10,000.00) Dollars to be paid to the Title Insurer as defined in Section 1.7, and to be applied, returned, or retained as provided in this Agreement.
- 1.4 Permitted Title Exceptions.** The following matters:
 - (a) Real estate taxes and assessments, general and special, if any, not yet due and payable as of the Closing Date.

- (b) Covenants, easements and restrictions and other matters of record, which do not interfere with or adversely affect Purchaser's intended use of the Property for classrooms or other educational purposes.
- (c) Acts of Purchaser or its authorized agents.
- (d) Such mortgages and other liens and encumbrances as will be discharged prior to, or in connection with, the Closing.
- (e) Legal highways.
- (f) Zoning ordinances.
- (g) Any other matters approved in writing by Purchaser.

1.5 Property. The Property located at 1376 North Main Street, City of Adrian, Lenawee County, Michigan, with tax identification number: XA0-125-3150-00, and legally described on **EXHIBIT A**, consisting of approximately 7.4 acres, together with (i) all improvements thereon including by way of example and not limitation a building of approximately 25,955 square feet, a separate ancillary building of approximately 2,962 square feet, and all other buildings, structures, and fixtures; (ii) all gas, mineral, and fluid rights, privileges, rights, easements, hereditaments, and appurtenances thereto belonging, and (iii) all rights, title and interest of Seller in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof).

1.6 Title Search. A Title Search for the Property issued by the Title Insurer, covering title to the Property on or after the date hereof, showing Seller as owner of the Property, free and clear.

1.7 Title Insurer. First American Title Insurance, or such other title insurance company as may be mutually agreed upon by the parties.

ARTICLE 2

PURCHASE AND SALES/PURCHASE PRICE

2.1 Purchase and Sale. Subject to the conditions and on the terms contained in this Agreement, on the Closing Date, Seller shall convey good title to the Property to Purchaser by good and sufficient Warranty Deed.

2.2 Purchase Price. The Purchase Price shall be Two Million Eight Hundred Fifty-Five Thousand and 00/100 Dollars (\$2,855,000.00) (referred to as the "Purchase Price"), plus or minus prorations and/or credits as set forth herein, payable on the Closing Date as follows:

- (a) Credit for the Deposit provided in Section 1.3 in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars and the release of the Deposit by the Title Insurer to Purchaser; and
- (b) Two Million Eight Hundred Forty-Five Thousand and 00/100 Dollars (\$2,845,000.00) in cash or available funds at Closing.

- 2.3 **Conveyance.** Seller shall convey title to the Property to Purchaser by appropriate Warranty Deed approved by Purchaser.

ARTICLE 3 **SURVEY**

- 3.1 **Surveys.** Seller shall provide to Purchaser any surveys in their possession. Purchaser may obtain a stake survey or such other survey as it may reasonably require.

ARTICLE 4 **TITLE SEARCH**

- 4.1 **Title Search.** No later than ten (10) days following the Effective Date, Seller shall obtain the Title Search and deliver a copy thereof to Purchaser. Within ten (10) days from the date Purchaser receives the Title Search, Purchaser shall notify Seller in writing of all Permitted Title Exceptions and all unpermitted exceptions, and this Agreement shall be deemed amended so as to add an **EXHIBIT B** showing all such Permitted Title Exceptions. Seller shall have fifteen (15) days from the date of such notification by Purchaser of Permitted Title Exceptions to covenant in writing to Purchaser to remove or cause the removal of all unpermitted exceptions from the Title Search (by release or insuring over by the Title Company) and to provide evidence of such removal to Purchaser prior to or at Closing. If Seller fails to so notify Purchaser within such fifteen (15) day period, Purchaser may, at its option, either (i) terminate this Agreement and Seller shall return to Purchaser the Deposit, or (ii) accept title subject only to those unpermitted exceptions that the Title Company has not agreed to remove; provided further, such election to terminate this Agreement or accept title subject to the unpermitted exceptions shall be made, within five (5) days after Seller provides Purchaser written notice of its inability or unwillingness to remove the unpermitted exceptions from the Title Search. Seller shall pay all fees, costs, and expenses of the Title Insurer in connection with the owners title policy to be provide by Seller to Purchaser. Any closing fees charged by the Title Insurer shall be shared equally by the parties.

ARTICLE 5
POSSESSION, PRORATIONS AND EXPENSES

- 5.1 **Possession.** Sole and exclusive possession of the Property shall be delivered to Purchaser on the Closing Date.
- 5.2 **Seller's Lease of Property.** After the date of closing, the Seller shall have the right to continue to use certain parts of the Property as are more particularly described in and pursuant to the terms and conditions of a lease agreement between Purchaser and Seller, which is attached hereto as **Exhibit C**. At closing, the lease agreement shall be executed by the Seller and Purchaser.
- 5.3 **Prorations.** The Property is not currently taxed because of its tax-exempt use. Accordingly, there are no taxes to prorate.
- 5.4 **Expenses.** Seller shall pay the real estate transfer tax on this transaction, if any. Seller shall pay for any recording fees incurred in connection with discharging the Property of encumbrances, and Purchaser shall be responsible for the payment of all other recording fees, if any. Except as otherwise provided herein, the fees and expenses of Seller's designated representatives, accountants and attorneys shall be borne by Seller, and the fees and expenses of Purchaser's designated representatives, accountants and attorneys shall be borne by Purchaser.
- 5.5 **Signage.** For the duration of the lease agreement described in section 5.2 above, Purchaser agrees to allow Seller to maintain, at Seller's sole expense, the exterior wall sign located on the west exterior wall of the primary building and the ground-mounted monument sign located near the Property ingress/egress to M-52. All other facility signage, including all campus/facility branding duties, rights, and expectations shall be established through the lease agreement described in section 5.2 above.

ARTICLE 6
AFFIRMATIVE COVENANTS OF SELLER

- 6.1 **Maintenance of the Property.** From and after the Effective Date through and including the Closing Date, Seller shall, at Seller's sole cost and expense, perform routine maintenance and keep the Property free from waste and neglect and shall keep and perform or cause to be performed all obligations of the Property owner or its agents under all applicable laws and will promptly remedy, at its sole cost and expense, any violation, notice of which shall have been issued by any governmental authority having or claiming jurisdiction.
- 6.2 **Transactions and Encumbrances Affecting the Property.** From and after the Effective Date through and including the Closing Date, Seller shall not sell, lease, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which would diminish

or otherwise affect Purchaser's interest under this Agreement or in or to the Property or which would prevent Seller's full performance of its obligations hereunder.

- 6.3 Purchaser's Access to the Property.** Seller shall permit Purchaser and representatives and agents designated by Purchaser access to, and entry upon, the Property to examine, inspect, measure and test the Property and for all reasonable purposes. If Purchaser fails to close this transaction through no fault of Seller, Purchaser shall repair, in a commercially reasonable manner, any damage to the Property caused by the activities of Purchaser or Purchaser's agents under this Section 6.3. All activities undertaken by Purchaser and its representatives shall be at Purchaser's sole cost and expense, and Purchaser shall defend, indemnify and hold Seller harmless from and against any and all claims, demands, losses and expenses arising out of its activities on the Property prior to the Closing Date, which obligation shall survive the termination of this Agreement.
- 6.4 Seller's Delivery of Materials.** Seller shall promptly deliver to Purchaser true, correct and complete copies of the following: (i) All documents evidencing any title exception referenced or to be referenced in the Title Search; and (ii) Copies of such existing soil tests, engineering studies, environmental studies and surveys, if any, as may be in Seller's possession relating to the Property.
- 6.5 Insurance.** Seller shall keep in full force and effect through the Closing Date all insurance currently in effect with respect to the Property.
- 6.6 Condition of Property.** Seller makes no representations as to the condition of the Property which shall be sold "as is, where is."
- 6.7 Property Divisions.** The Parties agree that Purchaser shall have the authority to make all divisions, bonus divisions and redivisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. The warranty deed that is required pursuant to section 2.3 above, shall state that the Seller grants the Purchaser the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF SELLER

- 7.1 Representations and Warranties of Seller.** Seller represents and warrants to Purchaser on and as of the Effective Date and as of the Closing Date as follows:
- (a) **Title.** Subject to such mortgages, liens and other encumbrances as may be discharged on or prior to Closing, Seller owns the Property in fee simple.
 - (b) **Possession.** There are no persons other than Seller who have possessory rights in respect to the Property or any part thereof.

- (c) **Authorization.** Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained.
- (d) **Litigation.** There are no claims, causes of action or other litigation or proceedings pending or, to Seller's actual knowledge, threatened in respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with mortgagees, lienholders, governmental authorities, utility companies, contractors, adjoining landowners or suppliers of goods or services).
- (e) **Violations.** To Seller's actual knowledge, but without any independent investigations, there are no violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the Property.
- (f) **Condemnation/Zoning.** There is not existing, pending or, to Seller's actual knowledge, contemplated, threatened or anticipated (i) condemnation of any part of the Property, (ii) widening, change of grade or limitation on use of streets, roads or highways abutting the Property, (iii) special tax or assessment or back tax due to abatement, exemption, deferment or special classification to be levied against the Property, (iv) change in the zoning classification of the Property, or (v) change in the tax assessment of the Property not set forth in the County Auditor's records.
- (g) **Access.** To Seller's actual knowledge, the Property has legal access to and from all adjoining public streets, roads and highways and there is no pending or threatened action which would impair such access. Such access provides full and complete access to and use of the Premises regardless of season.

