

**Jackson College  
Board of Trustees Meeting  
Regular Meeting - Monday, 6.8.20  
6:30PM**



**AGENDA**

- 1.0 Call to Order & Pledge of Allegiance**
- 2.0 Adoption of Minutes**
  - 2.1 Regular Board Meeting, Dated 05.11.20
- 3.0 Declaration of Conflict of Interest**
- 4.0 Ownership Linkage**
  - 4.1 Public Comments (limit of 5 minutes per person)
  - 4.2 Review of Ownership Linkage Meeting with JPEC Board of Governors
- 5.0 Governance Process**
  - 5.1 Consideration to sunset existing/old Governance Process Policies
  - 5.2 Consideration of new Governance Process policies
- 6.0 Executive Limitations Items**
  - 6.1 Consideration of Wickwire House Transfer to Jackson College Foundation
  - 6.2 MCCA Board Certification re: Board Membership and Executive Leadership
  - 6.3 Bond Ratifying Resolution for 2020 Facilities Bonds
- 7.0 Self-Evaluation of Governance Process & Board Performance at this Meeting**
  - 7.1 Principles of Policy Governance
- 8.0 Adjourn**

**REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**Jackson College**  
**Virtual/Electronic Meeting – Via Zoom Video Communications**  
**May 11, 2020**

The regular meeting of the Board of Trustees of Jackson College was held on Monday, May 11, 2020 electronically on the Zoom video platform.

Chairman Barnes called the meeting to order at 6:30pm Eastern Daylight Savings Time.

*Board Members Present:* Chairman, Sam Barnes; Vice Chairman, John Crist; Trustee; Matt Heins, Trustee, Donna Lake; Trustee; Philip Hoffman, Secretary, Sheila Patterson and Trustee Dr. Ed Mathein.

*Others Present:* Dr. Daniel J. Phelan, Dr. Kate Thirolf, Cindy Allen, Sara Perkin, Darrell Norris, Lee Hampton, Jason Valente, Jim Jones, Heather Wollett, Anthony Cleveland, Lana Lakin, Cheryl DeGroote, Sydney Thomas, Heather Albee-Scott, Marianne Finch, Michael Masters, Alana Tuckey, Dotty Karkheck, Jeff Chatfield and Tina May.

**ADOPTION OF MINUTES**

The minutes of the regular Board meeting on March 9, 2020 and the Spring Planning Session on April 29, 2020 were moved into the record by Chairman Barnes on behalf of the Trustees.

**DECLARATION OF CONFLICT OF INTEREST**

There were no conflicts.

**OWNERSHIP LINKAGE**

There were no public comments

**GOVERNANCE PROCESS ITEMS FOR DECISION**

*Selection of Audit Committee Members*

Trustees Crist, Mathein and Hoffman agreed to serve on the Audit Committee for FY '21.

*Consideration of June Board Meeting Design*

Given the current COVID 19 situation, the Board discussed whether to hold the June 8, 2020 board meeting in person or virtually. **MOTION BY TRUSTEE HEINS** "to hold the June 8, 2020 meeting via Zoom." **MOTION PASSED UNANIMOUSLY.**

**EXECUTIVE LIMITATIONS ITEMS FOR DECISION**

*Executive Limitations Items for Decision: CEO Compliance Certification*

President Phelan provided a signed CEO Compliance Certification to ensure he fulfills current board policy. Given the policy changes being undertaken with policy governance improvements, this will be the last time he provides this certification – future monitoring reports for Executive Limitations will address, in more detail, the status of compliance.

### *JPEC Continuity Plan*

President Phelan presented the JPEC Continuity of Instruction Plan, as required by the Michigan Department of Education. He requested that the Jackson College Board ratify the action he took as the CEO, acting on behalf of the board, in approving the plan.

**MOTION BY TRUSTEE CRIST** “to ratify the JPEC Continuity of Instruction Plan.”

**MOTION PASSED UNANIMOUSLY.**

### *Sunset of Current Board-Staff Relations Policies*

Following work with *Govern for Impact* consultant Rose Mercier to develop new Board-CEO Delegation Policies, President Phelan requested the Board consider the sunset of the current (now old) Board-Staff Relations policies. Specifically the policies to sunset included: 0101 Delegation to the President, 0102 President’s Job Description, 0103 Monitoring Presidential Performance and 0104 Emergency Presidential Succession Plan. **MOTION BY TRUSTEE MATHEIN** “To sunset the current Board-Staff Relations policies as presented. **MOTION PASSED UNANIMOUSLY.**

### *Consideration of New Board-CEO Delegation Policies*

President Phelan shared the Global Policy Statement and 6 new Board-CEO Delegation policies resulting from the Board’s work with consultant Rose Mercier. Specifically, the new policies are BCD-1 Unity of Control, BCD-2 Accountability of the President, BCD-3 Delegation to the President, BCD-4 Monitoring President Performance, BCD-5 President Succession and BCD-6 President Compensation. **MOTION BY TRUSTEE HEINS** “To approve the Global Statement and 6 new Board-CEO Delegation policies as presented.” **MOTION PASSED UNANIMOUSLY.**

### *Consideration of Amending Resolution to Bond Refinancing*

President Phelan requested the Board’s consideration of a Bond Resolution for refinancing that would allow the College to expand the scope of the 2020 Bond issue related to Campus View III, and also authorize the College to reimburse itself for project expenses that have been paid within 60 days of this resolution passing. **MOTION BY TRUSTEE CRIST** “To approve the resolution for bond refinancing” **ROLL CALL VOTE: TRUSTEES MATHEIN, LAKE, HEINS, CRIST, PATTERSON, HOFFMAN AND BARNES MOTION PASSED UNANIMOUSLY.**

### *Consideration of Resolution to Establish a Line of Credit*

President Phelan requested the boards consideration of a resolution to establish a line of credit for \$10 million that would provide access to revenues for use during urgent operational situations, or to pay previous loans obtained for College operations under the Community College Act. President Phelan assured the Board that no funds would be expended from this line of credit without prior Board approval, noting that this is a safety net only. **MOTION BY TRUSTEE MATHEIN** “To approve the resolution for bond refinancing” **ROLL CALL VOTE: TRUSTEES MATHEIN, LAKE, HEINS, CRIST, PATTERSON, HOFFMAN AND BARNES MOTION PASSED UNANIMOUSLY.**

### *Consideration of Millage Decision*

President Phelan reviewed earlier discussions surrounding pursuing a Headlee override at the November election. However, in light of the economic ravages of the global pandemic, he recommended that the College not pursue such a request. The Board agreed the timing is not right and will not pursue a millage this year.

#### *Truth in Budgeting Hearing*

President Phelan noted that each year the College must satisfy its legal requirement of publicly presenting the coming year's budget with appropriate "Truth in Budgeting" disclosures to the public, as required, a public notice was placed in the local newspaper (i.e., Citizen Patriot). The College received no responses from this posting.

Chairman Barnes opened the public hearing at 7:00pm. There were no public comments. Chairman Barnes closed the hearing at 7:01pm.

#### *Consideration of Authorization to Levy*

President Phelan presented the proposal to levy taxes for the new fiscal year. The new tax rate for FY '21 is estimated to be 1.1390 due to a Headlee reduction. **MOTION BY TRUSTEE CRIST** "To approve authorization to levy a tax rate of 1.1390 mills, as presented. **ROLL CALL VOTE: TRUSTEES MATHEIN, HEINS, CRIST, PATTERSON, HOFFMAN, LAKE AND BARNES VOTED AYE. MOTION PASSED UNANIMOUSLY.**

#### *Consideration of FY '21 Tuition and Fees*

President Phelan presented the following proposed tuition and fee rates for FY '21 for the Board's consideration, **MOTION BY TRUSTEE LAKE** "To approve tuition and fees as presented for FY '21." **ROLL CALL VOTE: TRUSTEES PATTERSON, CRIST, HEINS, MATHEIN, LAKE AND BARNES VOTED AYE. MOTION PASSED UNANIMOUSLY.** The approved tuition and fees for FY '21 are as follows:

- In-District tuition at \$163.46 (was \$160.25) a 2.0% increase
- Out-District at \$245.19 (was \$240.38) a 2.0% increase
- Out-of-State/International at \$326.91 (was \$320.50) a 2.0% increase
- Student Service Fee will be \$46.00 for billing contact hour (was \$46.00)

President Phelan presented the proposed Fiscal Year 2021 budget based on general parameters reviewed by the Board of Trustees, **MOTION BY TRUSTEE HOFFMAN** "To approve the Fiscal Year 2021 budget of \$41,016,694." **ROLL CALL VOTE: TRUSTEES CRIST, PATTERSON, HEINS, HOFFMAN, MATHEIN, LAKE AND BARNES VOTING AYE. MOTION PASSED UNANIMOUSLY.**

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

This agenda item provided an opportunity for the Board to reflect on how well Policy Governance principles were incorporated into each meeting.

#### **ADJOURN**

**MOTION BY TRUSTEE HOFFMAN** "To adjourn." **MOTION PASSED UNANIMOUSLY,**

Meeting adjourned at 7:12PM.

The foregoing minutes of the regular meeting of the Board of Trustees held on Monday, May 11, 2020 were approved at the regular meeting of the Board held on June 8, 2020.



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Secretary



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Chairman

**BOARD OF TRUSTEES MEETING**  
**Action & Information Report**  
Board Meeting Date: June 8, 2020



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

**Subject to be Discussed:**

4.0 Ownership Linkage

4.1 Public Comments (limit of 5 minutes per person)

4.2 Review of Ownership Linkage Meeting with JPEC Board of Governors

**Description:**

This item is placed on the agenda for members of the community to provide comments to the Board of Trustees. There is one open forum period during each regularly scheduled board meeting. Comments are limited to five (5) minutes unless a significant number of people plan to speak, in that instance the Chair may limit a person's comments to less than five (5) minutes.

