



**Southwest Michigan Behavioral Health
Special Board Meeting
SWMBH – Moses L. Walker Community Room
5250 Lovers Lane, Suite 200, Portage, MI 49002
August 1, 2025
2:00 pm to 3:00 pm
Draft: 7/30/25**

- 1. Welcome Guests/Public Comment**
- 2. Agenda Review and Adoption (d) pg.1**
- 3. Discussion of purpose for today's special meeting**
 - a. Sign the separation agreement for our executive officer
 - b. Approve the joint announcement of separation for the community (d) pg.2
 - c. Approve the succession plan for executive leadership
 - i. Resolution to appoint Interim EO (d) pg.3
 - ii. Resolutions to appoint successor trustee (d) pg.4
 - iii. Resolutions to appoint signatory for bank accounts (d) pg.18
- 4. Public Comment**
- 5. Adjournment**

SWMBH adheres to all applicable laws, rules, and regulations in the operation of its public meetings, including the Michigan Open Meetings Act, MCL 15.261 – 15.275.

SWMBH does not limit or restrict the rights of the press or other news media.

Discussions and deliberations at an open meeting must be able to be heard by the general public participating in the meeting. Board members must avoid using email, texting, instant messaging, and other forms of electronic communication to make a decision or deliberate toward a decision and must avoid "round-the-horn" decision-making in a manner not accessible to the public at an open meeting.



Formal Announcement from the SWMBH Board of Directors

The Southwest Michigan Behavioral Health (SWMBH) Board and Bradley Casemore, SWMBH CEO have mutually agreed to an amiable separation effective August 1, 2025.

Casemore is the original SWMBH CEO having been hired by the SWMBH Board in July 2013. He says "It is one of my professional honors to have served as the inaugural SWMBH CEO. The innovations and successes achieved by the region and by SWMBH leadership and staff are innumerable."

Sherii Sherban, Summit Pointe representative to the SWMBH Board and its Chairperson said, "The Board is grateful to Mr. Casemore for his twelve years of successful leadership and we wish him and his family health and happiness."



Resolution of the Board of Directors Regarding Interim Executive Officer Appointment

At a special board meeting held on August 1, 2015, the board of directors (the “*Board*”) of Southwest Michigan Behavioral Health (“*SWMBH*”) hereby takes the following actions:

RESOLVED that [REDACTED] is appointed to serve as the Interim Executive Officer.

The foregoing resolution is effective as of August 1, 2025.

Board of Directors

Sherii Sherban, Chair

Date signed: _____



Resolutions of the Board of Directors Regarding Retirement Trustee

At a special board meeting held on August 1, 2025, the board of directors (the “Board”) of Southwest Michigan Behavioral Health (“SWMBH”) hereby takes the following actions:

RESOLVED that Bradley P. Casemore is removed as the trustee of the Southwest Michigan Behavioral Health Retirement Trust (the “Trust”); and further

RESOLVED that [REDACTED] is appointed as the successor trustee of the Trust.

The foregoing resolutions are effective as of August 1, 2025.

Board of Directors

Sherii Sherban, Chair

Date signed: _____

Acceptance of Trust

I accept the appointment as successor trustee of the Trust as of the date set forth above.

Date signed: _____

Southwest Michigan Behavioral Health
Retirement Trust

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Table of Contents

	Page
Article 1 Introduction	1
Section 1.1 Purpose.....	1
Section 1.2 Trust Relationship.....	1
Section 1.3 IRS Determination Letters	1
Section 1.4 Prohibition On Diversion.....	1
Article 2 Investments	2
Section 2.1 Authorized Investments	2
Section 2.2 No Discretionary Investment Authority	2
Section 2.3 Accumulation Of Income.....	2
Section 2.4 Trustee’s Powers	3
Article 3 Administration.....	4
Section 3.1 Third-Party Service Providers	4
Section 3.2 Administration Expenses	4
Section 3.3 Standard Of Care	4
Section 3.4 Reliance On Employer’s Legal Counsel.....	4
Section 3.5 Indemnification	4
Article 4 Recordkeeping and Reporting	4
Section 4.1 Records	4
Section 4.2 Accounts	5
Section 4.3 Tax And Accounting Years	5
Section 4.4 Accountings	5
Section 4.5 Approval Of Accountings	5
Section 4.6 Tax Returns And Reports	5
Article 5 Benefit Payments.....	6
Section 5.1 Directions.....	6
Section 5.2 Income Tax Withholding	6
Article 6 Removal, Resignation, And Succession	6
Section 6.1 Removal	6
Section 6.2 Resignation	6
Section 6.3 Appointment Of Successor Trustee	6
Section 6.4 Transfer Of Fund To Successor	7