- 7.2 **Seller's Covenant.** Seller shall notify Purchaser immediately if Seller becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations or warranties of Seller contained in Section 7.1 untrue in any material respect.

ARTICLE 8

ENVIRONMENTAL MATTERS

- 8.1 **Environmental Definitions.** The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Michigan, or the United States Government, including, but not limited to, any material or substance which is (a) defined as a "hazardous waste", "hazardous material", "hazardous substance",

"extremely hazardous waste", or "restricted hazardous waste" under any provision of Michigan law, (b) petroleum, (c) asbestos, (d) polychlorinated biphenyl, (e) radioactive material, (f) designated as a "hazardous substance" pursuant to Section 311 of the Federal Pollution Control Act (the Clean Water Act), 33 U.S.C. §1251 *et seq.* (33 U.S.C. §1321), (g) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), or (h) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

- 8.2 Environmental Representations and Warranties.** Seller represents and warrants that, to the Seller's actual knowledge, but without any independent investigation: (i) neither the Property nor any part thereof is in breach of any Environmental Laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic or waste disposal site or storage area; (iii) there are no underground storage tanks at the Property; and (iv) the Property is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability.
- 8.3 Environmental Inspection.** Purchaser shall, within ninety (90) days of the Effective Date, obtain a Phase I and/or Phase II Environmental study of the Property, of such kind and character as Purchaser shall determine to be appropriate, from such environmental consultant or engineer as Purchaser may select. The cost of the Phase I shall be paid by Purchaser, and in the event a Phase II study shall be required, the cost of the Phase II study shall be paid by Purchaser. Within ten (10) days from and after the receipt of such Phase I and/or Phase II study, Purchaser shall deliver a copy thereof to Seller and either (i) give Seller written notice that the study is satisfactory and proceed with this Agreement, or (ii) give Seller written notice that the study is unsatisfactory and advise Seller that it is terminating this Agreement. If Purchaser provides Seller with written notice that the student is unsatisfactory and advises Seller that it is terminating this Agreement as a result, Seller shall return to Purchaser the Deposit. In the event Purchaser elects to close this transaction, Purchaser shall be deemed to have accepted the Premises in its current environmental "as is" condition. The foregoing time periods may be extended for thirty (30) days in the event additional testing shall be requested in the reasonable opinion of Purchaser's environmental consultants. Notwithstanding any provision of this Agreement to the contrary, neither Purchaser nor any third party employed or retained by Purchaser shall conduct any drilling or other invasive testing without Seller's prior written consent.

- 8.4 **No Notices.** Seller has received no notice that the Property or any part thereof is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as located in a "wetlands" area or a conservation area.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES OF PURCHASER

- 9.1 **Purchaser's Representations.** Purchaser represents and warrants to Seller on and as of the Effective Date and on and as of the Closing Date as follows: (a) all representations and warranties of Purchaser appearing in this Agreement are, to the best of Purchaser's actual knowledge, but without any independent investigation, true and correct; and (b) Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto, and all required actions and approvals therefore, have been or will be duly taken and obtained.

ARTICLE 10
CONDITIONS PRECEDENT AND TERMINATION

- 10.1 **Conditions Precedent.** Seller acknowledges that the Property may be of no use to Purchaser unless certain conditions precedent are fulfilled. Consequently, Purchaser's obligations under this Agreement are subject to Purchaser being satisfied, in its reasonable discretion, that all of the Preliminary Conditions set forth in Section 10.2 have been fulfilled within the respective time periods.
- 10.2 **Preliminary Conditions.** On or before ninety (90) days after the Effective Date (together with the thirty (30) day extension referenced in paragraph 8.3 if necessary), (hereinafter referred to as the "Preliminary Conditions Approval Period"), Purchaser shall have:
- (a) Obtained, at its sole cost and expense, inspection reports, engineering reports, and environmental studies or audits showing that the physical aspects and the condition of the Property are acceptable to Purchaser and suitable for Purchaser's intended use of the Property;
 - (b) Satisfied itself that it can obtain building permits, approvals, certificates and other authorizations from and agreements with such municipal and other public agencies and authorities as may, in Purchaser's sole judgment, be necessary or appropriate for the intended use of the Property;
 - (c) Determined that the environmental inspections as provided in Section 8.3 herein are satisfactory in Purchaser's sole discretion.
- 10.3 **Cooperation.** Seller shall cooperate with Purchaser in obtaining such zoning, variations, site plan approvals, sign approvals, subdivisions approvals and/or

governmental approvals and in obtaining any other approvals, certificates or other authorizations required, in Purchaser's reasonable opinion, to permit Purchaser's intended use of the Property. Except as otherwise specifically provided herein, Seller shall, upon request, execute applications, petitions and such other instruments as Purchaser may request in connection with such zoning, variations, site plan approvals, sign approvals, subdivision approvals, authorizations, certificates and other approvals, the cost of all of which shall be borne by Purchaser. Such zoning, variations, site plan approvals, sign approvals, authorizations, subdivision approvals, certificates and other approvals must be valid, enforceable by Purchaser and unconditional and final. Seller shall give Purchaser a copy of any notice, summons or other document relating to a pending or threatened attack on any such rezoning or other matters received by Seller. Notwithstanding anything herein to the contrary, Seller shall be under no obligation to seek or assist Purchaser in seeking any zoning change or variance for the Property until the conditions set forth in Articles 3 and 4, and Sections 8.3 and 10.2 have been acknowledged by Purchaser in writing to be satisfied or are waived by Purchaser in writing.

- 10.4 Termination by Purchaser.** If Purchaser, in its sole and absolute discretion, determines that any of the conditions precedent set forth in this Article 10 are not satisfied within the Preliminary Conditions Approval Period, or for any other reason in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by notice given to Seller prior to expiration of the Preliminary Conditions Approval Period, and thereupon neither party shall have any further rights or obligations hereunder, provided, in such event, the Deposit shall be returned to Purchaser. In such event, Purchaser shall provide a copy to Seller of all reports generated for the Purchaser including environmental and geotechnical reports.

ARTICLE 11 **BROKERAGE**

- 11.1 Broker Claims.** Seller and Purchaser each represent and warrant that they will be responsible for and shall pay fees and charges of respective brokers retained by each, if any.

ARTICLE 12 **CONDEMNATION**

- 12.1 Condemnation.** If any portion of the Property is condemned or access thereto is taken prior to the Closing Date and Purchaser, in its reasonable discretion, concludes that such taking renders the Property or any portion thereof unsuitable for the purpose and use contemplated and Purchaser notifies Seller in writing of such conclusion within ten (10) days after learning of such condemnation action, then this Agreement shall terminate and Seller shall return the Deposit to

Purchaser. If the Agreement is not so terminated, the Purchase Price of the Property shall not be affected, but if the award is paid prior to the Closing Date, such amount shall be held in escrow and delivered to Purchaser at the time of closing; and if the award has not been paid prior to the Closing Date, then at the closing Seller shall assign to Purchaser all of Seller's rights, title and interest with respect to such award and shall further execute any other instrument requested by Purchaser to assure that such award is paid to Purchaser.

ARTICLE 13 **CLOSING**

- 13.1 Closing.** The transaction contemplated hereby shall close at 10:00 A.M. on the Closing Date at the offices of the Title Insurer or on such other date, time and place as the parties may mutually agree.

ARTICLE 14 **DEFAULT**

- 14.1 Default by Purchaser.** If this transaction fails to close as a result of a material default by Purchaser of any of Purchaser's obligations under this Agreement, Seller may terminate this Agreement and retain the Deposit provided in Section 1.3, in which event neither party shall have any further rights or obligations hereunder, except with respect to provisions of this Agreement that expressly survive termination of this Agreement.
- 14.2 Default by Seller.** In the event of a material default by Seller of any of Seller's obligations under this Agreement, Purchaser may terminate this Agreement and obtain a return of the Deposit provided in Section 1.3 or pursue any action for specific performance, in which event neither party shall have any further rights or obligations hereunder, except with respect to provisions of this Agreement that expressly survive termination of this Agreement.