When addressing the Board, speakers are asked be respectful and civil, and are encouraged to address individual, personnel or student matters directly with the appropriate College department. As a practice, the Board does not respond in this setting when the matter presented concerns personnel, student issues, or matters that are being addressed through the established grievance or legal processes, or otherwise are a subject of review by the Board of Trustees.

In addition, Trustees Lake and Crist will provide an overview from the Ownership Linkage meetings held with the JPEC Board of Governors earlier in the day.

**Resource Impact:**

None

**Requested Board Action:**

None

**Action Taken:**

None

**BOARD OF TRUSTEES MEETING**  
**Action & Information Report**  
Board Meeting Date: June 8, 2020



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

**Subject to be Discussed:**

5.1 Consideration to sunset existing/old Governance Process Policies

**Description:**

Following work with consultant Rose Mercier to develop new Governance Process Policies it is necessary to take action to sunset the current/old Governance Process policies.

Specifically, the policies requested for sunset are:

[6 Board Committee Principles](#)  
[3 Board Job Description](#)  
[7 Board Members Code of Conduct](#)  
[5 Board Planning and Agenda](#)  
[4 Chairperson's Role](#)  
[1 Governance Commitment](#)  
[2 Governing Style](#)

**Resource Impact:**

None

**Requested Board Action:**

Consideration to sunset existing/old Governance Process policies.

**Action Taken:**

**MOTION BY TRUSTEE HOFFMAN** "To sunset the current Governance process policies as presented. **ROLL CALL VOTE: TRUSTEES CRIST, HEINS, PATTERSON, LAKE, HOFFMAN, MATHEIN AND BARNES. MOTION PASSED UNANIMOUSLY.**

**BOARD OF TRUSTEES MEETING**  
**Action & Information Report**  
 Board Meeting Date: June 8, 2020



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

**Subject to be Discussed:**

**5.2 Consideration of Governance Process Policies**

Enclosed for your consideration are the proposed new Governance Process Policies that have resulted from the work with consultant Rose Mercier. Specifically, they are:

- GP – 00 Global Governance Commitment
- GP – 01 Governance Style
- GP – 02 Board Job Contributions
- GP – 03 Board Planning Cycle and Agenda Control
- GP – 04 Role of the Board Chair
- GP – 05 Role of the Vice Chair
- GP – 06 Role of the Board Secretary
- GP – 07 Board Committee Principles
- GP – 07.1 Audit Committee Terms of Reference
- GP – 07.2 Ownership Linkage Committee Terms
- GP – 08 Board and Committee Expenses
- GP – 09 Board Code of Conduct
- GP – 10 Investment in Government
- GP – 11 Board Linkage with Ownership
- GP – 12 Board Linkage with External Organizations
- GP – 13 Special Rules of Order
- GP – 14 Handling Operational Complaints
- GP – 15 Handling Alleged Policy Violations

**Resource Impact:**

None

**Requested Board Action:**

Approval of new Governance Process policies GP - 00, GP -01, GP – 02, GP – 03, GP – 04, GP – 05, GP – 06, GP – 07, GP – 08, GP – 09, GP -10, GP – 11, GP – 12, GP – 13, GP – 14 and GP – 15.

**Action Taken:**

**MOTION BY TRUSTEE MATHEIN** “To approve the new proposed Governance process policies as presented



<b>Governance Process</b>	<b>Ends</b>
<b>Board- President Delegation</b>	<b>Executive Limitations</b>

## **BOARD OF TRUSTEES POLICY**

**Policy Type:** Governance Process

**Policy Title:** Global Governance Commitment

**Policy Number:** GP - 00

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

The purpose of the Jackson College Board of Trustees, functioning on behalf of the citizens of Jackson County, is to ensure that Jackson College achieves appropriate results for the appropriate people, and at an appropriate cost, as specified in the Boards Ends policies, and avoids unacceptable actions and situations, as specified in the Board's Executive Limitations policies.



<b>Governance Process</b>	<b>Ends</b>
<b>Board- President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Governing Style

**Policy Number:** GP - 01

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

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 President 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.

1. The Board will cultivate a sense of group responsibility. The Board, not the President, will be responsible for excellence in governing. The Board will initiate policy, not merely react to President initiatives. The Board will use the expertise of individual Trustees, Board committees and the President 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.
2. The Board will direct, control, and inspire the organization through the careful establishment of broad written policies reflecting the Owners' 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.
3. 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 capability. Although the Board can change its governance process policies at any time, it will scrupulously observe those policies currently in force.
4. The Board will not allow any Trustee or committee of the Board to hinder or be an excuse for not fulfilling Board obligations.



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Board Job Contributions

**Policy Number:** GP - 02

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

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 worth.
  - 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.
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]



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Board Planning Cycle and Agenda Control

**Policy Number:** GP - 03

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

To accomplish its job products with a governance style consistent with Jackson College Board of Trustee's policies, the Board will develop and follow a multi-year cycle that includes all elements of the Board's work.

1. The Board shall maintain control of its own agenda by developing an annual schedule based on the multi-year cycle. [See cycle at the end of this policy.]
  - 1.1. Review of the Ends in a timely fashion which allows the President to build a budget based on accomplishing a one-year segment of the Board's most recent statement of long-term Ends.
  - 1.2. Linkage with the Ownership to gain a representative mix of owner values, perceptions and expectations, prior to the above review.
  - 1.3. Education and professional development related to development and revision of Ends. The Board will consider including environmental scanning, review of professional articles and publications, conference attendance, participation in presentations by thought leaders or experts, and activities which develop strategic foresight.
  - 1.4. Risk assessment, including probability of risks and impact of particular risks, as background context for policy review.
  - 1.5. Content review of selected Executive Limitations, Governance Process and Board – CEO Delegation policies, consistent with a multi-year schedule that includes all policies.
  - 1.6. Self-evaluation of the Board's own compliance with selected Governance Process and Board – CEO Delegation policies, consistent with the schedule in the policy *Investment in Governance*.
  - 1.7. Documentation of monitoring compliance by the President with Executive Limitations and Ends policies. Monitoring reports will be read in advance of the Board meeting, and discussion will occur only if Board members assess interpretations as unreasonable, identify non-compliance, or identify potential need for policy amendments.
  - 1.8. Education and professional development about the process of governance.
  - 1.9. Two planning sessions annually, one held no later than November, the second held no later than April. The Board will schedule a Summer retreat no later than June.

2. Based on the outline of the annual schedule, the Board delegates to the Board Chair the authority to fill in the details of the meeting content. Potential agenda items shall be carefully screened. Screening questions shall include:
  - Clarification as to whether the issue clearly belongs to the Board or the President.
  - Identification of what category an issue relates to Ends, Executive Limitations, Governance Process, Board-President Delegation.
  - Review of what the Board has already said in this category (i.e., via policy review), and how the current issue is related.
3. Throughout the year, the Board will work to limit the number of, and attend to Required Approvals Agenda items as expeditiously as possible. When an item is brought to the Board via the Required Approvals Agenda, deliberation, if any, will only be in regard to whether or not the President's decision complies with relevant Board policies.
  - 3.1. Not later than June, the College's tuition, fee-setting, and the levy and collection of taxes in the annual budget.

ANNUAL PLANNING CYCLE: (YEAR 1: 08/2020 – 06/2021) (YEAR 2: 08/2021 – 06/2022) (YEAR 3: 08/22 – 06/23)						
Month	Planned Linkage with Owners	Board Education	Ends Decisions	Governance Process & Board-President Delegation Decisions	Executive Limitations Decisions	Monitoring President & Board Self-Evaluation (BSE)**
August				<u>REVIEW</u> – Board bylaws		<u>Monitor E01</u> Ends
September				<b>Y1</b> <u>CR BMD-03</u> Delegation to President <b>Y2</b> <u>CR BMD-04</u> Monitoring President Performance (y2) <b>Y3</b> <u>CR GP-07</u> Board Committee Principles <u>Review</u> President's Contract	<u>RAA</u> – State Required Best Practices	<u>Monitor EL-0</u> General Executive Constraint <u>Monitor EL02</u> Treatment of Staff <b>Y1</b> <u>BSE BMD-03</u> Delegation to President <b>Y2</b> <u>BSE BMD-04</u> Monitoring President Performance <b>Y3</b> <u>CR GP-07</u> Board Committee Principles
October				<b>Y1</b> <u>CR BMD-01</u> Unity of Control <b>Y2</b> <u>CR GP-04</u> Role of Vice Chair <b>Y3</b> <u>CR GP-08</u> Board and Committee Expenses		<u>Monitor EL01</u> Treatment of Students <b>Y1</b> <u>BSE BMD-01</u> Unity of Control <b>Y2</b> <u>BSE GP-04</u> Role of Vice Chair <b>Y3</b> <u>BSE GP-08</u> Board and Committee Expenses
November				Audit Report <u>INFO</u> CEO, CFO Audit Certifications	<u>RAA</u> – Budget Adjustments	<u>Monitor EL04</u> Financial Conditions & Activities <u>Monitor EL08</u> Communication & Support to the Board
December						
January				Officer elections (2021) <b>Y1</b> <u>CR GP07.1</u> Audit Committee Terms of Reference <b>Y2</b> <u>CR GP-13</u> Special Rules of Order <b>Y3</b> <u>CR BMD-Q2</u> Accountability of the President <u>DECISION</u> : Spring planning session date		<u>Monitor EL09</u> Organization Culture <u>Monitor EL07</u> Compensation & Benefits <b>Y1</b> <u>BSE GP07.1</u> Audit Committee Terms of Reference