Table of Contents (continued)

	Page
Article 7 Amendment And Termination	7
Section 7.1 Amendment.....	7
Section 7.2 Termination.....	7
Section 7.3 Plan Termination.....	7
Article 8 Miscellaneous.....	8
Section 8.1 Legal Proceedings	8
Section 8.2 Notice Of Appointment And Delegation	8
Section 8.3 Multiple Trustees	8
Section 8.4 Prohibition On Assignment And Alienation.....	8
Section 8.5 Severability	9
Section 8.6 Interpretation And Construction	9
Section 8.7 Governing Law	10

Southwest Michigan Behavioral Health Retirement Trust

The parties to this agreement are the **Southwest Michigan Behavioral Health Regional Entity** (the “*employer*”), a community mental health authority under the Michigan Mental Health Code, Act 258 of the Michigan Public Acts of 1974, as amended, and Bradley P. Casemore (the “*trustee*”).

Article 1 Introduction

Section 1.1 Purpose

The employer establishes the **Southwest Michigan Behavioral Health Retirement System Trust** (the “*trust*”) under this agreement to fund the **Southwest Michigan Behavioral Health Deferred Compensation Plan**, the **Southwest Michigan Behavioral Health Retirement Savings Plan**, and the **Southwest Michigan Behavioral Health SSA Pension Plan** (each a “*plan*” and collectively the “*plans*”). This agreement is incorporated in each plan by reference.

Section 1.2 Trust Relationship

The trustee shall hold all money and other property received under each plan in trust according to this agreement. The trustee is not obligated to collect contributions under the plans. The trustee shall invest, manage, administer and distribute the trust assets (the “*fund*”) in trust according to this agreement. As used in this agreement, with respect to any plan, “*plan assets*” means the portion of the fund attributable to the plan.

Section 1.3 IRS Determination Letters

The employer shall request determination letters from the Internal Revenue Service regarding the initial tax-qualification of the plans that are intended to qualify under Code §401(a). If the employer receives an adverse determination letter or withdraws the request for a determination letter, the employer shall notify the trustee.

Section 1.4 Prohibition On Diversion

Except as provided in this Section 1.4 or as otherwise permitted by law, the fund may not be diverted to or used for purposes other than the exclusive benefit of employees until all benefit liabilities to participants and beneficiaries have been satisfied. The phrase “*exclusive benefit of employees*” includes, but is not limited to, the payment of benefits,

investment expenses, and taxes. The plan assets of one plan may not be used to pay benefits, investment expenses, or taxes for any other plan.

(a) If the employer requests a determination letter from the Internal Revenue Service on or before the date prescribed by the Secretary of the Treasury pursuant to Code §401(b), and the employer receives an adverse determination letter, the trustee must return the contributions for that plan at the employer's request within one year after the date of the adverse determination.

(b) If a contribution is made as a result of a mistake of fact, the trustee must return the contribution at the employer's request within one year after the contribution is made.

Article 2 Investments

Section 2.1 Authorized Investments

The trustee may invest the fund in any investment authorized by Act 314 of the Michigan Public Acts of 1965 as amended ("*Act 314*"), regarding the investment of assets of public employee retirement systems, subject to the limitations and other provisions of Act 314 and the terms of the plan. The trustee shall not make any investment that violates Act 314.