ARTICLE 15
NOTICES

- 15.1 Notices.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally with a receipt requested therefor or sent by a recognized overnight courier service or by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth at the beginning of this Agreement, and the same shall be effective (a) upon receipt or refusal if delivered personally; (b) 1 business day after depositing with such an overnight courier service; or (c) three (3) business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

ARTICLE 16
MISCELLANEOUS

- 16.1 Entire Agreement, Amendments and Waivers.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and all previous negotiations and understandings between Seller and Purchaser or their respective agents and employees with respect to the transaction set forth herein are merged in this Agreement. Further, this Agreement may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.
- 16.2 Further Assurances.** Each party shall do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
- 16.3 Survival and Benefit.** All representations, warranties, agreements, indemnifications and obligations of the parties shall, notwithstanding any investigation made by any party hereto, survive the closing for a period of one (1) year and terminate on the first anniversary of the closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.
- 16.4 No Third Party Benefits and Assignment.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder except as otherwise specifically provided. Purchaser shall have the right to assign its rights and duties hereunder to an entity owned or controlled by Purchaser or one or more of its shareholders provided, however, in such event, Purchaser shall guarantee

the performance of such assignee and shall notify Seller in writing of such assignment and assumption. Seller has no right to assign its rights or to delegate its duties hereunder.

- 16.5 Interpretation.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day; otherwise all references herein to "days" shall mean calendar days. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to its rules relating to conflicts of law. Time is of the essence of this Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.
- 16.6 Foreign Seller Affidavit.** Pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (hereinafter referred to as the "Code"), Seller shall deliver to Purchaser, at or prior to the Closing Date, a certification executed by Seller and otherwise in form and substance reasonably satisfactory to Purchase and is required by the Code. In addition, each party shall cooperate fully with the other in completing of filing any disclosure documents or in otherwise satisfying any disclosure requirements of the Code.
- 16.7 Confidentiality.** To the extent allowable by law, prior to Closing, neither of the parties hereto shall disclose the existence of this Agreement or any of the terms and provisions hereof without the prior written approval of the other. Prior to Closing, both parties shall use all reasonable efforts to keep the details of the transaction contemplated hereby strictly confidential; provided, however, that disclosure to municipal, state or federal entities, representatives of the parties (or any third party necessary to effectuate the intent and purpose of this Agreement) and the Title Insurer shall be permitted with respect to disclosure required by law for purposes of zoning, tax assessment and tax reporting or for other purposes necessary to further the purposes of this Agreement.
- 16.8 Enforcement.** If either party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs and expert witness fees for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted, in an amount not exceeding the amounts of any money damages awarded.

- 16.9 As-Is.** Except as otherwise provided herein, no representations or warranties have been made by Seller with respect to the condition, location, title, boundary lines or acreage of the Property. Except as otherwise stated, Purchaser is purchasing the Property in its current "As-Is" condition and "Where-Is."
- 16.10 Option to Purchase.** If the Purchaser decides to sell or otherwise all or any part of the Property and/or any building(s) located on the Property, the Purchaser shall provide written notice of same to Seller. The Seller shall advise the Purchaser within thirty (30) days of receipt of written notice whether it desires to purchase the Property and/or the building(s). If so, the Purchaser and the Seller shall mutually select an appraiser who shall determine the fair market value of the Property and/or the building(s). The purchase price of the Property and/or the building(s) shall be the fair market value of the Property and/or the building(s) as determined by the appraiser. If the Parties do not mutually agree to an appraiser, then the fair market value shall be determined by a panel of licensed-certified appraisers, the first of whom shall be appointed by the Purchaser, the second of whom shall be appointed by the Seller, and the third of whom shall be appointed by the first two appraisers. The costs for the first appraiser shall be paid by the Purchaser. The costs for the second appraiser shall be paid by the Seller. The costs for the third appraiser shall be shared equally by the Purchaser and the Seller, with each Party paying $\frac{1}{2}$ of the cost. The value as determined by the panel of licensed-certified appraiser shall be the purchase price of the Property and/or the building(s). The valuation approved by a majority of the panel shall be conclusive and binding upon the Purchaser and the Seller and shall not be subject to further appeal or challenge. If the Seller does not provide notice within thirty (30) days of its intention to purchase the Property and/or the building(s), then the Purchaser may sell or otherwise transfer the Property and/or the building(s) to a third party at the sole discretion of the Purchaser.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed by their duly authorized representatives, intending to be legally bound by the provisions herein contained.

(Signatures to follow on the next page)

SELLER:

Jackson College

Dated: ____, 2023

By: _____
Daniel J. Phelan

Its: President

PURCHASER:

Lenawee County Intermediate School District

Dated: ____, 2023

By: _____
Mark E. Haag, Ed.S.

Its: Superintendent

Exhibit A

Parcel One consisting of approximately 3.98 acres sold by the Lenawee Intermediate School District to Jackson College in May of 2008, which is legally described as follows:

All that part of the Southwest 1/4 of Section 25, Town 6 South, Range 3 East, described as beginning 2153.20 feet N 0° 57' 20" W along the West line of said Section 25 and 770.90 feet N 89° 58' 57" E from the Southwest corner of said Section 25; thence N 89°58'57" E 463.84 feet; thence S 50°04'34" E 75.80 feet; thence S 02°38'19" E 126.04 feet; thence N 88°42'06" E 7.85 feet; thence S 02°38'19" E 89.01 feet; thence S 88°42'06" W 259.47 feet; thence S 00°43'58" E 63.58 feet; thence N 89°24'12" W 406.91 feet; thence N 00°10'03" W 124.32 feet; thence N 89°58'57" E 125.86 feet; thence N 00°01 '03" W 204.00feet to the point of beginning. Containing 3.98 acres.

Parcel Two consisting of approximately 3.42 acres sold by the Lenawee Intermediate School District to Jackson College in October of 2001, which is legally described as follows:

All that part of the Southwest ¼ of section 25, Town 6 South, Range 3 East, described as beginning 1745.16 ft. N0°57'20"W along the west line of said section 25 and 210.44 ft. N89°58'57"E from the southwest corner of said section 25, thence N00°01'03"W 20.00 ft., thence N89°58'57"E 123.75 ft., thence N00°01'03"W 439.00 ft., thence N89°58'57"E 429.19 ft. (recorded as 29.19 ft.), thence S00°01'03"E 204.00 ft., thence S89°58'57"W 125.86 ft., thence S00°01'03"E 160.33 ft., thence S89°58'57"W 193.31 ft., thence S00°01'03"E 94.67 ft., thence S89°58'57"W 233.77 ft. to point of beginning.

BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024



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?

6.0 Consent / Required Approval Agenda

6.2 Consideration of JC Foundation Board of Directors Vacancy

BOARD POLICY: BYLAWS – JC Foundation Board of Directors

Description:

As I had shared previously with the board, following Vice-Chairperson Patterson's verbal resignation from the JC Foundation Board of Directors at the 02.12.24 regular meeting of the JC Board of Trustees, the JC Board of Trustees should formally consider if you would like to fill the vacant Trustee position on the Foundation Board of Directors or leave it vacant. As I had noted, the JC Foundation Board of Directors Bylaws indicate that their Board is required to have up to 3, but no less than 2, JC Board of Trustee members on JC Foundation Board of Directors.

Resource Impact:

None.

Requested Board Action:

Consideration of action regarding the vacant the seat on the JC Foundation Board of Directors.

Action Taken:



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

7.0 Monitoring CEO Performance

7.1 EL-11 Entrepreneurial Activity – Evidence Review*

BOARD POLICY: EXECUTIVE LIMITATIONS: EL-11 Entrepreneurial Activity

Description:

Enclosed for your review is the evidence (i.e., Monitoring Report) for EL-11 Entrepreneurial Activity.

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.

Resource Impact:

None

Requested Board Action:

Board assessment of the report for Policy EL-11 for evidence of full compliance with a reasonable interpretation of the policy.

Action Taken:



Jackson College Board of Trustees

Monitoring Report: EL – 11 Entrepreneurial Activity

Report Date: 03.11.24

Compliance Status: Fully Compliant

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

I hereby present to the Jackson College Board of Trustees this monitoring report which addresses the Board's Executive Limitations Policy: "Entrepreneurial Activity", according to the schedule previously defined and approved by the Board. I certify that the information contained herein is true and represents compliance, within a reasonable interpretation of the policy, which the Board has previously approved, unless specifically stated otherwise.

A handwritten signature in black ink, appearing to read "Daniel J. Phelan", is written over a horizontal line.

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

03.11.24

Date

POLICY STATEMENT: When engaging in entrepreneurial activities the CEO shall not engage in such activities that is/are inconsistent with the ENDS of the Board.

INTERPRETATION:

I interpret this broad policy statement to require the CEO to ensure that a congruency exists between the Board's current ENDS policy statements and any undertaken partnerships, practices, or other arrangements, and further that such practices are consistent with those practices of the community college mission. I further interpret "entrepreneurial activities" to represent those activities that are new, financially risky, and significantly tangential to the traditional functions and practices of a community college.

This interpretation is reasonable because it is consistent with the practices of community colleges nationally.

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

- 1. Engage in any entrepreneurial activities for which the full cost of the activity is not budgetarily recognized.**

INTERPRETATION:

I interpret entrepreneurial activities as existing in two categories, Revenue-Enhancement and Mission-Support, which are defined as follows:

Revenue-Enhancement Activities – The process of acquiring, or designing, launching, and operating a new activity or operation at the College, which may not be consistent with the tri-fold mission of a traditional community college (i.e. Pre-baccalaureate/Transfer Education, Professional Trades/Career Education, and Community Services), and which offers a product, process, or service for sale, resulting in an alternative revenue generation, beyond the traditional sources (i.e., tuition & fees, state aid, and local property taxes) and which is intended to sustain and/or grow the College; and

Mission-Support Activities – Undertaking pursuits that are aligned with the aforementioned tri-fold mission of the College, and assist in the achievement of its mission and, by extension, Board ENDS. These activities may include grant-funded opportunities and are not intended as revenue-enhancement opportunities.