				<u>DECISION</u> Distinguished Service Awards		<u>Y2</u> <u>BSE GP-13</u> Special Rules of Order <u>Y3</u> <u>CR BMD-02</u> Accountability of the President
February				<u>Y1</u> <u>CR GP-14</u> Handling Operational Complaints <u>Y2</u> <u>CR GP-15</u> Handling Alleged Policy Violations <u>Y3</u> <u>CR GP-11</u> Linkage with Ownership <u>Y3</u> <u>CR GP-07.2</u> Ownership Linkage Committee ToR <u>DECISION</u> : Select presenters for commencement <u>DECISION</u> : Distinguished Service Awards <u>DECISION</u> : Select Crockett Award recipient		<u>Monitor</u> <u>EL10</u> Access to Education <u>Y1</u> <u>BSE GP-14</u> Handling Operational Complaints <u>Y2</u> <u>BSE GP-15</u> Handling Alleged Policy Violations <u>Y3</u> <u>BSE GP-11</u> Linkage with Ownership <u>Y3</u> <u>CR GP-07.2</u> Ownership Linkage Committee ToR
March				<u>Y1</u> <u>CR GP-01</u> Governing Style <u>Y2</u> <u>CR BMD-06</u> President Compensation <u>Y3</u> <u>CR2 GP-00</u> Governance Commitment		<u>Monitor</u> <u>EL11</u> Ends Focus of Grants or Contracts <u>Monitor</u> <u>EL13</u> Entrepreneurial Activity <u>Y1</u> <u>BSE GP-01</u> Governing Style <u>Y2</u> <u>BSE BMD-06</u> President Compensation <u>Y3</u> <u>BSE GP-00</u> Governance Commitment
April				<u>INFO</u> Q3 Treasurer's Report? <u>Y1</u> <u>CR GP-02</u> Board Job Contributions <u>Y1</u> <u>CR GP-04</u> Role of Board Chair <u>Y2</u> <u>CR GP-10</u> Investment in Governance <u>Y3</u> <u>CR BMD-00</u> Global Board Management Delegation		<u>Monitor</u> <u>EL-12</u> Land Use <u>Y1</u> <u>BSE GP-02</u> Board Job Contributions <u>Y1</u> <u>BSE GP-04</u> Role of Board Chair <u>Y2</u> <u>BSE GP-10</u> Investment in Governance <u>Y3</u> <u>CR BMD-00</u> Global Board Management Delegation
May				<u>Y1</u> <u>CR BMD-05</u> President Succession <u>Y2</u> <u>CR GP-03</u> Board Planning Cycle & Agenda Control <u>Y3</u> <u>CR GP-12</u> Board Linkage with Other Organizations <u>INFO</u> – State Accountability Report (ACS)		<u>Monitor</u> <u>EL-05</u> Asset Protection <u>Monitor</u> <u>EL-06</u> Investment <u>Y1</u> <u>CR BMD-05</u> President Succession <u>Y2</u> <u>BSE GP-03</u> Board Planning Cycle & Agenda Control <u>Y3</u> <u>BSE GP-12</u> Board Linkage with Other Organizations

June 8, 2020 Board Meeting - Governance Process Items

June				<p><b>Y1 Y2 Y3</b> CR GP-10 Board Code of Conduct</p> <p><u>DECISION</u>: Select Representatives to MCCA Board of Directors</p> <p><u>DECISION</u>: Fall planning session date</p> <p><u>INFO</u> Administrative Personnel Practices Manual/Compensation</p>	<p><u>RAA</u> Budget Approval</p>	<p>Monitor EL-03 Planning</p> <p><b>Y1 Y2 Y3</b> <u>BSE</u> GP-10 Board Code of Conduct</p>
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<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## 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:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

The 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.



Governance Process	Ends
Board- President Delegation	Executive Limitations

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Role of the Vice Chair

**Policy Number:** GP - 05

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

The Jackson College Board Vice Chair shall, in the absence of the Board Chair/CGO, preside at all meetings of the Board and have such other duties and powers as the Board may specify.



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Role of the Board Secretary

**Policy Number:** GP – 06

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

The Jackson College Board of Trustees Secretary is an officer of the Board whose purpose is to ensure the integrity of the Board's documents.

1. The assigned result of the Board Secretary's job is to see to it that all Board documents and filings are accurate and timely.
  - 1.1. Policies will be current in their reflection of Board decisions. Decisions upon which no subsequent decisions are to be based, such as Required Approvals Agenda decisions, motions to adjourn, and staff or Trustee recognitions need not be placed in policy.
  - 1.2. The format of policies will rigorously follow Policy Governance® principles.
  - 1.3. Regulations and laws necessary for legal compliance and for consistency with the principles of Policy Governance® will be made known to the Board.
  - 1.4. Meeting minutes will be an accurate record of Board decisions and due diligence, in an appropriate format and degree of brevity.
  - 1.5. The authority of the Board Secretary is access to, and control over, Board documents, the authority to make any reasonable interpretation of this policy, and the reasonable use of administrative staff time.
    - 1.5.1. The Board may appoint an Assistant to the Board Secretary to assist with the work required of the Office. The Board Secretary remains accountable for compliance with this policy.



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Audit Committee Terms of Reference

**Policy Number:** GP – 07.1

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

The Audit Committee of the Jackson College Board of Trustees enhances the Board's effectiveness and efficiency in fulfilling its external and direct inspection monitoring responsibilities of fiscal policy.

### Committee Products

1. The Committee products are to support the Board's job, never to decide for the Board unless explicitly stated below:
  - 1.1. A transparent process of review and disclosure that enhances owner and stakeholder confidence in the organization's financial reporting.
    - 1.1.1. Options for Board decision re: appointment, compensation and oversight of public accounting firm; designation of specific area(s), if any, of audit focus; and liaison with auditor on behalf of Board.
    - 1.1.2. Options for Board decision about the appointment, compensation and oversight of independent counsel or other advisors necessary to the Board in carrying out its audit duties.
    - 1.1.3. At the request of the Board, an opinion for the Board as to President compliance with criteria specified in Executive Limitations policies on internal controls [EL-5, items 4, 4.1 and 4.2]
    - 1.1.4. An opinion for the Board upon its request as to the President's compliance with criteria specified in Executive Limitations policies on data and information security [EL-5, item #9].
    - 1.1.5. An opinion for the Board, based on evidence required of the external auditor, as to whether the independent audit of the organization was performed in an appropriate manner.
    - 1.1.6. An annual report to the Board highlighting the Committee's review of the audited financial statements and any other significant information arising from their discussions with the external auditor.
  - 1.2. Current information for the Board on significant new developments in accounting principles or relevant rulings of regulatory bodies that affect the organization.

- 1.3. Current information for the Board on significant new developments in data and information security that affect the organization.
- 1.4. A self-monitoring report on the appropriateness of the Board's own spending, based on criteria in the Governance Process policy on Board expenses.
- 1.5. Options for Board decision re: capital projects outside the President's expenditure limits as identified in Executive Limitations on finance.

#### **Committee Authority**

2. The Committee's authority enables it to assist the Board in its work, while not interfering with Board holism.
  - 2.1. The Committee cannot change or contravene Board policies, or instruct the President or any other College staff member. (Requests for information, required in the conduct of its duties, should be made through the President).
  - 2.2. The Committee may not spend or commit organization funds, other than those specifically allocated by the Board.
  - 2.3. The Committee may use staff resource time normal for administrative support around meetings.
  - 2.4. The Committee may meet independently with the organization's external auditors.
  - 2.5. The Committee Chair has the authority to make any reasonable interpretation of this policy.

#### **Committee Composition and Tenure**

3. The Committee's composition shall enable it to function effectively and efficiently.
  - 3.1. The Committee shall be composed of not more than three Trustees.
  - 3.2. Members shall be appointed by the Board Chair for a three-year year term. Members will serve staggered terms. Membership on the Committee will be rotated among all Trustees.
  - 3.3. The Committee shall appoint a Committee Chair from among its members.



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Ownership Linkage Committee Terms of Reference

**Policy Number:** GP – 07.2

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

The Ownership Linkage Committee will assist the Jackson College Board of Trustees in fulfilling its responsibilities regarding connection to Owners.

### Committee Products:

1. The committee products are to support the Board's job, never to decide for the Board, unless explicitly stated below.
  - 1.1. A current Ownership Linkage Plan that enables constructive Board dialogue with Owners related to Ends issues.
    - 1.1.1. An initial Ownership Linkage Plan provided to the Board for review and decision by the Spring Planning Session.
    - 1.1.2. An annual evaluation of the effectiveness of the prior year's plan will occur, with input from the Board.
    - 1.1.3. An updated Ownership Linkage Plan annually, with input from the Board.
    - 1.1.4. An organized written presentation of information collected from groups within the Ownership, in a format useful to the Board for Ends deliberations, by June annually.

### Committee Authority:

2. The Committee's authority enables it to assist the Board in its work, while not interfering with Board holism.
  - 2.1. The Committee cannot change or contravene Board policies, or instruct the President, or any other staff member, other than to request information required in the conduct of its duties.
  - 2.2. The Committee may not spend or commit organization funds, other than those specifically allocated by the Board.
  - 2.3. The Committee may use staff resource time normal for administrative support around meetings, as well as administrative support included in the Board's Ownership linkage plan, in coordination with the President.
  - 2.4. The Committee Chair has the authority to make any reasonable interpretation of this policy.

### Committee Composition and Tenure:

3. The Committee's composition shall enable it to function effectively and efficiently.
  - 3.1. The Committee shall be composed of up to three Trustees appointed by the Chair.
  - 3.2. The Committee shall appoint a Chair from among its members.
  - 3.3. Members shall be appointed for a three-year term.