Section 2.2 No Discretionary Investment Authority

(a) The trustee has no discretionary authority to invest the trust assets. Each plan provides that the employer, or other investment fiduciary appointed by the employer, shall direct the trustee regarding the investment of the plan assets. The trustee shall follow the directions of the employer or other investment fiduciary except to the extent that the trustee reasonably determines that a direction is inconsistent with Act 314 or the terms of this agreement.

(b) If a plan provides for investment elections by participants, the trustee shall invest the plan assets according to the investment elections by participants under the plan. If, and to the extent that, the trustee does not receive investment elections, the trustee shall invest the plan assets in the default investment designated under the plan.

Section 2.3 Accumulation Of Income

The trustee shall accumulate the net income of the trust and add it to the principal.

Section 2.4 Trustee's Powers

In addition to the powers given elsewhere in this agreement or by law, the trustee has the following powers:

- (a) to retain, manage, improve, repair, operate, demolish and control any trust asset;
- (b) to sell, convey, transfer, exchange, partition, grant options with respect to, lease for any term (even though the term extends beyond the duration of the trust or begins in the future), mortgage, pledge or otherwise deal with or dispose of any trust asset;
- (c) to litigate, settle or abandon claims in favor of or against the trust;
- (d) to borrow money for the trust with or without giving security for repayment;
- (e) to vote any corporate stock either in person or by proxy; to exercise any conversion privilege, subscription right or any other right or option of an owner of securities and to make any payment related to that exercise; to consent to, take any action in connection with, and receive and retain any securities resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other organization;
- (f) to organize and incorporate (or participate in the organization or incorporation of) under the laws of any state a corporation for the purpose of acquiring and holding title to any property which the trustee is authorized to acquire;
- (g) to keep the funds, or deposit them with a custodian, anywhere within the United States in accordance with the terms of the plan with which the assets are associated;
- (h) to issue, hold or register any trust asset in its name or in the name of its nominee, or in a form that title will pass by delivery, if the records of the trustee indicate the true ownership of the asset;
- (i) to pay all property, income and other taxes levied or assessed against the trust or the trustee with respect to the trust assets that are associated with the plan on which the taxes are imposed;
- (j) to liquidate the funds associated with a plan to pay expenses or taxes imposed on that plan, pay its own fees, and make distributions from that plan; and
- (k) to exercise any of the powers and rights of an individual owner with respect to any trust property and to do all other acts in its judgment necessary or desirable

for the proper administration of the trust, even though the powers are not specifically identified in this agreement.

Article 3 Administration

Section 3.1 Third-Party Service Providers

The trustee may, in the trustee's discretion, hire independent contractors to provide services necessary or appropriate for the administration of the trust.

Section 3.2 Administration Expenses

The trustee may pay reasonable investment expenses and charge them to the fund. If the trustee incurs other reasonable administration expenses, the employer shall pay the expenses or reimburse the trustee for the expenses.

Section 3.3 Standard Of Care

The trustee shall perform the trustee's duties with respect to the trust in accordance with the fiduciary standards and other provisions of Act 314 and, to the extent that the Act does not apply, in good faith and with reasonable care under the circumstances.

Section 3.4 Reliance On Employer's Legal Counsel

The trustee may consult with the employer's legal counsel regarding the administration of the trust and may, without liability, act on the advice of that counsel.

Section 3.5 Indemnification

If the trustee is a director, officer, or employee of the employer, the employer shall indemnify and defend the trustee as provided in the plan. All rights to indemnification under the plan, including advancement of expenses for defense, are subject to any limitation of applicable law on the power of the employer to indemnify directors, officers, and employees.

Article 4 Recordkeeping and Reporting

Section 4.1 Records

The trustee shall keep detailed records of all receipts, disbursements and other transactions involving the trust and shall make them available for review by the employer, plan administrators, and persons designated by either of them.

Section 4.2 Accounts

The trustee shall establish and maintain separate accounts for each plan. The trustee may establish and maintain separate accounts for each participant with the approval of the plan administrator.

Section 4.3 Tax And Accounting Years

The tax year and accounting year of the trust means the 12-month period ending on the last day of each December.