Compliance will be demonstrated when:

- a) A business plan is prepared, prior to the undertaking of any new entrepreneurial activity;
- b) All Revenue-Enhancement Activities show a positive revenue expense ratio (i.e., a revenue expense ratio greater than 1.0 indicates the activity is covering its operating expenses and providing surplus revenue) after a five-year period;
- c) All budgeted Mission-Support Activities incorporate the use of an activity-costing model, demonstrating financial ratios that indicate neutral or near-neutral operational revenue to cost comparisons, consistent with peer institutional experience in Michigan ACS Group II colleges; and
- d) All budgeted Mission-Support Activities initiated through grant funding, must contemplate initial match support, as well as ongoing general fund support following the grant period, should the experience during the grant funded period be deemed viable.

This interpretation is reasonable because the College is budgeting for the full burden cost into entrepreneurial activities, which is consistent with the standard principles of cost accounting. Further, Revenue-Enhancement activities require demonstration of revenues in excess of total expenses (i.e., profitability), or they are concluded after a period of 5 years. Finally, ASC Group II institutional comparisons are the State's methodology for contrast of operational activity.

EVIDENCE:

- a) The College's CFO confirmed on 02.28.24 that, prior to FY '22, though analyses were conducted, no formal business plans were created or maintained. Beginning in FY '22, new business plans are being generated and retained by the College's Business Office. To date no new business plans have been generated since the beginning of FY '23.
- b) The CFO confirmed on 02.28.24 that all ancillary activities were considered in projections for fully-burdened expenses, and annual revenues over expenses as noted in the table below with relevant Revenue: Expense ratios.

Activity	Activity Type	Revenue/Expense Ratio
Child Care	Mission-Support	1.90
Jets Store	Mission-Support	0.43
Hospitality Services	Mission-Support	0.41
Oasis Center	Mission-Support	N/A
Medical Clinic	Mission-Support	0.02
JPEC	Mission-Support	2.84
TRIO	Grant-Based Mission Support	0.97
Perkins	Grant-Based Missions Support	0.96

2. Engage in entrepreneurial activities that do not meet at least one of the following criteria:

- **Contributes directly to the achievement of ENDS;**
- **Contributes to alignment and partnerships with community organizations;**
- **Enhances student learning opportunities;**
- **Strengthens the position of the College as an innovative leader and as a member of the League for Innovation, particularly in areas that may provide new market opportunities;**
- **Provides an opportunity to generate new revenue streams that do not distract from the achievement of ENDS; and**
- **Generates revenue from alternative sources that support the sustainability of the College and supports a business model redesign.**

INTERPRETATION:

Compliance will be demonstrated when:

- a) All undertaken entrepreneurial activities are consistent with the criteria listed in policy.
- b) At least one of the six aforementioned thresholds are achieved and documented.

This interpretation is reasonable because the Board has identified specific criteria to be met and the criteria will provide explicit demonstration of compliance with the criteria.

EVIDENCE:

As prepared by the CFO during February 2024, the table below provides all entrepreneurial and mission-support activities to ensure they meet at least one of the six criteria noted above.

<u>Activity</u>	<u>All Applicable Criteria</u>	<u>Specific rational for the criteria</u>
Child Care	Directly contributes to achievement of ENDS E-01 (3.3)	Research continues to demonstrate that the absence of childcare is a barrier to parents seeking to pursue higher education.
Jets Store	Directly contributes to achievement of ENDS E-01 (3.3).	Access to resources that students need (e.g., books, supplies, computers, & sundry items, Amazon package pick up and return) are important, particularly since the College has resident students and the Central Campus is some distance from resources they may need as well as allowing for usage of the meal plan. The installation of Amazon lockers contributes to community outreach and use of the stores resources.

Hospitality Services	<p>Directly contributes to achievement of ENDS E-01.</p> <p>Generates revenue from non-traditional sources in order to ensure the ongoing viability of the institution through a new business model design; Provides an opportunity to generate new revenue streams that do not distract from the achievement of ENDS; and</p> <p>Contributes to partnerships and alliances with community organizations;</p>	<p>Catering is an obvious revenue growth area for the College. This is beyond the traditional hospitality services for students' meal plans, meals for employees, and for other campus activities. Further, given that our catering services are now a College operation, versus an external vendor, our name and connection to the broader community is enhanced with the ability to represent the College at community events.</p>
Oasis Center	<p>Directly contributes to achievement of ENDS E-01 (3.3)</p>	<p>Mental wellness is a topic of increasing concern. Providing services to students to improve their mental health, and hopefully intercept instances of suicide, are important in our service to the whole student. This service is also available to our employees, as they too struggle with changing our new social realities.</p>
Health Clinic	<p>Directly contributes to achievement of ENDS E-01 (3.2; 3.3; 4.1)</p> <p>Enhances student learning opportunities</p>	<p>Physical well-being is vital to student learning. Furthermore, this clinic provides for clinical opportunities for nursing and allied health student's curricular requirements.</p> <p>Additionally, insofar as the College has a student residence program, proximity to health care is essential given that many students do not have reliable transportation, and the bus service available at the College may not meet particular, urgent student needs. This Clinic is also available to our College employees.</p>

JPEC	Directly contributes to achievement of ENDS E-01 (3.1; 3.2; 3.3; 5.3) JPEC positions the College as an innovative leader in areas that may provide new market opportunities.	Few community colleges nationally have a 6- 13 grade public school academy on their campus, yet research demonstrates that having a campus presence leads to more college-going behaviors. Further, JPEC's placement on the Central Campus provides multiple opportunities for dual-enrollment educational experiences. Further, over 100 JPEC students are dual enrolled at Jackson College, generating a median GPA of 3.5.
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3. Enter into any grant funding arrangement that does not support the achievement of the ENDS or contemplate required general fund matching and/or institutional scaling beyond the conclusion of the grant.

INTERPRETATION:

Compliance will be demonstrated when:

- a) When grant activities reveal a direct contribution to the achievement of Billing Contact Hours and Board Established ENDS.

This interpretation is reasonable insofar as grant applications disclose possible benefits that would accrue to the grant, if awarded, as well as any institutional match requirement. Indeed, most grants require that the College provide a narrative as to the need for the grant, use of funds, institutional goal for the grant, and plans for sustainability after the grant concludes.

EVIDENCE:

TRIO	122 students currently participate in the TRIO program, all of which 68 students register part- time or less and 54 register as full-time students, thereby generating 1,291 billing contact hours and 1,236 registered credits.	<p>The TRIO grant is awarded on a five-year cycle, with the annual budget being approved once a year in September based on the Jackson College TRIO grant and the US Department of Education approved overall budget.</p> <p>The TRIO Grant is able to serve 150 students total who are first generation college students or have a documented disability or who are income eligible based on the State of Michigan's poverty level (changes every year).</p> <p>TRIO will award between 20-25 students with grant aid, based on DOE qualifications. The total grant award to distribute is \$15,000.</p>
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BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

7.0 Monitoring CEO Performance

7.2 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:



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 Board ENDS	8.14.23	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 8.14.23
EL – 00 General Executive Constraint	8.14.23	Yes	n/a	n/a	n/a	n/a	Compliant 8.14.23
EL – 01 Treatment of Students	2.12.24	Yes	n/a	n/a	n/a	n/a	Compliant 2.12.24 Policy Review, Interpretation s Review & Monitoring postponed per the Board as of 9.11.23



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
EL – 02 Treatment of Staff	2.12.24	Yes	n/a	n/a	n/a	n/a	Compliant 2.12.24 Policy Review, Interpretation s Review & Monitoring postponed per the Board as of 9.11.23
EL – 03 Planning	6.12.23	Yes		n/a	n/a	n/a	Compliant 6.12.23
EL – 04 Financial Conditions & Activities	11.13.23	Yes	n/a	n/a	n/a	n/a	Compliant 11.13.23
EL – 05 Asset Protection	5.10.23	Yes	n/a	n/a	n/a	n/a	Compliant 5.10.23
EL – 06 Investments	5.10.23	Yes	n/a	n/a	n/a	n/a	Compliant 5.10.23
EL – 07 Compensation and Benefits	1.8.24	Yes	n/a	n/a	n/a	n/a	Compliant 1.8.24



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
EL – 08 Communication & Support to the Board	11.13.23	Partial	1.5 Allow the Board to be unaware that, in the CEO's opinion, the Board is not in compliance with its own policies on Governance Process and Board-Management Delegation, particularly in the case of Board behavior which is detrimental to the work relationship between the Board and the President.	Within actions during 11.13.23 Board meeting and going forward.	n/a	n/a	Partially Compliant 11.13.23
EL – 09 Organization Culture	1.8.24	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 3.13.23
EL – 12 Land Use	4.10.23 – Partially Compliant	Partial	Item 1: A master plan begun, and will be updated following the installation of the Jet's Pavilion, the Jet's Air Station,	Fall of FY'24		Installation of the Jet's Pavilion, the Jet's Air	Partially Compliant 4.10.23