Governance Process	Ends
Board-President Delegation	Executive Limitations

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Board and Committee Expenses

**Policy Number:** GP – 08

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

As provided by law 389.112 of Part 2, Chapter 11 of the Community College Act of 1966, the Jackson College Board of Trustees shall not receive any compensation for services rendered, but may be reimbursed for reasonable expenses incurred in the conduct of their Board duties. This includes all Board and Board committee meetings, conferences, professional development activity, as well as any meeting attended at the direction of the Board, or at the request of the President.



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Board Code of Conduct

**Policy Number:** GP – 09

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

The Jackson College Board of Trustees expects of itself and its members ethical, business-like and lawful conduct. This includes proper use of authority and appropriate decorum when acting as Trustees. It further expects Trustees to treat one another, the President, College employees, citizens of Jackson County, students, and parents with respect, co-operation and a willingness to deal openly on all matters.

1. Trustees must have loyalty to the Ownership that supersedes any loyalties to the President, College employees, other organizations or any personal interest as a consumer.
2. Trustees are accountable to exercise the powers and discharge the duties of their office honestly and in good faith. Trustees shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
3. Trustees must avoid a conflict of interest with respect to their fiduciary responsibility.
  - 3.1. There must be no self-dealing or any conduct of private business or personal services between any Trustee and the organization, except as procedurally controlled to assure openness, competitive opportunity, and equal access to otherwise "inside" information. Trustees will disclose at the regular monthly meetings any new involvements with other organizations, vendors, or any associations that might be or might reasonably be seen as being a conflict.
  - 3.2. When the Board is to decide upon an issue, about which a Trustee has an unavoidable conflict of interest, that Trustee shall recuse herself or himself without comment, from not only the vote, but also from the deliberation. This absence shall be recorded in the minutes.
  - 3.3. Trustees will not use their Board position to obtain employment with, or furnish services or goods to the College for themselves, family members, or associates. Should a Trustee apply for employment, she/he must first resign from the Board.
4. Trustees will respect the confidentiality appropriate to issues of a sensitive nature, including at all times the content of legally held, closed meetings of the Board.
5. Trustees shall not attempt to exercise individual authority over the organization or the President.

- 5.1. When interacting with College employees, Trustees must recognize that individual Trustees have no authority to instruct or evaluate employees, and no authority to insert themselves into employee operations.
- 5.2. The Board Chair or designee is the only person authorized to speak to the public, the media or other entities on behalf of the Board. Trustees shall not presume to speak for the Board when interacting with the press or the public. Trustees shall only report actual Board policy decisions when interacting with the press or the public.
6. Trustees shall be familiar with the incorporating documents, relevant legislation and regulations, by-laws, governing policies of the organization, issues pertaining to higher education, as well as the rules of procedure and proper conduct of a meeting so that any decision of the Board may be made in an efficient, knowledgeable and expeditious fashion.
7. Trustees will be properly prepared for Board deliberation.
8. Trustees will collaborate with other Trustees and share information on matters of substance related to their governance role so that no one Trustee possesses information that all other Trustees should have. Such collaboration must adhere to legal requirements of board assemblage.
9. Trustees will support the legitimacy and authority of Board decisions, regardless of the member's personal position on the issue.
10. Trustees shall review community college publications and regularly take part in educational activities including state, regional and national meetings and events that will assist them in their ability to serve effectively as a member of the College's governing Board.
11. Trustees shall hold themselves and other Trustees accountable for complying with this Code of Conduct.
12. Trustees who are found to have violated the Code of Conduct are subject to reprimand.



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## 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:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

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

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 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:

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



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Board Linkage with Ownership

**Policy Number:** GP – 11

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

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

1. When making governance decisions, Trustees shall maintain a distinction between their personal interests as customers, of the College's mission and services, as well as their obligation to speak for others as a representative of the Owners as a whole. As the agent of the Owners, the Board is obligated to identify and know what the Owners want and need.
2. The Board shall gather data in a way that reflects the diversity of the Ownership. It shall meet with, gather input from, and otherwise interact with Owners in order to understand the diversity of their values and perspectives.
3. The Board will establish and maintain a three-year Ownership linkage planning cycle, in order to ensure that the Board has intentional and constructive dialogue and deliberation with the Owners, primarily around the organization's Ends. The plan will include selection of representative Owners for dialogue, methods to be used, and questions to be asked of the Owners. The information obtained from this dialogue with Owners will be used to inform the Board's policy deliberations.
  - 3.1. All Trustees are accountable to the Board for participating in the linkage with Owners as identified in the plan.
4. The Board will consider its Ownership linkage successful if, to a continually increasing degree:
  - When developing or revising Ends, the Board has access to diverse viewpoints that are representative of the Ownership regarding what benefits this organization should provide, for whom, and the relative priority of those benefits.
  - The Owners are aware that the Board is interested in their perspective, as owners and not as customers.
  - If asked, the Owners would say that they have had opportunity to let the Board know their views.
  - The Owners are aware of how the Board has used the information they provided.
  - The outcomes of the deliberations with the Owners are policy related matters rather than operational or customer-based matters.



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Board Linkage with External Organizations

**Policy Number:** GP – 12

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

The Jackson College Board of Trustees shall identify other organizations with which it requires good working relationships in order to share and enhance its role as Owner representative in determining the most appropriate Ends.

1. The Board shall establish mechanisms for maintaining open communication with federal, state, local governing bodies as well as other public and private entities regarding Ends. Such mechanisms may include, but are not limited to:
  - Inviting representatives of those organizations to Board meetings
  - Meeting jointly with other Boards on occasion
2. For organizational memberships relevant to governance, the Board shall consider the merits of membership in other organizations annually.



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Special Rules of Order

**Policy Number:** GP – 13

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

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

1. All by-law obligations respecting Board meetings must be satisfied.
2. Board meetings shall be called to order at the time specified in the notice of meeting and upon satisfaction of quorum.
3. Trustees will not present an item for action or discussion at a Board meeting if it is not on the agenda.
4. Meeting order and decorum shall be maintained and all members treated with dignity, respect, courtesy, and fairness during discussion and debate and in all other respects.
5. Trustees must keep their comments relevant to the issue under consideration.
6. Board meetings will be conducted at a level of informality considered appropriate by the Board Chair.
7. Board decisions will be made, to the extent possible, on the basis of consensus.
8. Where consensus is not possible, proposals that the Board take action, or decide a particular matter, shall be made by main motion of a Trustee, discussed, and then voted on. Motions do not require a second to proceed to discussion and subsequent vote.
  - 8.1. The Chair may, to the same extent as any Board member, make motions, engage in debate, or vote on any matter to be decided.
  - 8.2. A motion to amend a main motion may be amended, but third level amendments are out of order.
  - 8.3. A motion to refer to a committee, postpone, or table, may be made with respect to a pending main motion, and if carried shall set the main motion (the initial proposal) aside accordingly.
9. Trustees may speak to a pending motion on as many occasions, and at such length, as the Chair may reasonably allow.
10. A vote on a motion shall be taken when discussion ends but any Trustee may, during the course of debate, move for an immediate vote (close debate) which, if carried, shall end discussion and the vote on the main motion shall then be taken.

11. A majority vote will decide all motions before the Board excepting those matters in the by-laws which oblige a higher level of approval.
  - 11.1. A decision to discontinue the Board's use of Policy Governance can occur only by a supermajority (i.e., Two-thirds) vote of the entire Board (i.e., Five members of the Board).
12. Board decisions about policies and revisions to policies will be considered only after first and second reading at a minimum of two meetings unless the Board waives this requirement and authorizes immediate effect.
13. A motion to adjourn a Board meeting may be offered by any Trustee or, on the conclusion of all business, adjournment of the meeting may be declared by the Board Chair.
14. A Trustee may request to have his or her vote on the record.
15. When further rules of order are to be developed by the Board, the Board will consider Robert's Rules of Order for Small Boards & Assemblies as a resource guide.



<b>Governance Process</b>	<b>Ends</b>
<b>Board- President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Handling Operational Complaints

**Policy Number:** GP – 14

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

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

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



<b>Governance Process</b>	<b>Ends</b>
<b>Board-President Delegation</b>	<b>Executive Limitations</b>

## BOARD OF TRUSTEES POLICY

**Policy Type:** Governance Process

**Policy Title:** Handling Alleged Policy Violations

**Policy Number:** GP – 15

**Date Adopted:** 06/08/20

**Version:** 1.0

**Date Last Reviewed:** 06/08/20

**Office Responsible:** President's

**Reviewing Committee:** Board of Trustees

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

1. Conditions which may trigger a request for monitoring beyond the normal schedule may include:
  - A Trustee has been contacted regarding a complaint by a member of the Ownership. After the Board member has followed the procedure for handling complaints (See GP-14 Policy on Handling Complaints), the individual again contacts the Trustee indicating that the complaint still exists, and in the Trustee's opinion the incident appears to be a potential policy violation.
  - One or more Trustees receive complaints or become aware of a pattern of similar instances that, taken together, raise questions of general policy violation.
  - A single incident of complaint is of a nature that, regardless of how it is resolved, there is a serious question of policy violation.
2. If any of the above conditions exist:
  - The Trustee shall inform the Board Chair of the situation.
  - If the alleged situation presents a material level of risk to the organization, the Board Chair shall call a special meeting of the Board as soon as practical and the Board shall determine if (a) it needs to seek legal counsel, and/or (b) engage an external, qualified, independent third party.
  - If the alleged situation does not present a sufficient level of risk for the above process, the Board Chair shall request the President to provide to the Board his or her interpretation of the policy, or the relevant parts of the policy, along with rationale for why the interpretation should be considered reasonable.
  - The Board shall determine whether the President's interpretation falls within any reasonable interpretation of the policy, or whether to request an opinion regarding reasonableness from a qualified, external, disinterested third party.
  - The Board shall determine whether to request evidence of compliance with the interpretation from the President or a qualified, external, disinterested third party.