Section 4.4 Accountings

The trustee shall, within a reasonable time after the end of the period, give the plan administrator of each plan a written accounting for the period ending on each allocation date under the plan, on the effective date of the appointment of a successor trustee, on the date the fund is transferred to a successor trustee, and on any other date specified by the plan administrator. The accounting shall report all transactions involving the plan assets during the period covered by the accounting, including a description of the assets, the cost or other basis of the assets, and the earnings, realized gains and losses, and unrealized gains and losses resulting from changes in value, and shall report the fair market value of each asset as of the end of the period. Life insurance policies and annuity contracts, if any, may be valued at the amount that could be realized upon surrender of the policies or contracts to the insurance company as of the end of the period.

Section 4.5 Approval Of Accountings

The trustee may have the accountings approved by judicial proceedings. An accounting shall be deemed approved if the plan administrator does not object within six months after receiving it.

Section 4.6 Tax Returns And Reports

The trustee shall file all required tax information returns, and report all required tax information to the payees, regarding distributions and income tax withholding. The trustee shall also file all required income tax returns for the trust. The trustee shall prepare such reports and other information as the employer, plan administrator, and persons designated by either of them may reasonably require.

Article 5 Benefit Payments

Section 5.1 Directions

The trustee shall pay benefits from plan assets as directed by the plan administrator.

Section 5.2 Income Tax Withholding

The trustee is responsible for withholding income taxes on benefit payments as required by law. Before making a benefit payment, the trustee may withhold from the payment an amount reasonably estimated to satisfy the tax withholding liability. Upon satisfaction of the tax liability, the trustee shall promptly pay the balance of the withholding amount to the payee of the benefit.

Article 6 Removal, Resignation, And Succession

Section 6.1 Removal

The employer may remove a trustee at any time. If there will be at least one continuing trustee, the removal will be effective on the date specified by the employer, but not earlier than the date that notice of removal is given to the removed trustee. Otherwise, the removal will be effective on the effective date of the appointment of a successor trustee.

Section 6.2 Resignation

A trustee may resign by delivering a written resignation to the employer. The resignation will be effective on the effective date of the appointment of a successor trustee or 60 days after the date the resignation is delivered, whichever date is earlier.

Section 6.3 Appointment Of Successor Trustee

The employer may appoint a successor trustee at any time. The employer shall give written notice of appointment to the successor trustee; and the successor trustee shall deliver a written acceptance of trust to the employer. The appointment will be effective on the date specified by the employer in the notice of appointment unless the successor trustee specifies a later date in a written acceptance of trust delivered to the employer within 14 days after the trustee receives the notice of appointment.

Section 6.4 Transfer Of Fund To Successor

When the appointment of a successor trustee becomes effective, the removed or resigning trustee shall transfer the fund to the successor trustee. The removed or resigning trustee may withhold from the transfer amounts necessary to pay fees, expenses, and other items properly chargeable to the fund. The successor trustee will not be liable for the acts or omissions of any prior trustee or be obligated to examine the records, accounts, acts, or omissions of any prior trustee.

Article 7 Amendment And Termination

Section 7.1 Amendment

The employer may amend the trust at any time, with or without advance notice to the trustee, by action of its officers or board of directors, but no amendment will be effective unless it is set forth in writing and signed by the chairman of the board, chief executive officer, the chief financial officer, or senior human resources manager. The amendment will be effective when delivered to the trustee, unless another effective date is specified. An amendment may not change the duties or liabilities of a trustee without the trustee's written consent.

Section 7.2 Termination

The employer may terminate the trust at any time, with or without advance notice to the trustee, by action of its officers or board of directors, but no termination will be effective unless it is set forth in writing and signed by the chairman of the board, chief executive officer, the chief financial officer, or senior human resources manager. The termination will be effective when delivered to the trustee, unless another effective date is specified.

Section 7.3 Plan Termination

If a plan terminates, the trustee shall continue to invest, manage, administer and distribute the plan assets according to this agreement until none of the plan assets remains in the trustee's possession.