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
			the Astronomical Observatory, and the completed STEAM Factory area.			Station, the Astronomical Observatory, and the completed STEAM Factory area not expected until Fall of FY'24	

2024 BOARD POLICY REVIEWING & MONTORING SCHEDULE		
2024 Board Meeting Date	Policy Reviews Due	Monitoring Reports Due
January 8, 2024	<u>Review EL-01</u> Treatment of Learners <u>Review EL-02</u> Treatment of Staff <u>Review EL-10</u> Access to Education <u>Review GP-14</u> Handling Operational Complaints <u>POSTPONED TO APRIL 2024 – Review GP-11</u> Linkage with Ownership <u>Review GP-15</u> Handling Alleged Policy Violations	<u>Monitor EL-09</u> Organization Culture (CINDY) <u>Monitor EL-07</u> Compensation & Benefits (CINDY) <u>Monitor GP-13</u> Special Rules of Order <u>Monitor BCD-02</u> Accountability of the CEO
February 12, 2024	<u>Review EL-11</u> Entrepreneurial Activity <u>Review GP-01</u> Governing Style <u>Review BCD-06</u> CEO Compensation <u>Review GP-00</u> Governance Commitment	<u>Monitor EL-01</u> Treatment of Learners (CINDY/TBD) <u>Monitor EL-02</u> Treatment of Staff (CINDY) <u>Monitor EL-10</u> Access to Education (TBD) <u>Monitor GP-14</u> Handling Operational Complaints <u>POSTPONED TO MAY 2024 - Monitor GP-11</u> Linkage with Ownership <u>Monitor GP-15</u> Handling Alleged Policy Violations
March 11, 2024	<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>Monitor EL-11</u> Entrepreneurial Activity (CINDY/JOHN) <u>Monitor GP-01</u> Governing Style <u>Monitor BCD-06</u> CEO Compensation <u>POSTPONED TO MAY 2024 - Monitor GP-00</u> Governance Commitment
April 15, 2024	<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>POSTPONED FROM JAN. 2024 - Review GP-11</u> Linkage with Ownership <u>POSTPONED FROM FEB. 2024 - Review GP-00</u> Governance Commitment	<u>Monitor EL-12</u> Land Use (JASON) <u>Monitor GP-02</u> Board Job Contributions <u>Monitor GP-04</u> Role of Board Chair <u>Monitor GP-10</u> Investment in Governance <u>Monitor BCD-00</u> Global Board Management Delegation
May 13, 2024	<u>Review EL-03</u> Planning <u>Review GP-09</u> Board Code of Conduct	<u>Monitor EL-05</u> Asset Protection (JOHN) <u>Monitor EL-06</u> Investments (JOHN) <u>Monitor BCD-05</u> CEO Succession

Jackson College Board of Trustees Meeting - Monitoring CEO Performance

		<u>Monitor GP-03</u> Board Planning Cycle & Agenda Control <u>Monitor GP-12</u> Board Linkage with External Organizations <u>Monitor GP-14</u> Handling Operational Complaints <u>POSTPONED FROM FEB 2024 - Monitor GP-11</u> Linkage with Ownership <u>POSTPONED FROM MARCH 2024 - Monitor GP-00</u> Governance Commitment
June 10, 2024	<u>Review EL-00</u> General Executive Constraint <u>Review EN-01</u> ENDS (TBD)	<u>Monitor EL-03</u> Planning (JOHN) <u>Monitor GP-09</u> Board Code of Conduct
August 12, 2024	<u>Review Bylaws</u> <u>Review BCD-03</u> Delegation to CEO <u>Review BCD-04</u> Monitoring CEO Performance	<u>Monitor EL-00</u> General Executive Constraint (PHELAN) <u>Monitor EN-01</u> ENDS (TBD)
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>Monitor BCD-03</u> Delegation to CEO <u>Monitor 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>Monitor EL-01</u> Treatment of Learners (CINDY/TBD) <u>Monitor EL-02</u> Treatment of Staff (CINDY) <u>Monitor BCD-01</u> Unity of Control <u>Monitor GP-05</u> Role of Vice Chair <u>Monitor 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>Monitor EL-04</u> Financial Conditions & Activities (JOHN) <u>Monitor EL-08</u> Communication & Support to the Board (PHELAN)



BOARD OF TRUSTEES PROCESS

Process Type: Board Governance

Process Title: Policy Review

Date Adopted:

Version: 1.0

Date Last Reviewed:

Reviewing Committee: Board of Trustees

To assist the full Board of Trustees in their work of annual policy reviews, Trustees will be assigned specific policies to which they will lend their enthusiasm, experience, and/or expertise toward a pre-review.

Via this pre-review, Trustees will offer recommendations for amendments (or lack thereof) to their assigned policies at the respective Board meeting at which the policy is up for review, for the consideration of the full Board.

Procedural Steps:

1. Annually at the Board's Summer Retreat, Trustees will discuss the specific policies they will pre-review for the upcoming fiscal year via the attached schedule.
2. At least two (2) Board members may be assigned to the pre-review for any given policy.
3. Trustees will offer their recommendations for amendments (or lack thereof) to the full Board via the Board packet 1 week prior to the Board meeting at which the policy is up for review.
4. The Chief Assistant to the President & CEO will assist in coordinating pre-review meetings as requested. The recommendation is to conduct the initial review of assigned policies one month in advance of the Board meeting at which recommendations are scheduled to be presented to the full Board. This initial review could take place at 5:00pm prior to a Board meeting dinner.
5. Pre-review meetings will include the participation of the CGO, CEO, and/or other Policy Governance consultant.

2024 Board Meeting Date	Policy Reviews Due	Trustees Responsible for Recommendations
January 8, 2024	<u>EL-01</u> Treatment of Learners	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>EL-02</u> Treatment of Staff	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>EL-10</u> Access to Education	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>GP-14</u> Handling Operational Complaints	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>GP-11</u> Linkage with Ownership	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>GP-15</u> Handling Alleged Policy Violations	Trustee Phil Hoffman Vice-Chair Sheila Patterson
February 12, 2024	<u>EL-11</u> Entrepreneurial Activity	Trustee Teshna Thomas Trustee Matt Heins
	<u>GP-01</u> Governing Style	Trustee Teshna Thomas Trustee Matt Heins
	<u>BCD-06</u> CEO Compensation	Trustee Teshna Thomas Trustee Matt Heins
	<u>GP-00</u> Governance Commitment	Trustee Teshna Thomas Trustee Matt Heins
March 11, 2024	<u>EL-12</u> Land Use	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>GP-02</u> Board Job Contributions	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>GP-04</u> Role of Board Chair	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>GP-10</u> Investment in Governance	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>BCD-00</u> Global Board Management Delegation	Trustee Phil Hoffman Vice-Chair Sheila Patterson
April 15, 2024	<u>EL-05</u> Asset Protection	Trustee Teshna Thomas Trustee Matt Heins
	<u>EL-06</u> Investments	Trustee Teshna Thomas Trustee Matt Heins

	<u>BCD-05</u> CEO Succession	Trustee Teshna Thomas Trustee Matt Heins
	<u>GP-03</u> Board Planning Cycle & Agenda Control	Trustee Teshna Thomas Trustee Matt Heins
	<u>GP-12</u> Board Linkage with External Organizations	Trustee Teshna Thomas Trustee Matt Heins
May 13, 2024	<u>EL-03</u> Planning	Trustee Donna Lake Trustee Chris Simpson
	<u>GP-09</u> Board Code of Conduct	Trustee Donna Lake Trustee Chris Simpson
June 10, 2024	<u>EL-00</u> General Executive Constraint	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>EN-01</u> ENDS	Trustee Phil Hoffman Vice-Chair Sheila Patterson
August 14, 2024	<u>Bylaws</u>	Trustee Donna Lake Trustee Chris Simpson
	<u>BCD-03</u> Delegation to CEO	Trustee Donna Lake Trustee Chris Simpson
	<u>BCD-04</u> Monitoring CEO Performance	Trustee Donna Lake Trustee Chris Simpson
September 11, 2024	<u>EL-01</u> Treatment of Learners	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>EL-02</u> Treatment of Staff	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>BCD-01</u> Unity of Control	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>GP-05</u> Role of Vice Chair	Trustee Phil Hoffman Vice-Chair Sheila Patterson
	<u>GP-08</u> Board & Committee Expenses	Trustee Phil Hoffman Vice-Chair Sheila Patterson
October 16, 2024	<u>EL-04</u> Financial Conditions & Activities	Trustee Teshna Thomas Trustee Matt Heins
	<u>EL-08</u> Communication & Support to the Board	Trustee Teshna Thomas Trustee Matt Heins