- The Board as a whole shall determine whether the President's interpretation falls within any reasonable interpretation of the policy.
3. If the President's interpretation is assessed by the Board to be reasonable, and there is evidence of compliance with that interpretation, the matter shall be dropped at the Board level. The President will handle the issue.
  4. If the President's interpretation is assessed by the Board as not being a reasonable interpretation of the policy, or there is a clear violation of a reasonable interpretation, the Board shall determine the degree of seriousness of the issue and address the President regarding performance.
  5. If the incident(s) in question do(es) not appear to be a potential violation of policy:
    - The Trustee should consider if he or she believes the policy should be amended to prevent a future occurrence of a similar situation.
    - If the Trustee considers that a policy amendment should be made, the Board member should ask the Board Chair to put the item on the next agenda.
  6. The Board as a whole then shall debate whether or not the policy should be amended, making the reported event explicitly unacceptable in the future.

**BOARD OF TRUSTEES MEETING**  
**Action & Information Report**  
Board Meeting Date: June 8, 2020



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

**Subject to be Discussed:**

6.1 Consideration of Wickwire House Transfer to Jackson College Foundation

Following prior discussion, I ask for your consideration to transfer ownership of the Wickwire House to the Jackson College Foundation. This proposal also has the benefit of relieving the College's General Fund of ongoing capital expenditures related to the residence.

Given the house was a donor gift with the intention of its use to provide a residence for the College President, as well as a venue to continue host events and donor gatherings, this action is appropriate.

**Resource Impact:**

None

**Requested Board Action:**

Consideration of Wickwire Transfer to Jackson College Foundation

**Action Taken:**

**MOTION BY TRUSTEE MATHEIN** "To approve the transfer of the Wickwire House to the Jackson College Foundation." **ROLL CALL VOTE: TRUSTEES CRIST, HEINS, MATHEIN, PATTERSON, LAKE, HOFFMAN AND BARNES. MOTION PASSED UNANIMOUSLY.**

## **Memorandum of Agreement**

This Agreement made as of June 30, 2020 between JACKSON COLLEGE FOUNDATION ("Foundation") and JACKSON COLLEGE ("College").

This Lease covers the use of the home and outbuildings known as the Wickwire House at 1135 Wickwire Road, Jackson, Michigan 49201 by JC for a term commencing immediately and ending June 30, 2050.

The Foundation recognizes that its primary non-profit charitable purpose is to promote and support the educational, literary, and scientific activities of Jackson College. Concomitantly, the Foundation and College recognize the importance of honoring donor restrictions and donor intent when accepting, maintaining and stewarding gifts such as the Wickwire property. Given that the home, outbuildings and property were given to the College with the intent that the home be used as the residence of the College president, the Foundation has taken over ownership/stewardship of the property in order to ensure donor intent is preserved.

To that end, it has entered into this lease agreement, with terms that are designed to achieve a balance between the successful honoring of donor intent and the practical stewardship of the property.

### **ARTICLE I: PREMISES AND USAGE**

- 1.1 The Foundation agrees to lease the home and outbuildings (Garage and Pole Barn), to the College for the term and upon conditions set forth in this agreement. Specifically, that the home be used as the residence for the President of Jackson College. The College may present plans to utilize vacant land in this parcel for academic purposes, including but not limited Agricultural programming. The College will provide said programming plans, including site plans, for approval from the Foundation Board of Directors. The cost of improvements or preparations required to render the property useable for programming will be borne by the College.
- 1.2 The home may be used for College and Foundation events upon mutual agreement of both parties and with advanced notice. Contemplated uses of such events would be:
  - 1.2.1 Donor dinners, receptions, and other small gatherings.
  - 1.2.2 College gatherings and events
  - 1.2.3 Community or private events with the exception of rentals or fundraising events for other entities outside of Jackson College.

### **ARTICLE 2: TERM AND RENEWAL**

- 2.1 The term of this Agreement will commence June 30, 2020. Unless earlier terminated, or extended or renewed with the consent of the parties, which renewal will not be unreasonably withheld, the lease may be renewed on or after June 30, 2050. The Foundation will not unreasonably withhold the ongoing and continuing

right to renewal, notwithstanding the property is not currently used as the residence of the then current President of the College. The College may not use the home as an event or housing rental venue, for offices, student activities center, student housing or for purposes outside the intent that the home being used as the college president's residence and related presidential, or foundation activities (events, receptions, etc.). In the event that a college president vacates the residence, but the Board of Trustees desires to retain the home as a presidential benefit for future presidents, the Foundation may use the home for its charitable purposes until such time as another president is housed there or the lease expires. The Foundation is not party to the Board of Trustees contract with the College President and is not responsible for providing housing outside the terms or intention of the Wickwire gift.

**2.2** Within one hundred-twenty (120) days prior to the expiration of this agreement, the parties will begin renewal discussions. During that 120 days, the College will have the exclusive first right to renew or extend the agreement at terms and conditions which the parties agree as described in Article 2.1.

### **ARTICLE III: RENT**

**3.1** During the term of this agreement, the College will pay to the Foundation rent for the Premises as follows: \$1 per year, prepaid through June 30, 2050.

### **ARTICLE IV: USE/COMPLIANCE WITH LAWS**

**4.1** The College has the right to use and designate portions of the Premises for its use as the president's residence. The College, at the College sole expense, will comply with all laws, ordinances, rules and regulations related to the College's specific use and manner of use of the Premises. The College agrees not to use or occupy the Premises for any unlawful purposes. The College will use and occupy the Premises at all times in a safe, careful and proper manner and will not commit or suffer any waste thereon.

**4.2** The College, in coordination with the Foundation Board of Directors, will determine and provide whatever safety and security measures that may be prudent to protect the Premises and those persons who are present thereon at the invitation or consent of the College and/or the Foundation.

### **ARTICLE V: IMPROVEMENTS AND ALTERATIONS**

**5.1** The College, at its own expense, will have the right to make any non-structural alteration, addition and/or improvement to the interior of the Premises with the Foundation Board of Director's written consent, provided the cost does not exceed \$25,000, at which time, the Foundation Board of Directors must be consulted and formal approval given.

Requests from the College to the Foundation for repairs, improvements and alterations at the expense of the Foundation in excess of \$5,000 must be approved by the Foundation Board of Directors and in accordance with as outlined in a Foundation Board of Directors approved five-year major maintenance/improvement plan for the

property. All such work will be performed in a good and workmanlike manner in compliance with applicable laws.

The College's furnishings (ie fixtures, furniture and equipment) will remain the property of the College and may be removed from the Premises by the College at any time. The College, however, will repair any damage caused by such removal, and such obligation will survive the expiration or earlier termination of this agreement.

**5.2** Structural improvements, and any improvement which costs more than \$25,000, will be made in accordance with plans, drawings and specifications which have been approved in advance by the Foundation Board of Directors. The work will not be initiated until after receipt of the approval of the alterations and the general contractor selected for the project. In addition, the College must take the necessary steps in order to prevent the filing of a mechanics lien or other claim being made upon the Premises.

## **ARTICLE VI: REPAIRS AND MAINTENANCE**

**6.1** The College has heretofore owned the Premises, and is transferring ownership and but retaining possession of the Premises in its As Is condition. The College, will commence all necessary repairs to the building resulting from the actions of its occupants, guests, students or employees within 30 calendar days of notification, unless the damage poses risk of harm to individuals and property. The Foundation, will be responsible for the repair and maintenance of the building and its systems as outlined below

**6.2** The College will bear the costs and expenses listed in Article VI, including all of the following:

- a. Casualty, Damage and Liability insurance, Security/guard services, alarm and camera systems, natural gas or propane, electricity, janitorial services, water/sewer, refuse removal and phones/internet/cable tv.

**6.3** The Foundation will bear the costs for lawn and snow removal as well as repairs to the building and premises that are not attributed to intentional acts of abuse from the occupants, guests, visitors, students or employees, etc. in accordance with the terms outlined in ARTICLE V.

## **ARTICLE VII: SURRENDER OF POSSESSION**

**7.1** The College agrees to surrender possession of the Premises upon the expiration of this agreement, or its earlier termination as herein provided, clean and in as good condition and repair as the same will be at the Commencement Date. Prior to the College's vacating or delivering up the Premises to the Foundation, the College will remove all property of the College, repair any damage to the Premises caused by such removal and restore the Premises to the condition in which was in prior to the installation of the property so removed, ordinary wear and tear and the provisions of Article XII excepted.

## **ARTICLE VIII: SIGNS**

**8.1** The College may place on the building(s) and at the street any signs and other College related advertising media, subject to the Foundation President's prior written consent. Signs will be erected in conformance with applicable ordinances and regulations be of a design and format which are professional in quality and appearance.

**8.2** No entity or organization other than the College and/or the Foundation may place its name, logo or other identifying mark on the building(s) or any other part of the Premises without the prior written consent of both the College and the Foundation Board of Directors.

## **ARTICLE IX: UTILITIES**

**9.1** The College will be responsible for and promptly pay all charges for utilities as they are billed to the College by the utility company, or by the Foundation if submetered, through the date of termination of this agreement.

## **ARTICLE X: MECHANIC'S LIENS**

**10.1** If, because of any act or omission of the College, College employees, contractors, subcontractors or agents, any mechanic's lien or other lien charge or order for the payment of money will be filed against the Premises, the College will cause any such lien, charge or order to be discharged of record or bonded within sixty (60) days of notification. The College will indemnify and save harmless the Foundation against and from all costs (including reasonable attorney's fees), liabilities, suits, penalties, claims and demands on account of any such liens.

**10.2** If the College fails to cause any such lien to be discharged of record or bonded as the situation may require within the aforesaid sixty (60) day period, then the Foundation will have the right to cause the same to be discharged. All amounts paid and expenses incurred (including reasonable attorneys' fees) by the Foundation to cause any such lien to be discharged will be payable by the College to the Foundation.

## **ARTICLE XI: CASUALTY DAMAGE/REPAIR**

**11.1** If any portion of the building on the Premises is damaged by fire or any other casualty, the Foundation will, promptly and at the Foundation's expense, repair and restore same to its condition immediately prior to the occurrence of such damage. The Foundation will have no obligation to restore the College's property, and equipment. Following completion of the Foundation's restoration, the College may, at the College's expense, repair and restore the College's furnishings and equipment. The Foundation will

not be responsible or bear the cost of providing alternative housing for the President should the home be damaged or uninhabitable as outlined above.

## **ARTICLE XII: CONDEMNATION/EMINENT DOMAIN**

**12.1** If any part of the building which is reasonably necessary to the College's full enjoyment of the Premises or its rights of parking and ingress or egress hereunder, will be taken by any governmental authority in the exercise of its powers of condemnation or eminent domain, or if the same will be taken by private purchase in lieu thereof by a public body vested with the powers of condemnation or eminent domain, then the College may terminate this agreement by giving written notice thereof to the Foundation. In any event, this agreement will terminate automatically as to the portion of the Premises so taken. The Foundation will provide the College with written notice of any pending or threatened condemnation or eminent domain proceedings. the College will have the right to seek damages from any condemning authority.

**12.2** If this agreement will not be completely terminated as a result of any such taking, (i) the Foundation will promptly restore the portion of the building not so taken to a complete architectural unit as nearly like that which existed immediately prior to such taking as will be practicable, and  
(ii) from and after the taking and possession by or on behalf of the condemning authority, all amounts payable hereunder by the College will abate for so long as and in proportion to the extent to which the College will be deprived of the use of all or any portion of the building as a result of such taking.

**12.3** The College will not be entitled to any award or payment in lieu thereof for the loss of its leasehold, but may file a claim with the governmental authority for compensation for any taking of the fixtures, equipment and improvements owned by the College, and for the College loss of operations, rent differential, and moving and other expenses incidental to such taking.

## **ARTICLE XIII: INSPECTION**

**13.1.** Space which is used exclusively by the College (excluding common areas, mechanical rooms, electrical closets, shared storage) may be entered by the Foundation President, or their representative, with a representative of the College present, upon notification of the College President of their representative. The presence of a College representative is not required in case of emergency. The right to enter is for the purpose of inspecting the Premises and for the purposes of making necessary repairs, replacements and the College requested additions in, to, on and about the Premises.

## **ARTICLE XIV: INSURANCE**

**14.1.** The College will at its expense procure fire, windstorm, and other hazard replacement value insurance on the building and the Premises, and list the Foundation

as an named insured on the policies as to all damage to the Premises, including all of the common areas and those portions in which the Foundation may maintain its own offices and operations. It is agreed that the College's personal property, trade fixtures, furniture, and equipment of every nature is on the Premises at the College's sole risk, and the Foundation is under no obligation to insure such personally. The Foundation will have no liability to the College for loss due to interruption of the College's operations caused by damage to or destruction of the Premises, even if such damage or destruction was caused by the negligent act or omission of the Foundation.

**14.2** To secure said obligation, the College will procure and maintain public liability and property damage insurance with a company or companies reasonably acceptable to the Foundation in an amount of at least \$2,000,000.00 for injury to any one person, \$1,000,000.00 for injuries in any one accident, and \$500,000.00 for property damage. Said policy or policies will include the Foundation or its successor as an named insured, and will require at least 15 days advance notice to be given to the Foundation in the event of cancellation or nonrenewal. Copies of the policies will be provided to the Foundation upon request.

#### **ARTICLE XV: WAIVER OF RIGHTS OF RECOVERY**

**15.1** Notwithstanding any other provisions of this agreement to the contrary, neither the Foundation nor the College nor their respective representatives, agents or employees will be liable by way of subrogation or otherwise to the other, or to anyone claiming through or insuring the other, for any loss or damage to property occurring in, on, about or to the Premises, even though such loss or damage might have been occasioned by the negligence of either the Foundation or the College or their respective representatives, agents or employees, if and to the extent that (i) such loss or damage would be covered by an All Risk property insurance policy, or by a contents insurance policy, regardless of whether such insurance is actually carried, or (ii) recovery is had under any other insurance carried by either the Foundation or the College. Because the aforesaid waiver will preclude the assignment of any claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this agreement will immediately have the insurance policies properly endorsed if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained herein.

**15.2** In addition, whether or not such is or could have been insured against, neither the Foundation nor the College will be liable to the other party for any injury or damage to persons or property caused by falling plaster, dampness, any overflow or leakage upon or into Premises of water, rain, ice, snow, steam, gas, electricity or by any breakage in pipes, appliances, or plumbing, or breakage, leakage or obstruction of soil pipes, or for the damage arising from any other similar source, or for interference with light or other incorporeal hereditaments, unless said damage, loss or injury is caused by or due to the gross negligence or willful act or omission of the party to be charged, or of that party's agents, employees or contractors.

#### **ARTICLE XVII: DEFAULT OF THE COLLEGE**

**16.1** The College agrees that if the College:

- (a) Fails to pay any sum due and owing hereunder by the College to the Foundation, and fail to cure such within thirty (30) days after receipt of notice that such payment is past due; or
- (b) Fails to perform or observe any other covenant, agreement, obligation, provision or condition hereby required to be kept or performed by the College, and fail to commence to cure such failure within thirty (30) days after being served with written notice by the Foundation and complete the cure of such failure within such time after such notice as will be reasonably required to cure the same not exceeding sixty (60) days exclusive of time expended during force majeure occurrences; or
- (c) Make an assignment for the benefit of creditors; or
- (d) File a petition or answer seeking reorganization or arrangement or other relief from its debts under any of the laws of the United States, or of the several states, relating to bankruptcy or insolvency; or
- (e) Allow an attachment or execution to be levied upon the College's property, or upon College's interest under this agreement, and fail to cause the same to be satisfied or released within ninety (90) days thereafter; or
- (f) Allow an involuntary petition in bankruptcy to be filed against the College, or a receiver or trustee to be appointed by any court to take charge of all or any substantial part of the College's property, and fail to cause such petition, receiver or trustee to be withdrawn, dismissed, removed or discharged within sixty (60) days after the filing or appointment thereof;

Then, and in any such event, the Foundation may, at the Foundation's option, if exercised while any such default will remain uncured, exercise any and all of its rights in equity and under Michigan Law to regain possession of the Premises. Upon the termination of the College's rights to possession by a court of competent jurisdiction, the College will surrender possession and vacate premises immediately. Further, the Foundation will be entitled to: (i) enter the Premises and again have, repossess and enjoy the same as if this agreement had not been made without prejudice, however, to the right of the Foundation to recover from the College all rent and other amounts due up to the time of regaining possession, or (ii) without terminating this agreement, enter and take possession of the Premises, expel or remove the College and any person who might be occupying the Premises; using reasonable efforts rent the Premises, as the College's agent, for such time and upon such terms as the Foundation, in the Foundation's reasonable discretion, may determine reasonable; and in such event, the College will be liable to the Foundation for any deficiency between (a) the amount of rent due under this agreement plus the reasonable actual cost of recovering and reletting the Premises (including, but not limited to, repairs, brokerage costs and reasonable attorney's fees) and (b) the amount of rent received by the Foundation from the date of any such entry to the date on which this agreement is scheduled to terminate or is otherwise terminates, or (iii) pursue such other remedies as may be available to the Foundation at law or in equity.

**ARTICLE XVIII: REMEDIES NOT EXCLUSIVE**

**17.1** The various rights and remedies given to or reserved to the Foundation

and/or the College by this agreement, or allowed by law, or in equity, will be cumulative, and no delay or omission to exercise any one or more of such rights, or to seek any remedy for the violation thereof, will be construed as a waiver of any default, or as an acquiescence thereto. Nor will any waiver by the Foundation or the College of any breach of any provision of this agreement be deemed for any purpose to be a waiver of any breach of any other provision hereof, or of any continuing or subsequent breach of the same or any other provision hereof.

#### **ARTICLE XIX: QUIET POSSESSION**

**18.1** The Foundation warrants that the College will be given the peaceable and quiet use, occupation and enjoyment of the Premises for the full term of this agreement, subject to the College's compliance with all of the terms, conditions, and provisions hereof.

#### **ARTICLE XX: ASSIGNMENT AND SUBLETTING**

**19.1** The College may not assign any interest in this agreement or sublet any portion of the Premises.

#### **ARTICLE XX: APPROVALS**

**20.1** Wherever the approval or consent of the Foundation or of the College is required under the terms of this agreement or at law to be obtained by the other party prior to the taking of any action in connection herewith, such approval or consent will not be unreasonably withheld, conditioned or delayed by or on behalf of the party from whom such approval or consent is required to be obtained.

#### **ARTICLE XXI: RELATIONSHIP OF THE PARTIES**

**21.1** Nothing contained herein will be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent between the parties hereto, or as creating a partnership or joint venture between the parties hereto. The relationship between the parties hereto is that of landlord and tenant.

#### **ARTICLE XXII: THE FOUNDATION'S OBLIGATIONS**

**22.1** The Foundation's obligations hereunder will be binding upon the Foundation only for the period of time that the Foundation owns the Premises, and upon termination of that ownership, except as to any obligations which arose prior to the Foundation's transfer of ownership, the College will look solely to the Foundation's successor in interest in the Premises for the satisfaction of each and every obligation of the Foundation hereunder. The Foundation agrees that it will not release or excuse any successor in interest from any obligation of the Foundation under this agreement without

the prior written consent of the College.

#### **ARTICLE XXIII: THE FOUNDATION'S AND THE COLLEGE'S LIABILITY**

**23.1** No officer, director, trustee, agent, member or other representative of the Foundation or the College will have personal liability under any of the terms, conditions or covenants of this agreement. The College will look solely to the equity of the Foundation in the Premises for the satisfaction of any claim, remedy or cause of action accruing to the College as a result of the breach of any provision of this agreement by the Foundation.

#### **ARTICLE XXIV: REMOVAL OF COLLEGE OWNED PROPERTY**

**24.1** If this agreement should terminate as a result of an uncured default on the part of the College, then upon such termination, the College will remove within 30 business days all of the College's personal property, inventories and products, furnishings, equipment, provided the same can be removed without causing undue damage to the Premises. The removal will be completed within 30 business days. The College will have the right to remove such personal property, furnishings, equipment, at any time during the term of this agreement so long as such removal does not otherwise violate the terms set forth herein and provided that the College repairs damage done to the Premises as a result of such removal. If following such termination, the College should fail to remove its personal property and/or fixtures, then the Foundation may enter the Premises and remove and store or dispose of the same at College's sole cost and expense, without liability or responsibility for the care and condition thereof. Such acts of the Foundation will not constitute or be deemed to be an act of trespass or conversion.

#### **ARTICLE XXV: MISCELLANEOUS PROVISIONS**

**25.1** All periods of time referred to in this agreement will include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, however if the date or last date to perform any act or give notice of approval fall on a Saturday, Sunday or state or national holiday, such act, notice or approval will be timely if performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

**25.2** The waiver by the Foundation or the College of any breach of any term, condition or covenant of this agreement will not be deemed to be a waiver of such provision or any subsequent breach of the same or any other term, condition or covenant of this agreement. No covenant, term or condition of this agreement will be deemed to have been waived by the Foundation or the College unless such waiver is in writing and signed by the waiving party.

**25.3** If any provisions of this agreement be held to be invalid, void or unenforceable, the remaining provisions hereof will not be affected or impaired, and such

remaining provisions remain in full force and effect.

**25.4** All exhibits referred to herein are attached hereto and incorporated by reference.

**25.5** This agreement may be signed in one or more counterparts. Any fully executed copy of this agreement will be deemed an original for all purposes.

**25.6** The covenants and agreements contained in this agreement will be binding on the parties hereto and on their respective heirs, administrators, successors and permitted assigns.

**25.7** The captions and headings used in this agreement are for the purpose of convenience only and will not be construed to limit or extend the meaning of any part of this agreement.

**25.8** This agreement is the entire agreement between the parties as the occupancy and use of the Premises, and there are no agreements or representations between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this agreement will be binding unless in writing and signed by the parties hereto.

**25.9** This agreement is intended to express the mutual intent of the parties hereto, and no rule of strict construction will be applied against either the Foundation or the College.

**25.10** Neither party will record this agreement

The Foundation and the College have executed this agreement to be effective as of the date first set forth above.

**JACKSON COLLEGE FOUNDATION**

**JACKSON COLLEGE**

by \_\_\_\_\_  
Valerie Schuette  
Chair, Board of Directors

by \_\_\_\_\_  
Daniel J. Phelan, Ph. D.  
President/CEO

Revised 06/01/2020

DRAFT

**BOARD OF TRUSTEES MEETING**  
**Action & Information Report**  
Board Meeting Date: June 8, 2020



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

**Subject to be Discussed:**

**6.2 MCCA Board Certification re: Board Membership and Executive Leadership**

The Michigan Community College Association (MCCA) requires the certification of each member college's President/CEO, a Board member, as well as an alternate, to serve as institutional delegates (i.e., President-Director and Trustee-Director, Alternate Trustee-Director) by July 1 of each year.

Currently, I am designated as the President-Director to the MCCA Board. Last year, Trustee Crist was appointed as the MCCA Trustee-Director, with Chairman Barnes serving as the Alternate Trustee-Director. A Trustee-Director and Alternate Trustee-Director will need to be selected for this FY '21.

Enclosed you will find the memorandum from President Michael Hansen of the MCCA office along with the actual certification form.

**Resource Impact:**

None

**Requested Board Action:**

Consideration of MCCA Board Certification re: Board Membership and Executive Leadership

**Action Taken:**

**MOTION BY TRUSTEE LAKE** "To approve the appointment of Trustee Crist as the Trustee Director and Chairman Barnes as the Alternate Director. **ROLL CALL VOTE: CRIST, HEINS, MATHEIN, PATTERSON, LAKE, HOFFMAN AND BARNES.**  
**MOTION PASSED UNANIMOUSLY.**



222 N. Chestnut Street • Lansing, Michigan 48933-1000 • Phone: (517) 372 4350 • Fax: (517) 372 0905  
www.mcca.org

### MEMORANDUM

**TO: MCCA Board of Directors**

**FROM: Michael Hansen, Secretary, MCCA Board of Directors**

**DATE: May 14, 2020**

**SUBJECT: Certification of Appointments to the 2018-2019 MCCA Board of Directors**

Article VII, Sec. 1 and 2 of the Michigan Community College Association (MCCA) Bylaw states:

“There shall be a Board of Directors composed of the chief administrative officer of each member college and one member of the governing board. The governing board of each member college shall also designate an alternate who shall serve in the absence of its governing board member Director of the Association.

...Prior to July 15 each year, each member college shall certify to the Secretary of the Association its members of the Board of Directors.”

Attached is a copy of a Certification Form for the designation of 2020-2021 representatives to the MCCA Board of Directors. Please indicate and certify the names of the President Director, Trustee Director, and Alternate Trustee Director from your member college.

**Please return a signed copy of the Certification Form to the MCCA office before July 15, 2020**, so the composition of the 2020-2021 MCCA Board of Directors may be known before the July 2020 annual meeting.

Please contact me if you have any questions regarding this procedure.

Michael Hansen

**CERTIFICATION OF APPOINTMENT  
2020-2021 MCCA BOARD OF DIRECTORS  
MICHIGAN COMMUNITY COLLEGE ASSOCIATION**

**CERTIFICATION FORM**

At a \_\_\_\_\_ Regular \_\_\_\_\_ meeting of the Board of Trustees or Board of  
(Special/Regular)  
Education of \_\_\_\_\_ Jackson College \_\_\_\_\_ held on June 8, 2020  
(College) (Date)  
the following were designated as the chief administrative officer and governing board  
representatives of Jackson College to the Board of Directors of  
(College)  
the Michigan Community College Association for the year beginning July 1, 2020 and  
ending June 30, 2021.

**MCCA BOARD OF DIRECTORS REPRESENTATIVES**

President/Chancellor Director	Dr. Daniel J. Phelan (Name)	
Trustee Director	John Crist (Name)	Vice Chairman (Board Title)
Alternate Trustee Director	Sam Barnes (Name)	Chairman (Board Title)

Submitted by:



\_\_\_\_\_  
(Signature of Authorized Agent)

June 8, 2020  
(Date)

**Return this completed form by July 15, 2020 to:**

MCCA – 110 West Michigan, St. 650, Lansing, MI 48933-1611, fax to: (517) 372-0905 or  
e-mail to [michelle@mcca.org](mailto:michelle@mcca.org). Thank you.

**BOARD OF TRUSTEES MEETING**  
**Action & Information Report**  
Board Meeting Date: June 8, 2020



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

**Subject to be Discussed:**

**6.3 Bond Ratifying Resolution for 2020 Facilities Bonds**

Enclosed for your consideration is the Bond Ratifying resolution for the 'Big Dig' construction project. Additionally, you recall, that this action will allow us to expand the scope of the 2020 bond issue related to Campus View III and authorize us to reimburse ourselves for the project expenses that have been paid within 60 days of the resolution that was passed at the May 11, 2020 board meeting. I am very pleased with the rating we were able to obtain.

**Resource Impact:**

None

**Requested Board Action:**

Consideration of bond ratifying resolution for construction project.

**Action Taken:**

**MOTION BY TRUSTEE LAKE "To approve the resolution for bond refinancing" ROLL CALL VOTE: TRUSTEES HOFFMAN, LAKE, PATTERSON, MATHEIN, HEINS, CRIST AND BARNES MOTION PASSED UNANIMOUSLY.**

Jackson College, Michigan (the "Issuer")

A Regular meeting of the board of trustees of the Issuer (the "Board") was held electronically pursuant to Executive Order 2020-75 through Zoom, with identification number 948 4378 1996 (if applicable), on the 8th day of June, 2020, at 630 o'clock in the p.m.

The meeting was called to order by Sam Barnes, Chairperson.

Present: Trustees Sam Barnes, Matt Heins, Philip Hoffman, John Costello, Sheila Patterson, Donna Lake and Edward Matheis

Absent: Trustees N/A

The following preamble and resolution were offered by Trustee Lake and supported by Trustee unanimous:

**WHEREAS:**

1. By resolutions adopted on March 9, 2020 and May 11, 2020 (collectively, the "Bond Resolution"), this Board authorized the issuance of not to exceed Eleven Million Seven Hundred Thousand Dollars (\$11,700,000) 2020 College Facilities Bonds (the "Bonds"); and

2. Pursuant to the Bond Resolution, the Issuer delegated authority to the President and/or the Vice President of Finance (each an "Authorized Officer") to accept a bid on behalf of this Board for the sale of the Bonds within the parameters established in the Bond Resolution; and

3. On May 26, 2020, the Issuer received five (5) bids for the purchase of the Bonds, which were presented to an Authorized Officer for consideration; and

4. Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"), presented a bid to an Authorized Officer on May 26, 2020, which bid is attached hereto as Exhibit A; and

5. Based upon the written recommendation of the Issuer's financial consulting firm, an Authorized Officer accepted the offer to purchase the Bonds from the Purchaser, 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 offer of the Purchaser as set forth in its bid, and the terms and conditions set forth therein, presented to the Authorized Officer on May 26, 2020, to purchase the Bonds in the adjusted and finalized principal amount of \$11,340,000 is hereby ratified and affirmed. The Bonds shall be issued in the aggregate principal sum of \$11,340,000 and designated 2020 College Facilities Bonds (General Obligation - Unlimited Tax).

2. The Bonds shall be dated June 17, 2020, and shall mature on May 1 of the years 2023 to 2042, inclusive, 2044, and 2046, on which interest is payable commencing November 1, 2020 and semi-annually thereafter on May 1 and November 1, at the rates and in the principal amounts set forth in Exhibit B and shall be subject to optional and mandatory redemption as set forth herein.

3. The Bonds or portions of Bonds in multiples of \$5,000, maturing on or after May 1, 2031, shall be subject to redemption prior to maturity, at the option of the Issuer in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, 2030, at par plus accrued interest to the redemption date.

4. The Bonds due May 1, 2044 and May 1, 2046, are term bonds subject to mandatory redemption in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date, as set forth below.

<u>Bonds Due May 1, 2044</u>		<u>Bonds Due May, 2046</u>	
<u>Redemption Dates</u>	<u>Principal Amounts</u>	<u>Redemption Dates</u>	<u>Principal Amounts</u>
May 1, 2043	\$560,000	May 1, 2045	\$590,000
May 1, 2044 (maturity)	575,000	May 1, 2046 (maturity)	595,000

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

5. Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner's or owners' registered address shown on the registration books kept by the Paying Agent (the "Paying Agent"). The Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the registered owner thereof.

If less than all of the Bonds of any maturity shall be called for redemption, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Any Bonds selected for redemption which are deemed to be paid in accordance with the provisions of the Bond Resolution and this resolution will cease to bear interest on the date fixed for redemption. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

6. The Bonds shall be registered as to principal and interest in the name of the Purchaser 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.

7. In clarification of and superior to paragraph 3 of the Board resolution dated May 11, 2020 in relation to the Bonds, the Bonds shall be payable from the limited tax revenues of the Issuer as described in the Bonds, which taxing power shall not exceed the constitutional, statutory and charter limitations applicable to this Issuer.

8. 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 \$98,933.12 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum after paying the cost of issuance shall be deposited in the 2020 Capital Projects Fund.

B. The sum of \$2,100,396.56 shall be deposited to the 2020 Capital Projects Fund.

C. The sum of \$9,078,478.50 shall be paid to the escrow agent of Jackson College Dormitories for the acquisition of the Campus View III facility (the "Facility"), and such funds along with other funds on hand of Jackson College Dormitories shall be used and defease and retire the 2015 Limited Obligation College Housing Revenue Bonds of Jackson College Dormitories related to the Facility.

9. 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.

10. 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 *Sam Barnes, Matt Heins, Philip Hoffman, John Cost,*  
*Sheila Patterson, Donna Lake and Edward Matheson*

Nays: Trustees

Resolution declared adopted.

*Sheila Patterson*

Secretary, Board of Trustees

The undersigned duly qualified and acting Secretary 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 a regular meeting held on June 8, 2020, 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).

*Sheila Patterson*

Secretary, Board of Trustees

CJI/baf

# EXHIBIT A



Parity Calendar

Upcoming Calendar Overview Result Excel

Robert W. Baird & Co., Inc. - Milwaukee, WI's Bid

**PARITY**

## Jackson College \$11,265,000 2020 College Facilities Bonds (General Obligation - Limited Tax)

For the aggregate principal amount of \$11,265,000.00, we will pay you \$11,188,107.20, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
05/01/2023	325M	2.0000
05/01/2024	340M	2.0000
05/01/2025	345M	2.0000
05/01/2026	355M	2.0000
05/01/2027	370M	2.0000
05/01/2028	380M	2.0000
05/01/2029	395M	2.0000
05/01/2030	400M	2.0000
05/01/2031	415M	2.0000
05/01/2032	425M	2.0000
05/01/2033	445M	2.0000
05/01/2034	455M	2.0000
05/01/2035	470M	2.1250
05/01/2036	480M	2.2500
05/01/2037	495M	2.2500
05/01/2038	510M	2.2500
05/01/2039	525M	2.3750
05/01/2040	540M	2.3750
05/01/2041	555M	2.5000
05/01/2042	575M	2.5000
05/01/2043		
05/01/2044	1,200M	2.5000
05/01/2045		
05/01/2046	1,265M	2.6250

Total Interest Cost: \$4,163,159.31  
Discount: \$76,892.80  
Net Interest Cost: \$4,240,052.11  
TIC: 2.383561  
Time Last Bid Received On: 05/26/2020 10:57:17 EDT

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee, WI  
Contact: Geoff Kuczmarski  
Title:  
Telephone: 414-765-7331  
Fax:

Issuer Name: Jackson College

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

Accepted By: \_\_\_\_\_ Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBIT B



555 Briarwood Circle  
Suite 333  
Ann Arbor, MI 48108

734-964-9700  
734-964-9710 fax  
www.pfm.com

**\$11,340,000**  
**JACKSON COLLEGE**  
**STATE OF MICHIGAN**  
**2020 COLLEGE FACILITIES BONDS**  
**(GENERAL OBLIGATION - LIMITED TAX)**

*Bond Production Report*

Sale Date: 5/26/2020 First Call Date: 5/1/2030  
Dated Date: 6/17/2020 First Call Premium: 100.00%  
Delivery Date: 6/17/2020  
First Coupon Date: 11/1/2020

Principal Due	Principal	Bond Type	Cumulative Bond Years	Coupon	Yield	Price	Gross Production
5/1/2021	\$0	Serial	0.00	0.000%	0.000%	100.000	\$0.00
5/1/2022	0	Serial	0.00	0.000%	0.000%	100.000	0.00
5/1/2023	370,000	Serial	1,082.72	2.000%	0.850%	103.835	384,189.50
5/1/2024	375,000	Serial	2,514.81	2.000%	0.750%	104.761	392,853.75
5/1/2025	390,000	Serial	4,414.97	2.000%	0.850%	105.476	411,356.40
5/1/2026	395,000	Serial	6,734.50	2.000%	1.000%	105.688	417,467.60
5/1/2027	400,000	Serial	9,483.39	2.000%	1.150%	105.600	422,400.00
5/1/2028	405,000	Serial	12,671.64	2.000%	1.300%	105.221	426,145.05
5/1/2029	420,000	Serial	16,397.97	2.000%	1.450%	104.562	439,160.40
5/1/2030	425,000	Serial	20,593.67	2.000%	1.600%	103.638	440,461.50
5/1/2031	430,000	Serial	25,268.72	2.000%	1.750%	102.256 **	439,700.80
5/1/2032	445,000	Serial	30,551.86	2.000%	1.900%	100.895 *	448,982.75
5/1/2033	450,000	Serial	36,344.36	2.000%	2.000%	100.000	450,000.00
5/1/2034	460,000	Serial	42,725.58	2.000%	2.100%	98.800	454,480.00
5/1/2035	470,000	Serial	49,715.53	2.125%	2.200%	99.051	465,539.70
5/1/2036	480,000	Serial	57,334.19	2.250%	2.250%	100.000	480,000.00
5/1/2037	490,000	Serial	65,601.58	2.250%	2.300%	99.302	486,579.80
5/1/2038	500,000	Serial	74,537.69	2.250%	2.350%	98.546	492,730.00
5/1/2039	510,000	Serial	84,162.53	2.375%	2.400%	99.621	508,067.10
5/1/2040	520,000	Serial	94,496.08	2.375%	2.450%	98.824	513,884.80
5/1/2041	535,000	Serial	105,662.72	2.500%	2.500%	100.000	535,000.00
5/1/2042	550,000	Serial	117,692.44	2.500%	2.550%	99.164	545,402.00
5/1/2043	560,000	Term	130,500.89	2.500%	2.600%	98.228	550,076.80
5/1/2044	575,000	Term	144,227.42	2.500%	2.600%	98.228	564,811.00
5/1/2045	590,000	Term	158,902.03	2.625%	2.650%	99.532	587,238.80
5/1/2046	595,000	Term	174,296.00	2.625%	2.650%	99.532	592,215.40
<u>\$11,340,000</u>							<u>\$11,448,743.15</u>

Par Amount:	\$11,340,000.00	
Production (Discount)/Premium:	108,743.15	
Gross Production:	\$11,448,743.15	100.959%
(Bond Insurance):	0.00	0.000%
(Underwriter's Discount):	(170,934.98)	1.507%
Bid:	\$11,277,808.17	99.452%
Accrued:	0.00	
Net to issuer:	<u>\$11,277,808.17</u>	

\* Callable Premium Bonds Priced to 5/1/30 Call Date @ 100.00%  
Not Significant for Arbitrage Purposes

\*\* Callable Premium Bonds Priced to 5/1/30 Call Date @ 100.00%  
Significant for Arbitrage Purposes

Gross Interest Cost:	\$4,068,142.12	
+ Net Discount:	62,191.83	
Net Interest Cost:	<u>\$4,130,333.94</u>	
Bond Years:	174,296.00	
Average Life:	15.3700	
WAM:	15.2189	
Average Coupon:	2.33404% @	100.000%
Net Interest Rate:	2.36972% @	99.452%
True Interest Rate:	2.36396% @	99.452%
Arbitrage Yield:	2.24475% @	100.959%

Original Issue Premium	\$167,717.75
Original Issue Discount	(58,974.60)
Net OI (Discount)/Premium	<u>\$108,743.15</u>

Run Date: 5/26/2020 13:21  
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**BOARD OF TRUSTEES MEETING**  
**Action & Information Report**  
Board Meeting Date: June 8, 2020



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

**Subject to be Discussed:**

7.1 Principles of Policy Governance

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 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:**

None

**Action Taken:**

None