Article 8 Miscellaneous

Section 8.1 Legal Proceedings

The employer may enforce the trust on behalf of all persons claiming any interest in the fund. The employer and the trustee are the only necessary parties in legal proceedings involving the trust.

Section 8.2 Notice Of Appointment And Delegation

If the employer appoints a plan administrator other than the employer, the employer shall notify the trustee of the appointment. If the employer appoints a committee to be the plan administrator, the employer shall notify the trustee of the appointment and shall also notify the trustee of changes in the membership of the committee. If the employer or plan administrator delegates any administrative responsibility to another person, the employer or plan administrator shall notify the trustee of the delegation.

Section 8.3 Multiple Trustees

If there is more than one trustee, any trustee may act on behalf of all trustees, but the trustee is personally liable for actions taken outside of his authority. Notices to the trustees may be given to any trustee. The trustee who receives any such notice shall communicate the notice to the other trustees.

Section 8.4 Prohibition On Assignment And Alienation

(a) The interests of participants and beneficiaries in the trust are not subject to any assignment or alienation in any manner, and are exempt, to the maximum extent permitted by law, from the claims of creditors.

(b) Assignment or alienation includes any sale, transfer, or other disposition; any anticipation, pledge, security agreement, or other method of securing payment or performance of an obligation; and any garnishment, execution, attachment, levy, or other method of satisfying creditors' claims.

(c) Assignment or alienation also includes any domestic relations order that creates, assigns, or recognizes any right of any person to receive all or any part of any benefit otherwise payable to any participant under the plan, unless the order is determined to be an eligible domestic relations order under the Michigan Eligible Domestic Relations Order Act, Act 46 of the Michigan Public Acts of 1991, as amended.

(d) The prohibition on assignment and alienation does not apply to tax withholding. All payments under the plan are subject to withholding of taxes as required or permitted by law.

(e) If the plan permits loans to participants or beneficiaries, the prohibition on assignment and alienation does not apply to plan loans.

Section 8.5 Severability

If a court of competent jurisdiction determines that any provision of this agreement is unenforceable, the court may modify the unenforceable provision so as to give effect to the trust in a way that is consistent with the purpose of the trust.

Section 8.6 Interpretation And Construction

(a) This agreement to be interpreted and construed to maintain the tax-qualification of the SSA pension plan and the retirement savings plan under Code §401(a) and the tax-exempt status of the trust under Code §501(a) with respect to the SSA pension plan and the retirement savings plan as applied to governmental plans, and to maintain the tax-qualification of the deferred compensation plan under Code §457(b) and the tax-exempt status of the trust under Code §457(g) with respect to the deferred compensation plan as applied to units of state and local government.

(b) The terms defined in this agreement shall have their defined meanings unless the context clearly requires otherwise. The use of the singular includes the plural where appropriate, and vice versa.

(c) The other provisions of the plan regarding interpretation and construction of the plan all apply to this agreement.

Section 8.7 Governing Law

This agreement is governed by the law of the State of Michigan even if principles of Michigan law regarding conflict of laws or choice of law would otherwise require or permit a court to apply the law of another jurisdiction.

Employer

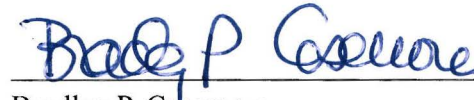
The Southwest Michigan Behavioral
Health Regional Entity

By 

Board Chair

Raymond S. Harris

Trustee



Bradley P. Casemore



Resolution of the Board of Directors Regarding FNB Signatory

At a special board meeting held on August 1, 2025, the board of directors (the “*Board*”) of Southwest Michigan Behavioral Health (“*SWMBH*”) hereby takes the following actions:

RESOLVED that Bradley P. Casemore is removed as the signatory for Southwest Michigan Behavioral Health at First National Bank; and further

RESOLVED that [redacted] is appointed as the successor signatory at First National Bank.

The foregoing resolutions are effective as of August 1, 2025.

Board of Directors

Sherii Sherban, Chair

Date signed: _____

Acceptance of Signatory

I accept the appointment as successor signatory as of the date set forth above.

[name]

Date signed: _____