November 13, 2024	<u>EL-09</u> Organization Culture	Trustee Donna Lake Trustee Chris Simpson
	<u>EL-07</u> Compensation & Benefits	Trustee Donna Lake Trustee Chris Simpson
	<u>GP-13</u> Special Rules of Order	Trustee Donna Lake Trustee Chris Simpson
	<u>BCD-02</u> Accountability of the CEO	Trustee Donna Lake Trustee Chris Simpson



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

8.0 Monitoring Board Performance

8.1 GP-01 Governing Style – Board Survey Review

BOARD POLICY: GOVERNANCE PROCESS: GP-01 Governing Style

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:



Jackson College Board of Trustees

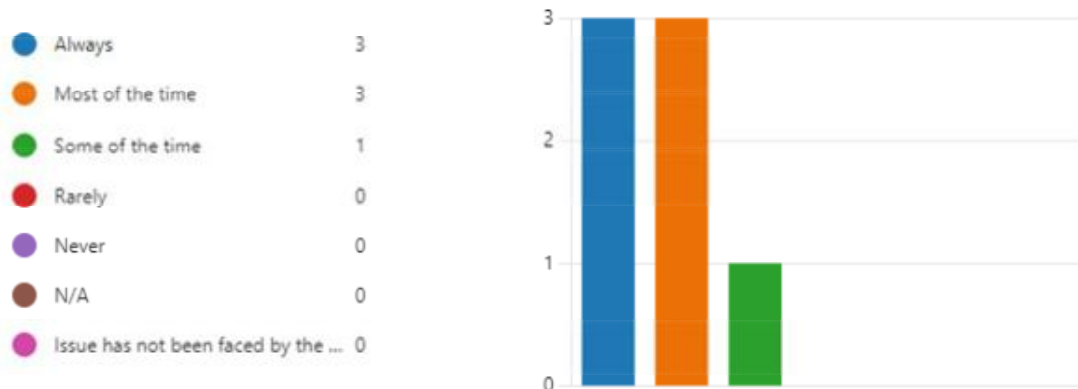
BOARD SELF-MONITORING SURVEY RESULTS: GP-01 Governing Style DATE: 03.05.2024

1. *Number of Response: 7*

2. *Policy opening statement:*

The Jackson College Board of Trustees will govern lawfully, with an emphasis on outward vision, a commitment to obtaining Ownership input, the encouragement of diversity of viewpoints, strategic leadership, clear distinction of Board and CEO roles, collective decision-making, and a proactive, future-focus. This means the Board will not be preoccupied with the present or past, or with internal, administrative detail.

Have we acted consistently with this item of policy?



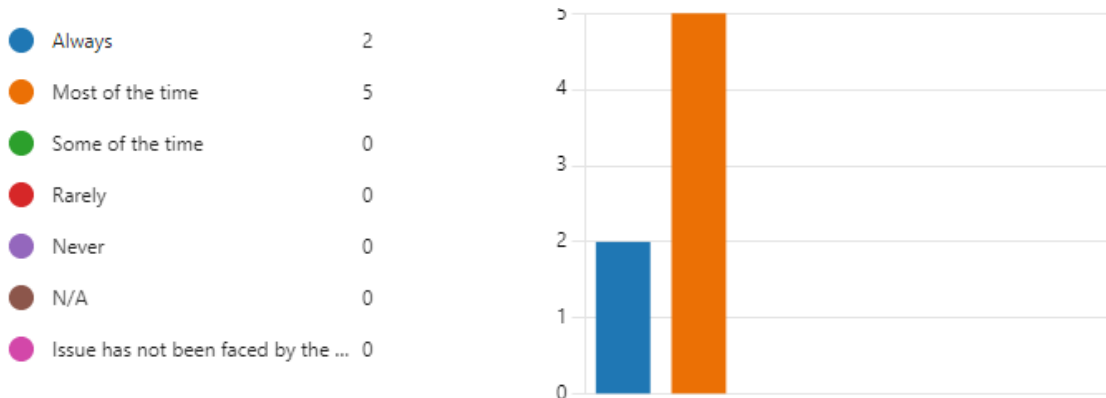
3. Provide specific representative examples to support your above response when applicable.

- *"Which all that has transpired over the last several months, I thinks we are doing our best to stay on track."*
- *"If someone comes to me and feels a matter that has happened in the past is not resolved, I will continue to have it addressed by the President."*

4. *1.0: The Board will cultivate a sense of group responsibility. The Board, not the CEO, will be responsible for excellence in governing. The Board will initiate*

policy, not merely react to CEO initiatives. The Board will use the expertise of individual Trustees, Board committees and the CEO to enhance the ability of the Board, as a body, to make policy, rather than to substitute their individual judgements for the group's values.

Have we acted consistently with this item of policy?

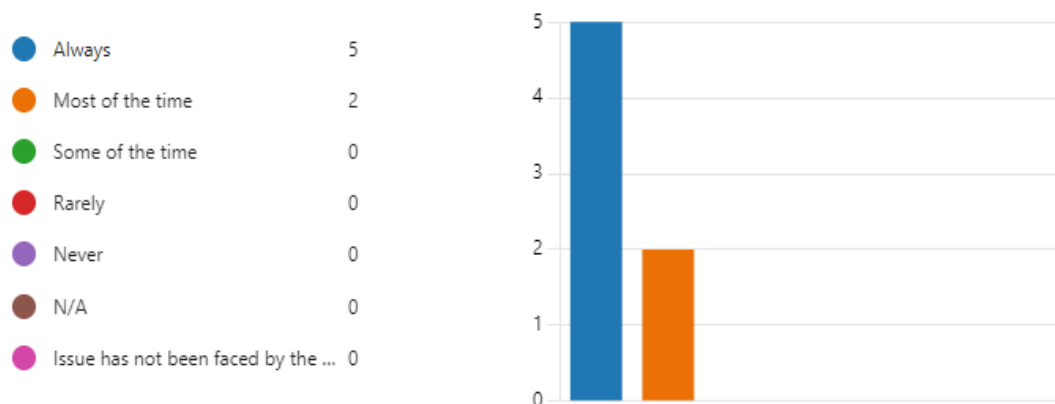


5. Provide specific representative examples to support your above response when applicable.

- *“The fact that review our policies every month provides evidence of this.”*

6. ***2.0: The Board will direct, control, and inspire the organization through the careful establishment of broad written policies reflecting the Owner's values and perspectives. The Board's major policy focus will be on the intended long-term results to be produced for beneficiaries outside the organization, not on the administrative means of attaining those results.***

Have we acted consistently with this item of policy?

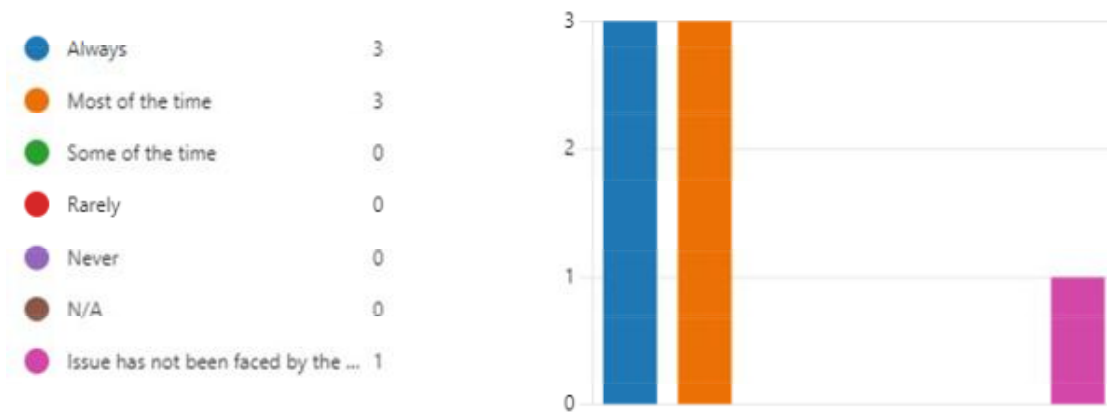


7. Provide specific representative examples to support your above response when applicable.

- N/A

8. **3.0: The Board will enforce upon itself whatever self-discipline that is needed in order to govern with excellence. Self-discipline will apply to matters such as attendance, preparation for meetings, policy-making principles, respect of roles, Board behavior, regular self-evaluation, and ensuring the continuity of governance capacity. Although the Board can change its governance process policies at any time, it will scrupulously observe those policies currently in force.**

Have we acted consistently with this item of policy?

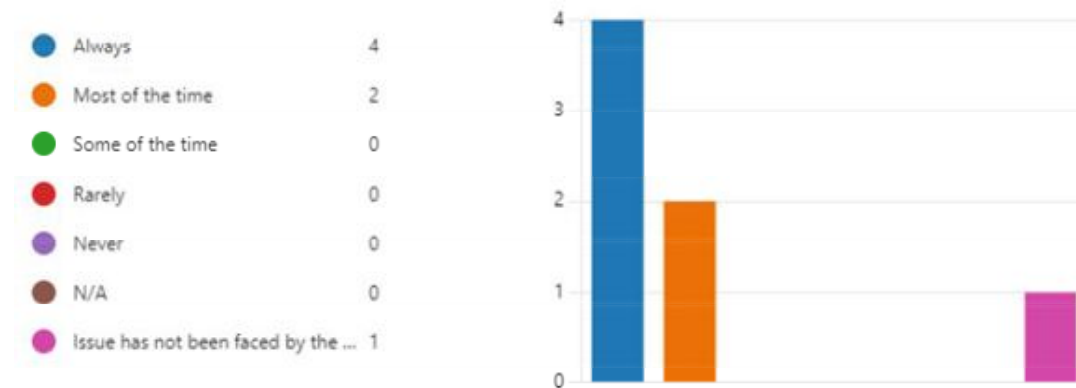


9. Provide specific representative examples to support your above response when applicable.

- N/A

10. **4.0: The Board will not allow any Trustee or committee of the Board to hinder or be an excuse for not fulfilling Board obligations.**

Have we acted consistently with this item of policy?

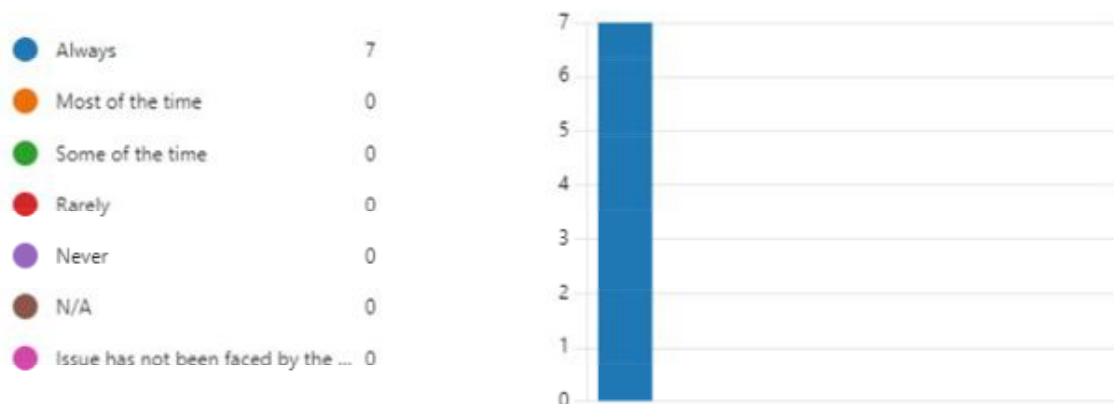


11. Provide specific representative examples to support your above response when applicable.

- N/A

12. **5.0: Board members will openly share their views and listen to and consider the input of others.**

Have we acted consistently with this item of policy?

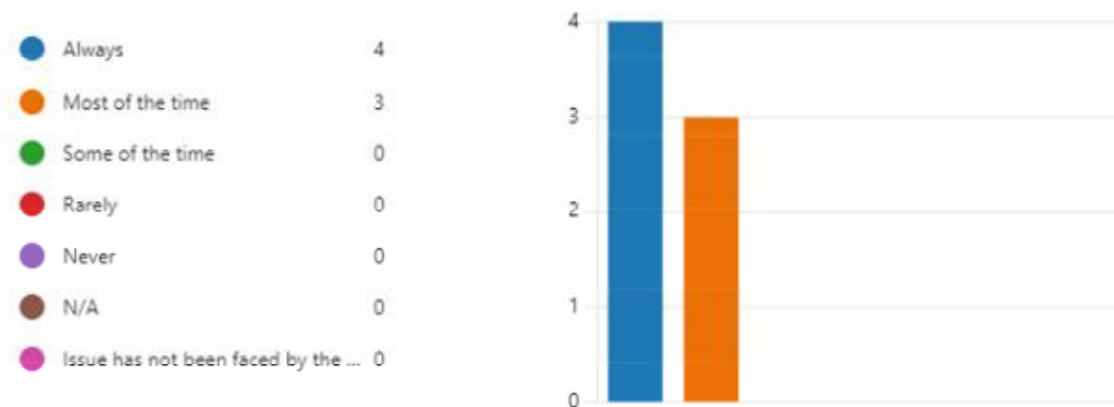


13. Provide specific representative examples to support your above response when applicable.

- N/A

14. **6.0: Board members will support each other and the CEO in order to be successful in their work.**

Have we acted consistently with this item of policy?



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

- N/A

16. Other Board Comments:

- N/A



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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?

8.0 Monitoring Board Performance

8.2 BCD-06 CEO Compensation – Board Survey Review

BOARD POLICY: BOARD-CEO DELEGATION: BCD-06 CEO Compensation

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:



Jackson College Board of Trustees

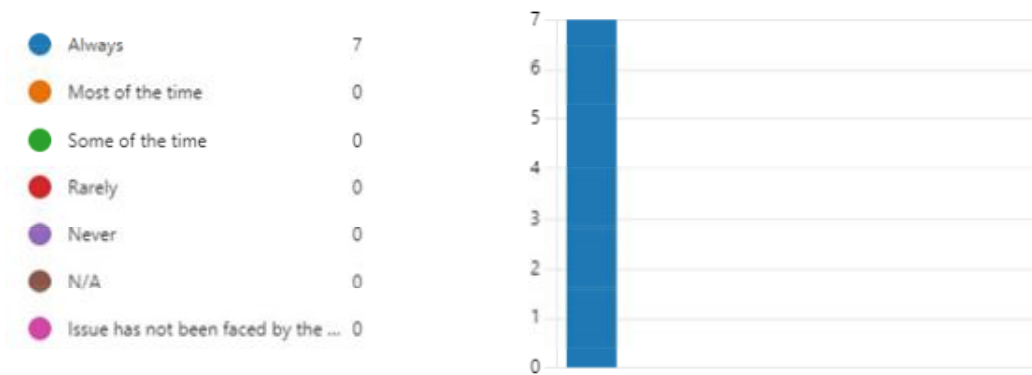
BOARD SELF-MONITORING SURVEY RESULTS: BCD-06 CEO Compensation DATE: 03.05.2024

1. *Number of Response: 7*

2. *Policy opening statement:*

The CEO's compensation will be decided by the Board, acting as a body politic and based on organizational performance and executive market conditions.

Have we acted consistently with this item of policy

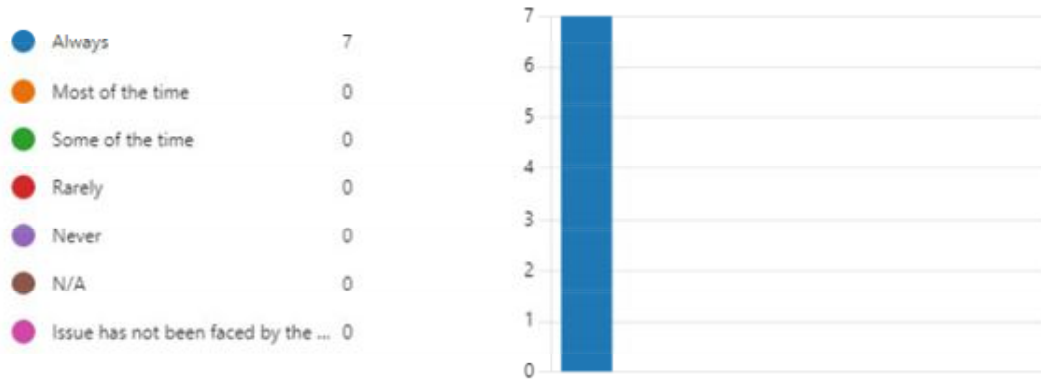


3. Provide specific representative examples to support your above response when applicable.

- N/A

4. *1.0: Organizational performance will be only that performance revealed by the monitoring system to be directly related to criteria given by the Board in policy.*

Have we acted consistently with this item of policy?

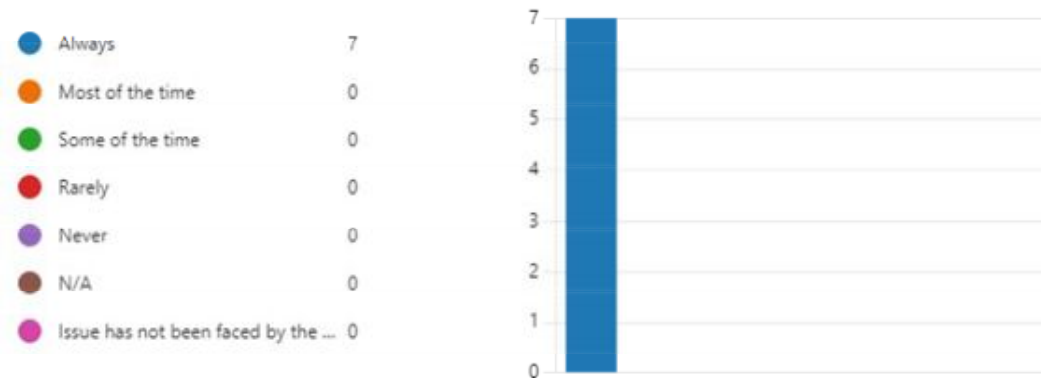


5. Provide specific representative examples to support your above response when applicable.

- N/A

6. **2.0: Compensation will cover the entire range of salary, benefits, and all other forms of compensation.**

Have we acted consistently with this item of policy?

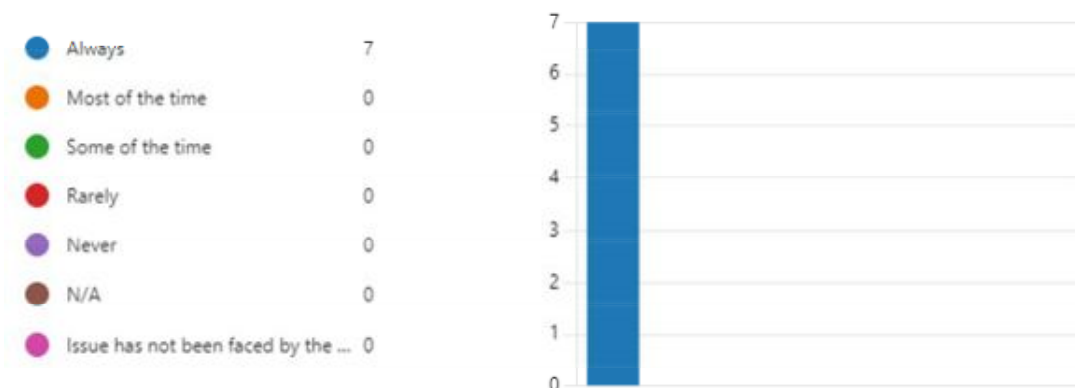


7. Provide specific representative examples to support your above response when q

- N/A

8. **3.0: Compensation is to be competitive with similar performance within the marketplace while placing a substantial portion of the CEO's compensation at risk by tying it to ENDS achievement and compliance with Executive Limitations policies. The executive marketplace to be considered is organizations of comparable size, challenges, and complexities and is referential to League for Innovation institution CEOs.**

Have we acted consistently with this item of policy?

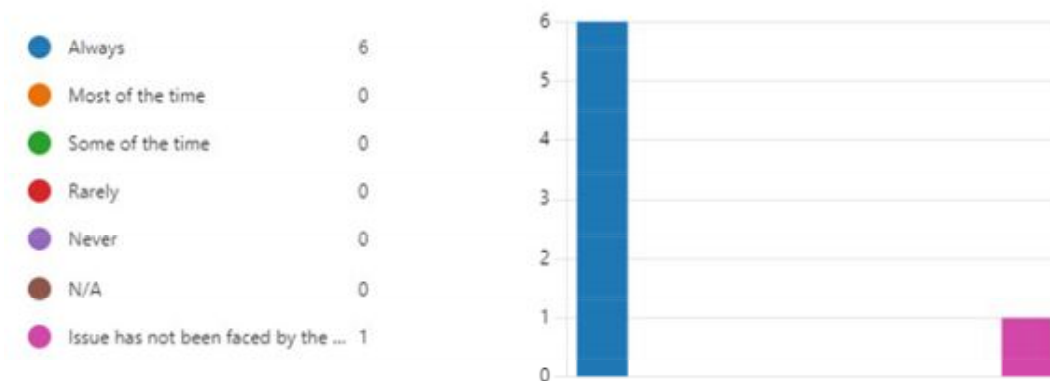


9. Provide specific representative examples to support your above response when applicable.

- N/A

10. **3.1: If the CEO substantially achieves ENDS and complies with Executive Limitations his/her annual base salary will be set at market value. Market Value will be determined utilizing research from an outside third party.**

Have we acted consistently with this item of policy?

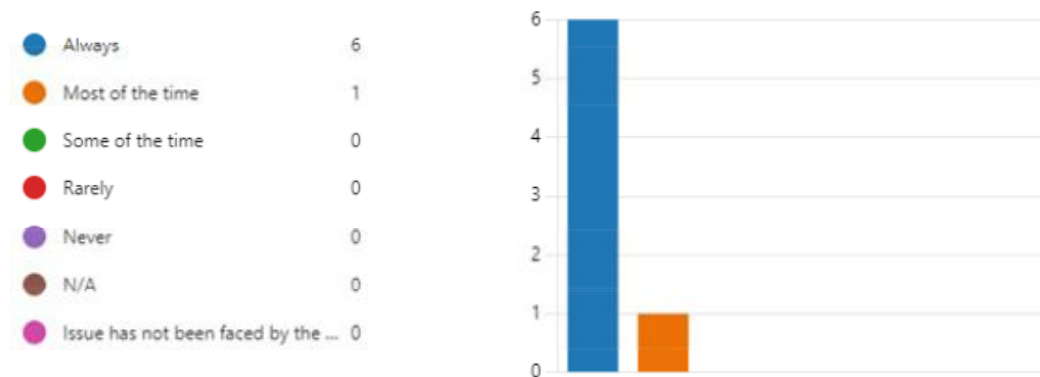


11. Provide specific representative examples to support your above response when applicable.

- N/A

12. **3.2: The Board may award a bonus to the CEO based on a set of ENDS-related criteria agreed upon with the CEO.**

Have we acted consistently with this item of policy?

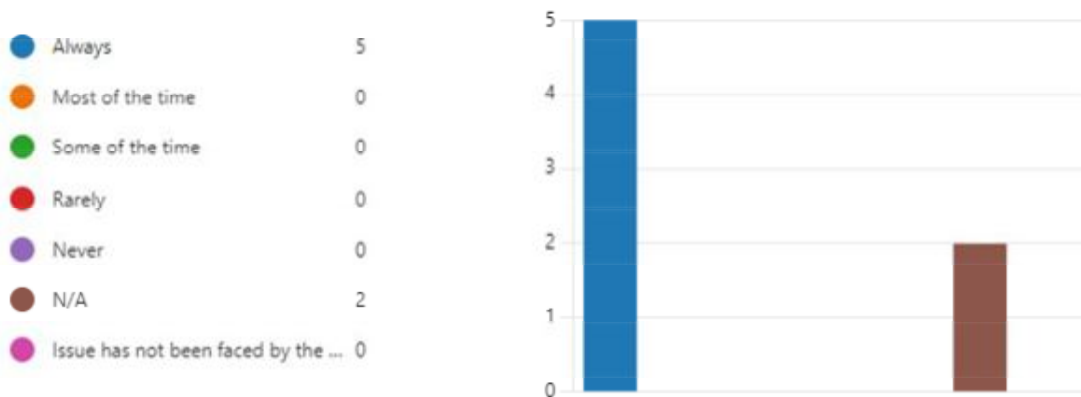


13. Provide specific representative examples to support your above response when applicable.

- N/A

14. **4.0: A committee process may be used to gather information and to provide options and their implications to the full Board for its decision.**

Have we acted consistently with this item of policy?



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

- N/A

16. Other Board Comments:

- N/A

<p align="center">BOARD OF TRUSTEES MEETING Action & Information Report Board Meeting Date: March 11, 2024</p>
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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 LANES?</i>	
9.0	Information Requested by the Board
9.1	General External Investigation Status Update
	<u>BOARD POLICY:</u> EXECUTIVE LIMITATIONS – EL-08 Communication & Support to the Board
Description:	
<p>At the 02.12.24 regular meeting of the Jackson College Board of Trustees, Trustee Heins requested a general external investigation status update, inclusive of expenditures to date toward the external investigation.</p> <p>The Board’s legal counsel, Bill Abbott, will provide a verbal status update as such during this time.</p>	
Resource Impact:	
None	
Requested Board Action:	
Receive a general external investigation status update from legal counsel.	

BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024



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?

9.0 Information Requested by the Board

9.2 Next Regular Board Meeting Topics – April 15, 2024

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 regular Board meeting (April 15, 2024). Below are currently anticipated topics. Please feel free to offer other agenda items at this point on the agenda.

- Policy Review: EL-05 Asset Protection
- Policy Review: EL-06 Investments
- Policy Review: BCD-05 CEO Succession
- Policy Review: GP-03 Board Planning Cycle & Agenda Control
- Policy Review: GP-12 Board Linkage with External Organizations
- Interpretations Review: EL-05 Asset Protection
- Interpretations Review: EL-06 Investments
- Evidence Review: EL-12 Land Use
- CEO Monitoring Compliance Schedule & Summary
- Board Survey Review: GP-00 Global Governance Commitment
- Board Survey Review: GP-11 Board Linkage with Ownership
- Board Survey Review: GP-02 Board Job Contributions
- Board Survey Review: GP-04 Role of Board Chair
- Board Survey Review: GP-10 Investment in Governance
- Board Survey Review: BCD-00 Global Board Management Delegation

Requested Board Action:

Review of currently anticipated topics.

BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024



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

10.1 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:



BOARD OF TRUSTEES MEETING
Action & Information Report
 Board Meeting Date: March 11, 2024

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 LANES?</i>
11.0 Meeting Content Review <u>BOARD POLICY:</u> 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:

BOARD OF TRUSTEES MEETING
Action & Information Report
Board Meeting Date: March 11, 2024



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?

12.0 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: