

Lake Michigan College Board of Trustees
Board Meeting Minutes
January 26, 2021
5:00-5:30 pm

CALL TO ORDER

Chair Curry called the Meeting of the Lake Michigan College Board of Trustees to order at 5:00 p.m. Mr. Curry opened the meeting with the Pledge of Allegiance.

ROLL CALL

Present: Jeff Curry, Florida; John Grover, Royalton Township; Debra Johnson, St. Joseph MI; Dr. Michael Lindley, Grand Beach MI; Joan Smith, Sodus; Mary Jo Tomasini, Stevensville MI; Vicki Burghdoff, Coloma MI
Absent: None

SETTING OF THE AGENDA

The agenda stands as presented

APPROVAL OF MINUTES

Minutes of the December 8, 2020 Board meeting and January 4, 2021 Organizational meeting were approved as presented.

PETITIONS AND COMMUNICATIONS FROM THE FLOOR

None

PRESIDENT'S REPORT

Dr. Trevor Kubatzke introduced Ms. Kathleen Szymanski, nursing faculty. Ms. Szymanski along with Lake Michigan College health science nursing students gave a moving presentation on their experience as a frontline health care worker during the COVID-19 pandemic. The students presenting were:

Ms. Alexis Branch - 2nd year student

Ms. Meghan Lahti- 2nd year student

Ms. Cassidy Kaeb-first year student/Future for Frontliners Scholarship recipient

Ms. Sara Benson-second year student/Future for Frontliners Scholarship recipient

Student Affairs

Mr. Nygil Likely reported on spring enrollment and the Future for Frontliners program at the College.

OLD BUSINESS

TITLE IX SEXUAL HARASSMENT for review/approved on 12/08/2020

For Review

Office of Origin:	Human Resources
Responsibility:	Executive Director, Human Resources
Original Date Adopted:	12-08-20
Dates Reviewed:	12-08-20
Last Date Approved:	12-08-20

Lake Michigan College (the College) is committed to providing a workplace and educational environment that is free from sexual harassment and retaliation. This policy is intended to ensure compliance with federal and state civil rights laws and regulations and to affirm the College's commitment to promoting the goals of fairness and equity in all aspects of educational programs or activities.

This policy is based on definitions set forth in regulations promulgated by the U.S. Department of Education under Title IX of the *Educational Amendments Act of 1972*. This policy limits the scope of Title IX Sexual Harassment to, among other things, conduct that occurs within College education programs or activities.

Specifically, this policy addresses sexual harassment, sexual assault, domestic violence, dating violence, and stalking. Other misconduct that may not fall within the definitions in this policy will be subject to the *Student Code of Conduct* and/or employee conduct policies.

The College will respond to reports of conduct prohibited under this policy with measures designed to stop the prohibited conduct, prevent its recurrence, and remediate any adverse effects of such conduct on campus or within related College programs or activities.

The College will respond promptly and supportively to persons alleged to be victimized by sexual harassment; resolve allegations of sexual harassment promptly and accurately under a predictable, fair grievance process that provides due process protections to alleged victims and alleged perpetrators of sexual harassment; and effectively implement remedies for victims.

In determining whether alleged conduct violates this policy, the College will consider the totality of the facts and circumstances involved in the incident, including the nature of the alleged conduct and the context in which it occurred. The College reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any offense under this policy.

Policy of Nondiscrimination

See the College's [Non-Discrimination policy](#).

General Definitions Used

See *Appendix A* to this policy.

Jurisdiction of the College

This policy applies to the education program and activities of the College, to conduct that takes place on the campus or on property owned or controlled by the College, or at College-sponsored events. A Respondent must be a member of the College community in order for its policies to apply.

If a Respondent is unknown or is not a member of the College community, the Title IX Coordinator will assist the Complainant in identifying appropriate College and other resources and support options and/or, when criminal conduct is alleged, in contacting local law enforcement if the individual would like to file a police report.

In addition, the College may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from College property and/or events.

Use of Technology

This policy is written and interpreted broadly to include online manifestations of any of the behaviors prohibited herein, when those behaviors occur in or have an effect on College education program and activities or use College networks, technology, or equipment. Although the College may not control websites, social media, and other ventures in which harassing communications are made, when such communications are reported to the College, it will engage in a variety of means to address and mitigate the effects. Members of the College community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via social media, unwelcome sexual or sex-based messaging, distributing or threatening to distribute revenge pornography, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the internet or other technology to harm another member of the College community.

Title IX Coordinator

The Vice President of Student Affairs will serve as the Title IX Coordinator. The Title IX Coordinator may delegate certain responsibilities under this policy to designated administrators, who will be appropriately trained.

The Title IX Coordinator will be informed of all reports violations of this policy and will oversee the centralized response to ensure compliance with Title IX.

The Title IX Coordinator's responsibilities include, but are not limited to,:

- Communicating with all members of the College community regarding Title IX and providing information about how individuals may access their rights;
- Reviewing applicable College policies to ensure institutional compliance with Title IX;
- Monitoring the College's administration of its applicable policies, including this policy, and all related record keeping, timeframes, and other procedural

- requirements;
- Conducting and/or assisting in coordinating trainings regarding Title IX and prohibited conduct defined in this policy;
- Responding to any report or formal complaint regarding conduct that violates this policy.
- Overseeing and implementing the explanation and provision of any supportive measure; and,
- Overseeing the investigation and resolution of such alleged misconduct, directing the provision of any additional supportive measures, and monitoring the administration of any related appeal.

The Title IX Coordinator's contact information is below. The College will provide this contact information to students, employees, and employment applicants.

Nygil Likely
2755 East Napier Avenue
Benton Harbor, MI 49022
(269) 927-8752
nlikely@lakemichigancolleg.edu

Definition of Sexual Harassment

The College has adopted the following definition of sexual harassment. Note that acts of sexual harassment may be committed by any person upon another person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

Sexual harassment, as an umbrella category, includes the actual or attempted offenses of sexual harassment, sexual assault, dating violence, domestic violence, and stalking, defined as follows.

Sexual Harassment

Defined as unwelcome sexual conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies an individual(s) equal access to the College's education program or activity.

Sexual harassment may be repeated acts or be a single act that is sufficiently severe to have a systemic effect of denying a Complainant equal access to an education program or activity.

Elements of severity, pervasiveness, and objective offensiveness must be evaluated in light of the known circumstances and depend on the facts of each situation and must be determined from the perspective of a reasonable person standing in the shoes of the Complainant.

Sexual Assault

Defined as any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. This includes:

- Rape: The carnal knowledge of a person, without consent.
- Sodomy: Oral or anal sexual intercourse with another person, without consent.
- Sexual Assault with an Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal openings of the body of another person without consent.
- Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, without consent.
- Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent. In Michigan, the age of consent is 16.

Sexual assault does not require a showing of severity, pervasiveness, or objective offensiveness.

Dating Violence

Defined as violence committed by an individual who is or has been in a social relationship of a romantic or intimate nature with another individual. The existence of such a relationship will be determined based on the reporting individual's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the individuals involved in the relationship. This includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not cover acts covered under the definition of domestic violence. Dating violence does not require a showing of severity, pervasiveness, or objective offensiveness.

Domestic Violence

Defined as felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the laws of the State of Michigan. Domestic violence does not require a showing of severity, pervasiveness, or objective offensiveness.

Stalking

Defined as engaging in a course of conduct directed at a specific individual that would cause a reasonable person to: (a) fear for the individual's safety or the safety of others; or (b) suffer substantial emotional distress.

Course of Conduct means two or more acts, including acts in which the stalker directly,

indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about an individual, or interferes with an individual's property.

Stalking does not require a showing of severity, pervasiveness, or objective offensiveness.

As used above, the following definitions apply:

- **Force** means the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent.
- **Coercion** means unreasonable pressure for sexual activity. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.
- **Consent** means a voluntary, informed, un-coerced agreement through words or actions that freely given, and which could be reasonably interpreted as a willingness to participate in mutually agreed upon sexual acts. Consensual sexual activity happens when each partner willingly and affirmatively chooses to participate. Important points regarding consent include:
 - Consent to one act does not constitute consent to another act.
 - Consent on a prior occasion does not constitute consent on subsequent occasions.
 - The existence of prior or current relationship does not, in itself, constitute consent.
 - Consent can be withdrawn or modified at any time.
 - Consent is not implicit in an individual's manner or dress.
 - Silence, passivity, or lack of resistance does not necessarily constitute consent.
- **Incapacitation** means a state when an individual's perception or judgement is so impaired that the individual lacks the cognitive capacity to make or act on conscious decisions. The use of drugs or alcohol can cause incapacitation. An individual who is incapacitated is unable to consent to sexual activity. Engaging in sexual activity with an individual who is incapacitated (and therefore unable to consent), where an individual knows or should have reasonably understood that the individual is incapacitated, constitutes Title IX Sexual Harassment as defined in this policy. This policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

Definition of Retaliation

The College and any member of the College community are prohibited from taking materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or

complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The College will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

Complaints of retaliation will be handled in accordance with the grievance process outlined in this policy.

Charging a party for violating the *Student Code Of Conduct* and/or employee conduct policies for filing a materially false statement in bad faith does not constitute retaliation provided that a determination regarding responsibility, alone, is not sufficient to conclude that the materially false statement was made in bad faith.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Privacy

In all proceedings under this policy, the College will take into consideration the Privacy of the parties to the largest extent possible. The College reserves the right to determine which College officials have a legitimate educational interest in being informed about incidents that fall within this policy, pursuant to the *Family Education Rights & Privacy Act* (FERPA).

In light of the College's obligation to respond promptly and effectively to individuals alleged to be victimized by sexual harassment, employees who are not designated as a Confidential Resource are required to notify the Title IX Coordinator of suspected violations of this policy, and cannot guarantee the confidentiality of a reporter under this policy.

At the request of the Complainant, notice may be given by an Employee to the Title IX Coordinator anonymously, without identification of the Complainant. The Employee cannot remain anonymous themselves.

Anonymous allegations will be investigated by the College to the extent possible, both to assess the underlying allegation(s) and to determine if supportive measures or remedies can be provided. However, anonymous allegations typically limits the College's ability to investigate, respond, and provide remedies, depending on what information is shared.

If a Complainant has requested that an Employee maintain a Complainant's anonymity, the Employee may do so unless it is reasonable to believe that a compelling threat to health and/or safety could exist. The Employee can consult with the Title IX Coordinator on that assessment without revealing personally identifiable information.

Timeliness of Reporting

Complainants and other reporting individuals are encouraged to report any violations of this policy as soon as possible to maximize the College's ability to respond promptly and effectively. Reports and formal complaints may be made at any time without regard to how much time has elapsed since the incident(s) in question. If the Respondent is no longer a student or employee at the time of the report or formal complaint, the College's ability to investigate, respond and provide remedies may be more limited or impossible.

Acting on a report or formal complaint significantly impacted by the passage of time (including but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal actions as appropriate.

Making a Complaint of Sexual Harassment

Complaints of sexual harassment and/or retaliation may be made using any of the following options:

- File a complaint with, or give verbal notice to, the Title IX Coordinator. A report may be made at any time (including non-business hours) using the telephone number, email address or by mail to the office address listed for the Title IX Coordinator.
- Report online, using the reporting form at <https://www.lakemichigancollege.edu/about/state-and-federalreporting/title-ix>
- File a behavioral report through the Maxient system posted at <https://cm.maxient.com/reportingform.php?LakeMichiganCollege>.

Anonymous reports are accepted; however, anonymous reports limit the ability of the College to provide the complainant supportive measures.

Compliant Process

Any student, employee or third-party who believes that they have been subject to discrimination and/or harassment, as defined above, or in violation of this policy or state and federal law, may file a complaint with a Title IX Coordinator.

The College will take reasonable steps to ensure that any reporting forms, information, or training about sexual discrimination/harassment will be provided in a manner accessible to students or employees who are English language learners.

A complaint under this policy may be filed against the College, against an employee of the College, against a student of the College, against a third-party, or against a group.

A complaint may be filed against more than one Respondent or by more than one Complainant against one or more Respondents so long as the allegations of sexual harassment arise out of the same facts or circumstances and are so intertwined that the allegations directly relate to all of the parties.

Any Complainant who believes that they have been subject to sexual harassment may also file a complaint with local law enforcement.

Upon receipt of a formal complaint, the Title IX Coordinator will then conduct an initial assessment for the sole purpose of determining whether the alleged conduct, if substantiated, would constitute sexual harassment under this policy. Following the initial assessment, the Title IX Coordinator may take any of the following steps:

- If the allegations forming the basis of the formal complaint would, if substantiated, constitute sexual harassment as defined in this policy, the Title IX Coordinator will implement appropriate supportive measures. In addition, the Title IX Coordinator will initiate an investigation of the allegations. However, if the Title IX Coordinator thinks the formal complaint appropriate for the informal resolution process, upon the consent of both parties, the Title IX Coordinator may instead refer the matter to the informal resolution process.
- If the allegations forming the basis of the formal complaint would not, if substantiated, constitute sexual harassment as defined in this policy, the Title IX Coordinator will dismiss the complaint as a Title IX Complaint. The Title IX Coordinator may also refer the allegations for resolution under other policies.

In addition, at any time prior to the hearing, the College may dismiss a formal complaint if:

- The Respondent is no longer enrolled or employed at the College.
- Specific circumstances prevent the College from gathering sufficient evidence to reach a determination as to the formal complaint or the allegations therein.

Upon dismissal, the Title IX Coordinator will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties via electronic format. Both parties will have equal right to appeal the dismissal.

Written Notice of Complaint

The Title IX Coordinator will send a written notice to each party of the allegations. The written notice will contain the following information:

1. A brief explanation of the Grievance Process (Informal and Formal) and a copy of this policy.
2. A statement of the alleged conduct that might constitute sexual harassment with sufficient detail for Respondent to prepare response. At a minimum this should include the date, time, location and parties involved in the conduct addressed by the allegations.
3. A statement that Respondent is presumed not responsible unless and until a determination of responsibility is reached at the conclusion of the process.
4. Notice that each party has the right to an Advisor of their choice.
5. A statement explaining each parties right to inspect and review evidence gathered during investigation.

6. A statement that false statements are prohibited by College policy and may result in discipline.
7. A list of potential sanctions upon a finding of responsibility.

A new written notice will be sent during the investigation if new allegations are discovered that will be addressed in the Grievance Process.

Supportive Measures

The College will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged sexual harassment and/or retaliation. At the time the supportive measures are offered, the College will inform the Complainant, in writing, that they may file a formal complaint with the College either at that time or in the future, if they have not done so already.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties, before or after the filing of a formal complaint or where no formal complaint has been filed, to restore or preserve access to College educational programs or activities, including measures designed to protect the safety of all parties or the College's educational environment, and/or deter sexual harassment and/or retaliation.

The Title IX Coordinator works with each party to ensure that their wishes are taken into account with respect to the supportive measures that are planned and implemented.

The College will implement measures in a way that does not unreasonably burden the other party. These actions may include, but are not limited to,:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employee Assistance Program
- Referral to community-based service providers
- Student financial aid counseling
- Altering campus housing assignment
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Issuing a No Trespass notice
- Class modifications, withdrawals, or leaves of absence
- Increasing security and monitoring of certain areas of the campus

The College will maintain as confidential any supportive measures provided to the

Complainant or Respondent to the extent that maintaining such confidentiality would not impair the ability of the College to provide the supportive measure.

All individuals are encouraged to report concerns about the failure of another to abide by any restrictions imposed by supportive measures. The College will take immediate action to enforce a previously implemented measure and disciplinary sanctions can be imposed for failing to abide by the College-imposed measures.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Emergency Removal

In connection with this policy, whether or not a grievance process is underway, the College may summarily remove an individual from an educational program or activity on an emergency basis, after undertaking an individualized safety/risk assessment, and upon the determination that the individual poses an immediate threat to the physical health or safety of any student or other individual (including themselves, the Respondent, the Complainant or any other individual).

The safety/risk analysis will be performed by the Title IX Coordinator in conjunction with the Behavioral Intervention Team.

When an emergency removal is imposed, the student will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate.

When the meeting is not requested (in a timely manner), objections to the emergency removal will be deemed waived.

Standard of Proof

The standard of proof under this policy is a preponderance of the evidence. A finding of responsibility by a preponderance of the evidence means that it is more likely than not, based on all the evidence and reasonable inferences from the evidence, that the Respondent violated this policy.

Presumption of Non-Responsibility

The Respondent is presumed to be not responsible for the alleged conduct unless and until a determination regarding responsibility is made at the conclusion of the grievance

process.

False allegations and Evidence

Deliberately false and/or malicious accusations under this policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under this and other policies.

Prior Sexual Behavior

The Complainant's predisposition or prior sexual behavior are not relevant and will not be used during the grievance process, unless offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concerns specific incidents of the Complainant's prior sexual behavior with the respect to the Respondent and are offered to prove consent.

Conflict of Interest

All individuals who have responsibility in administering the grievance process under this policy must be free of any conflicts of interests or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and will be trained as provided by federal regulations. A party that has concerns regarding conflict of interest or bias of any individual performing a role in the Title IX grievance process must report those concerns to the Title IX Coordinator within 48 hours of being notified of their identities and include a brief explanation of the basis for the conflict or bias concern. The Title IX Coordinator will assess the allegations of conflict or bias to determine whether or not the identified individual(s) can fulfill their duties in an impactful way. If the Title IX Coordinator concludes that the facts and circumstances support the claim of conflict or bias, the pertinent individual(s) will not participate in the case.

Advisor

Either Party may be assisted during their process by an Advisor of their choice. If necessary, the College may provide a party with an Advisor without charge. The role of the Advisor is narrow in scope: the Advisor may attend any interview or meeting connected with the grievance process, but the Advisor may not actively participate in interviews and may not serve as a proxy for the party. The Advisor may attend the hearing and may conduct cross-examination of the other party and any witnesses at the hearing; otherwise the Advisor may not actively participate in the hearing.

Promptness

The general timeframes outlined in this policy may be temporarily delayed or extended if

the Title IX Coordinator finds that good cause exists for the delay or extension. Written notice of the delay/extension will be provided to all parties and along with the cause of the delay/extension and an estimate of the anticipated additional time that will be needed as a result of the delay/extension.

When a Complainant Does Not Wish to Proceed

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the campus and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether the College proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a formal complaint to initiate a grievance process.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons and/or violence. The College may be compelled to act on alleged employee misconduct irrespective of a Complainant's wishes.

When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this policy.

When the College proceeds, the Complainant (or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant, though this does not extend to the provision of evidence or testimony.

Note that the College's ability to remedy and respond to notice may be limited if the Complainant does not want the College to proceed with an investigation and/or grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing the College's obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow the College to honor that request, the College will offer informal resolution options, supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

If the Complainant elects to take no action they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a Complainant

has the right and can expect to have allegations taken seriously by the College and to have the incidents investigated and properly resolved. Note that delays may limit access to evidence or present issues with respect to the status of the parties.

Informal Resolution

The College permits informal resolutions processes in cases in which a formal complaint has been filed with the Title IX Coordinator. An informal resolution can include three different approaches:

- When the Title IX Coordinator can resolve the matter by providing supportive measures (only) to remedy the situation or believes the matter can be resolved through an alternate resolution.
- When the parties agree to resolve the matter through an alternate resolution mechanism, usually before a formal investigation takes place.
- When the Respondent accepts responsibility for violating this policy and is willing to accept a sanction and end the resolution process.

The informal resolution process is voluntary, remedies-based process designed to provide parties with an option to resolve disputes with other students in a forum that is separate and distinct from the formal grievance process under this policy.

Prior to implementing an informal resolution, the College Ombudsperson (who is responsible for the informal resolution process) will provide both parties with written notice disclosing the allegations, the requirements of the informal resolution process and any outcomes resulting from participating in the informal resolution process. The Title IX Coordinator has five business days to refer the matter to the Ombudsperson once the informal resolution option has been identified.

The parties must submit in writing, within three business days of being contacted by the Ombudsperson, that they voluntarily wish to resolve the matter through the informal resolution process.

Once terms through the informal resolution process have been created, the Ombudsperson has three business days to submit, in writing, the agreement to both parties.

Both parties have five business days to sign and submit the informal resolution agreement. If for some reason a party does not sign and submit the informal resolution agreement the matter is referred back to the Title IX Coordinator by the Ombudsperson within three business days. The Title IX Coordinator will then initiate the formal resolution/grievance process.

The informal resolution agreement is not subject to appeal once all parties indicate their written approval to all agreed upon terms of the resolution. When parties cannot agree on

all terms of the resolution, the formal resolution/grievance process will resume.

When a resolution is accomplished, the appropriate sanctions are promptly implemented in order to effectively stop the sexual harassment or retaliation, prevent its recurrence, and remedy the effects of discriminatory conduct, both on the Complainant and the College community.

Any party participating in the informal resolution process can stop the process at any time and begin or resume the formal resolution/grievance process.

The informal resolution process is available in matters involving a student Complainant and a student Respondent. The informal resolution process is not available in matters involving a student and an employee.

Formal Resolution Process

Should the matter not be resolved through Informal Resolution, the Title IX Coordinator will appoint an Investigator(s), Grievance Hearing Panel and Appeal Panel. The role of each is discussed below.

Respondents will be presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Formal Resolution Process.

It is the College's burden to establish that the conduct did occur as alleged and that the conduct, if it occurred, violates College policy.

A Respondent is not required to prove consent and a Complainant is not required to prove the absence of consent.

Both inculpatory and exculpatory evidence will be considered by the Investigator, Grievance Hearing Panel and Appeal Panel. Inculpatory evidence is evidence that shows, or tends to show, a person's involvement in an act, or evidence that can establish responsibility. Exculpatory evidence is evidence favorable to exonerate an individual from responsibility.

Investigation

The Title IX Coordinator will assign trained Investigator(s) to investigate the complaint.

The investigation will include interviewing the Complainant, the Respondent, and any witnesses identified. Both the Complainant and the Respondent are entitled to identify witnesses, including expert witnesses, to be interviewed in the investigation.

The investigation will also include reviewing any appropriate documentation and/or

policies, reviewing law enforcement investigation documents, if applicable, reviewing student and/or personnel files, and gathering and examining other relevant documents or evidence, and any other action(s) the Investigator deems necessary to completing the investigation.

The Complainant and the Respondent have the right to have an Advisor present during any interview(s) or other meetings associated with the Grievance Process. The Advisor may not participate in the interview process and must remain silent during this phase of the Grievance Process.

Prior to commencing the investigation the Investigator(s) must disclose any conflict of interest between him/herself and either party, and in the event of any conflict, a qualified and trained unbiased replacement will be appointed. A party objecting to the Investigator on the basis of a conflict of interest must raise the objection during this phase of the Grievance Process; otherwise, the objection is deemed waived.

Notices of interviews or meetings sent to parties and witness will include the date, time, location, participants and purpose of the interview or meeting. The notice must be provided sufficiently in advance to allow the party or witness to prepare.

Investigators will not access, consider, disclose or otherwise use a party's records that are maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in professional capacity and are made/maintained in that capacity without voluntary written consent. Consent for a minor under FERPA is required from a parent.

The Investigator will document in writing his/her findings and determination in an Investigation Report. Ten days before the Investigation Report is completed, the Investigator will provide access to all evidence directly related to the allegations to the Parties and the Advisor, if any. Parties may provide a written response to the evidence no later than 10 days after being provided access. Within 20 days after parties are provided access to evidence the Investigator will issue the Investigatory Report which will summarize the Investigatory process, the facts gathered during the investigation, and any response to the facts provided by a party as well as state the Investigator's finding of facts.

If the College learns of discrimination/harassment in the absence of a direct complaint being filed by the student, such as from a member of the local community, social networking sites, or the media, the College will investigate or otherwise determine what occurred.

If an investigation reveals that sexual violence created a hostile environment, the College will take prompt and effective steps reasonably calculated to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and, as appropriate, remedy its

effects.

Hearing

Prior to commencing the Grievance Hearing process the Hearing Chair will disclose any conflict of interest between him/herself and either party, and in the event of any conflict, a qualified and trained unbiased replacement will be appointed. A party objecting to a Hearing Chair on the basis of a conflict of interest must raise the objection during his phase of the Grievance Process; otherwise, the objection is deemed waived.

Upon notice from the Title IX Coordinator an investigation has concluded, the Hearing Chair will, within 10 days, set a hearing date, time, and place. Once a hearing date, time and place has been determined, the Hearing Chair will provide written notice of the hearing date, time and place to all interested Parties. The notice of the hearing must be provided to all interested parties at least 10 days before the date and time of the scheduled hearing.

Either party may request that the hearing be conducted with each party in separate rooms, in which case the hearing will be conducted using technology allowing all parties to see and hear each other.

If a party or parties prefer not to attend or cannot attend the hearing in person, the party should request alternative arrangements from the Hearing Chair at least five business days prior to the hearing.

Grievance Hearing will be closed to the public in order to protect the confidential nature of the proceedings. Any student or employee requiring accommodations for the hearing must make the request for such accommodations at least five days prior to the hearing. In the event that an essential accommodation cannot be provided by the College by the date of the hearing, the hearing will be rescheduled with the respective date to be no more than one week later. The Hearing Chair will be responsible for ensuring that procedural matters are followed.

Deviations from prescribed procedures will not necessarily invalidate a decision or proceeding unless the deviation causes significant prejudice to a student, employee or the responding party.

No party will be permitted to make an audio recording of the proceeding. The hearing will be transcribed by the College, and a transcript of the hearing will be made available to the parties, their Advisor, the Appeal Chair, and will be kept by the Title IX Coordinator.

During the Grievance Hearing both Advisors for both Complainant and Respondent may be present but will not be permitted to participate in the process except for the limited purpose of conducting cross-examination of the other party and witnesses.

The Grievance Hearing will proceed in the following order:

1. Hearing Panel's explanation of the Procedure and Rules
2. Statement of the Investigator's Findings and Conclusion
3. Complainant's Opening Statement (limited to 15 minutes)
4. Respondent's Opening Statement (limited to 15 minutes)
5. Presentation of the Complainant's witnesses and evidence
6. Presentation of the Respondent's witnesses and evidence
7. Complainant's Closing Statement (limited to 15 minutes)
8. Respondent's Closing Statement (limited to 15 minutes)

During the presentation of evidence, each party will have the opportunity to call witnesses (including experts) on their behalf after which the opposing party through their Advisor will have the opportunity to question the witness.

During cross-examination Parties and Advisors must conduct themselves in a respectful, non-abusive and non-intimidating manner. Advisors are not entitled to object to relevancy issues during the hearing.

In the judgement of the Hearing Chair, each party may be granted a short recess for the purpose of conferring with their Advisor.

During the presentation of evidence, the Hearing Panel is permitted to ask for clarification from witnesses.

The Hearing Chair will make a relevancy determination regarding each question asked during cross-examination before the question is answered and will explain why it is not relevant.

Upon conclusion of the Grievance Hearing, the Hearing Panel will make a determination based a preponderance of evidence as to whether the alleged conduct occurred or did not occur, and if the conduct occurred if the conduct constituted a violation of this policy and the appropriate sanction(s). In reviewing the decision of the Investigator, the Hearing Panel may substitute its assessment for the findings, conclusion, and decision of the Investigator.

The Hearing Panel will not rely upon any statement from any party or any witness who does not participate in the Grievance Hearing and will not draw any inference from as to responsibility from such a statement.

The Hearing Chair will provide a written report (Notice of Outcome) of the Hearing Panel's findings and determinations in writing to all parties, their Advisors, and the Title IX Coordinator within 10 days after the hearing. The Notice of Outcome will be shared with the parties simultaneously. Notification will be made in writing and may be delivered in

person, mailed to the permanent address of the parties or emailed to the parties' College-issued email. Once mailed, emailed and/or delivered in person, notice will be presumptively delivered.

The Notice of Outcome will articulate the specific policy(ies) reported to have been violated, including the relevant policy section, and will contain a description of the procedural steps taken by the College from the receipt of the misconduct report to the determination, including any and all notifications to parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held. It will also include specific findings on each alleged policy violation, the findings of fact that support the determination; conclusion regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the results of each allegation, any sanctions issued and any remedies provided to the Complainant designed to ensure access to College educational or employment program or activity.

The Notice of Outcome will also include information on when the results are considered by the College to be final, any changes that occur prior to finalization, and the relevant procedures and bases for any available appeal options.

Sanctions will be imposed upon a finding that a student or employee has violated this policy. A student or employee who fails to complete the sanction will be considered to have committed another violation of this policy. Violations involving impairment from the voluntary use of alcohol and/or use of drugs (other than medically necessary) will be considered an aggravating, and not a mitigating, factor in sanctioning. All sanctions become part of a student's file or employee's personnel file. The College may withhold awarding a degree or any other academic achievement, otherwise earned, until the completion of the process set forth in this policy, including appeals and the completion of any and all sanctions imposed.

Potential sanctions for students found by the College to have violated this policy may include, but are not limited to, the following, which are defined in *Appendix B*.

- Account Hold
- Disciplinary Probation
- Educational Assignment
- Expulsion
- No Contact
- Restitution
- Restricted Access
- Suspension
- Written Warning

Potential sanctions for employees found by the College to have violated this policy may include, but are not limited to, the following, which are defined in *Appendix C*:

- Corrective Plan of Action

- Discharge
- No Contact
- Suspension
- Training
- Verbal Warning
- Written Warning

Potential sanctions for third-parties found by the College to have violated this policy may include, but are not limited to:

- Loss of Privileges
- Termination of Business Relationship

Should a student decide not to participate in the resolution process, the process proceeds absent their participation to a reasonable resolution. Should a student Respondent permanently withdraw from the College, the resolution process ends, as the College no longer has disciplinary jurisdiction over the withdrawn student. The student who withdraws or leaves while the process is pending may not return to the College; a hold will be placed on their student account, and the student may be barred from College property and/or events. The College will, however, continue to address and remedy any systemic issues that may have contributed to the alleged violation(s) and any ongoing effects on the alleged sexual harassment and/or retaliation.

Should an employee Respondent resign with unresolved allegations pending, the resolution process ends. The College will, however, continue to address and remedy any systemic issues that may have contributed to the alleged violation(s) and any ongoing effects on the alleged sexual harassment and/or retaliation.

An employee who resigns with unresolved allegations pending is not eligible for rehire by the College and the records retained by the Title IX Coordinator will reflect that status. All College responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

Appeal

Appeals under this policy will be heard by an Appeal Panel comprised of three College employees. Both parties have equal rights to an impartial appeal upon the dismissal of a formal complaint or any allegations therein and upon receiving the Hearing Panel's written determination regarding responsibility and, when applicable, sanctions and remedies.

Prior to commencing the appeal process the Appeal Chair must disclose any conflict of interest between him/herself and either party, and in the event of any conflict, a qualified and trained unbiased replacement will be appointed. A party objecting to the Appeal Chair on the basis of a conflict of interest must raise the objection during this phase of the Grievance Process; otherwise, the objection is deemed waived.

An appeal must be filed within 10 days of the decision being appealed by submitting a

written statement as to the basis and reason for the appeal to the Title IX Coordinator.

The request for appeal will be forwarded to the Appeal Chair for consideration to determine if the request meets the grounds for appeal. The grounds for appeal are:

1. procedural irregularity that affected the outcome of the matter;
2. new evidence or witness(es) that were not reasonably available at the time determination regarding responsibility or dismissal was made which could affect the outcome of the matter;
3. a conflict of interest or bias that affected the outcome of the matter.

If any of the grounds in the request for appeal do not meet the grounds in this policy, that request will be denied by the Appeal Chair and the parties and their Advisors will be notified in writing of the denial and the rationale within seven business days of receiving the request for appeal.

If any of the grounds in the request for appeal meet the grounds in this policy, then the Appeal Chair will notify the other parties and their Advisors and, when appropriate, the Title IX Coordinator, Investigator(s) and Hearing Panel Members. This will occur within seven business days of receiving the request for appeal.

The other party(s) and their Advisors, and, when appropriate, the Title IX Coordinator, the Investigators and/or the Hearing Panel will be mailed, emailed, and/or provided a hard copy of the request with the approved grounds and then be given five business days to submit a response to the portion of the appeal that was approved and involves them. All responses will be forwarded by the Appeal Panel Chair to all parties for review and comment.

The non-appealing party (if any) may also choose to raise a new ground for appeal at this time. If that occurs, it will be reviewed to determine if it meets the grounds in this policy by the Appeal Panel Chair and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the Investigator(s) and/or original Hearing Panel, as necessary, who will submit their response in five business days, which will be circulated for review and comment by all parties.

Neither party may submit any new requests for appeal after this time period. The Appeal Panel Chair will collect any additional information needed; all documentation regarding the approved grounds and the subsequent responses will be shared with the Appeal Panel. The Appeal Panel will render a decision in no more than seven business days, barring exigent circumstances. All decisions are made by a unanimous vote and apply the preponderance of evidence standard.

Within ten days of receipt of the response to the appeal, a Notice of Appeal Outcome will be sent to all parties simultaneously, including the decision on each approved grounds and

rationale for each decision. The Notice of Appeal Outcome will specify the findings on each ground for appeal, any specific instructions for remand or reconsiderations, any sanctions that the College is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent the College is permitted to share under state and federal law.

Notification will be made in writing and will be delivered by in person, mailed to local or permanent address of the parties as indicated in official institutional records, and/or emailed to the parties' College-issued email. Once mailed, emailed and/or received in-person, notice will be presumptively delivered.

Training

Appropriate notice will be provided to College Board of Trustees, officers, employees and students of this policy in publications such as the College Catalog, training materials, promotion of College-sponsored events, course syllabi and the College website. Training on this policy will be provided annually to students and employees cy.

Annually, the College provide the Title IX Coordinator, Investigators, Grievance and Appeal Chairs/Panelists, and the Ombudsperson with training regarding the follow:

1. Serving impartially
2. Relevance, questions of evidence, privilege and confidentiality
3. Documenting and completing reports
4. College policy on sexual harassment and other policies and procedures
5. The Grievance Process, including how to conduct investigations, how to conduct hearings, and how to conduct appeals and prepare reports
6. Technology used during Grievance Hearings
7. The scope of College education programs and activities
8. Assisting those who have experienced trauma

The College will publish all training materials on the website.

Record Keeping

The Title IX Coordinator is responsible for maintaining the following records arising under this Policy for a period of seven years:

1. Investigation Report (Formal Complaint and Investigative Documents)
2. Grievance Hearing Determination
3. Record of Grievance Hearing
4. Appeal Results
5. Informal Resolution Results
6. Sanctions imposed
7. Remedies to restore/preserve equal access to College programs and activities
8. Supportive measures given and not given (including an explanation of why

supportive measures not given were clearly not unreasonable under known circumstances)

9. All training materials for Grievance Procedure Participants (Informal Resolution Facilitator, Title IX Coordinator(s), Investigators, Grievance Hearing Decision Makers, Individual handling Appeals, and Advisors)
10. An explanation of why a response to a complaint was not deliberately indifferent and documentation of the steps taken to restore/preserve equal access to College programs and activities

References:

[Non-Discrimination policy](#)

ATIXA 2020 Interim Model Sexual Harassment Policies and Procedures

Appendix A – General Definitions

- **Advisor** means a person chosen by a party or appointed by the College to accompany the party to meetings related to the resolution process, to advise the party on that process, and to conduct cross-examination for the party at the hearing, if any.
- **Complainant** means an individual(s) who is alleged to be a victim of conduct that could constitute sexual harassment while participating in or attempting to participate in a College educational program, activity, or employment at the time of filing a formal complaint.
- **Complaint (formal)** means a document submitted or signed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment or retaliation for engaging in a protected activity against a Respondent and requesting that the College investigate the allegations.
- **Confidential Resource** means an employee who is not obligated to share knowledge of reports of sexual harassment and/or retaliation with the Title IX Coordinator.
- **Day** means a business day when the College is in operation.
- **Education program or activity** means locations, events or circumstances where the College exercises substantial control over both the Respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the College.
- **Final determination** means a conclusion by a preponderance of evidence that the alleged conduct did or did not violate policy.
- **Finding** means a conclusion by the preponderance of the evidence that the conduct did or did not occur as alleged (as in a “finding of fact”).
- **Formal grievance process** means a method of formal resolution designated by the College to address conduct that falls within this policy, and which complies with the requirements of the Title IX regulations.
- **Grievance process pool** includes any investigators, hearing panel members, hearing officers, appeal officers, appeal panel members, and advisors who may perform any or all of these roles (though not at the same time or with respect to the same case).
- **Hearing panel** refers to those who have decision-making and sanctioning authority

within the College's formal grievance process.

- **Investigator** means the person(s) charged by the College with gathering facts about an alleged violation of this policy, assessing relevance and credibility, synthesizing the evidence, and compiling this information into an investigation report.
- **Reports** means that an employee, student, or third-party informs the Title IX Coordinator of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.
- **Parties** means both the Complainant(s) and the Respondent(s), collectively.
- **Privacy** means the discretion that will be exercised by the College in the course of any investigation or process under this policy.
- **Remedies** means post-finding actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to the College's educational program.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment or retaliation for engaging in a protected activity.
- **Resolution** means the result of an informal or formal grievance process.
- **Sanction** means a consequence imposed by the College on a Respondent who is found to have violated this policy.
- **Student** means any individual who has accepted an offer of admission, or who is registered or enrolled for credit or non-credit bearing coursework, and who maintains an ongoing relationship with the College.
- **Witness** means any individual who shares information related to an allegation of prohibited conduct under this policy.

Appendix B – Potential Sanctions – Students Definitions

- **Account Hold** means restricted access to an individual's registration, grades and/or transcript.
- **Disciplinary Probation** means a specified period of time, with a minimum of one semester, requiring the student to avoid a recurrence of any conduct that violates any College policy that may result in additional College sanctions including suspension or expulsion.
- **Educational Assignment** means a learning opportunity, including, but not limited to, drug and alcohol education and written papers, designated to be completed by the student. An alcohol and drug assessment and/or behavioral health assessment may be required to be completed by a qualified medical or mental health professional and released to an appropriate College official.
- **Expulsion** means permanent dismissal from the College, administrative withdrawal from classes and loss of all College privileges.
- **No Contact** means the accused Respondent is instructed not to have direct or indirect contact with the complaining student, which includes but is not limited to contact in person, through electronic means, or through a third party.
- **Restitution** means community service as a form of reimbursement to the College

and/or a member of the College community or others to cover the cost of damage, injury, or loss of community or personal property as a result of a violation.

- **Restricted Access** means denial of services, privileges, access to facilities and benefits that may impact participation in extracurricular activities, residence in College housing, College employment, leadership within student organizations and academic activities for a designated period of time.
- **Suspension** means removal of a student for a defined period of time, during which a student loses all College privileges including, but not limited to, facilities, programs, privileges, classes, and premises. Students who do not attend the College for three or more successive semesters, excluding summer sessions, must submit an application for readmission to the College.
- **Written Warning** means a written notice warning to the Respondent to avoid a recurrence of any conduct that violates College policy.

Appendix C – Potential Sanctions – Employees Definitions

- **Corrective Plan of Action:** Based upon the severity of the violation, an employee found to have violated this policy is issued a corrective plan of action that directs the employee to complete a course of action to remain employed.
- **Discharge:** The employee is terminated from College employment.
- **No Contact:** The employee is directed to have no direct and/or indirect contact with the Complainant, which includes, but is not limited to contact in person, through electronic means, or through a third party.
- **Suspension:** The employee is suspended with or without pay for a period of time.
- **Training:** An employee is be required to participate in Sexual Harassment Awareness training, including, but not limited to, obtaining education regarding this policy and the laws prohibiting sexual harassment/discrimination.
- **Verbal Warning:** A verbal warning is issued to the employee directing that the employee not engage in behavior prohibited by this policy, which will be documented and placed in the employee's personnel file.
- **Written Warning:** A written warning is issued to the employee directing that the employee not engage in behavior prohibited by this policy, which will be placed in the employee's personnel file.

Action Item for President – January 13, 2021

COVID-19 TEMPORARY REMOTE WORK

In accordance with *Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rules on Coronavirus Disease 2019 (COVID-19)*, Lake Michigan College (the College) needs to adopt a COVID-19 TEMPORARY REMOTE WORK policy to promote the health and safety of all employees during the COVID-19 pandemic.

Towards that end, the COVID-19 Safety Team has drafted a policy that includes the following:

To the extent that an individual's work activities can feasibly be completed using a remote work (i.e., not on campus) arrangement, the College will require that those activities be performed remotely rather than in person and on site. This policy is temporary and may be changed or terminated as the COVID-19 situation evolves. This policy does not set precedent for future remote work policy.

ACTION:

Under the *Emergency Authority to Act for Health and Safety* policy, the Board authorized the President to develop and enact policy to ensure the health and safety of students, employees, and guests in times of exigent need. The coronavirus pandemic has created an exigent need for improved technology to support virtual and face-to-face instruction.

Accordingly, the Executive Director of Facilities, the Executive Director of Human Resources, and the Chief Financial Officer recommend the President adopt the COVID-19 TEMPORARY REMOTE WORK policy.

This action will be provided to the Board at their next regularly scheduled meeting.

Action Accepted/Approved:

Signature:  _____

Date: January 13, 2021

COVID-19 TEMPORARY REMOTE WORK

Office of Origin:	Human Resources
Responsibility:	Executive Director, Human Resources
Original Date Adopted:	1/13/21
Dates Reviewed:	1/13/21
Last Date Approved:	1/13/21

In accordance with *Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rules on Coronavirus Disease 2019 (COVID-19)*, Lake Michigan College (the College) is adopting this policy to promote the health and safety of all employees during the COVID-19 pandemic.

Remote Work

To the extent that an individual's work activities can feasibly be completed using a remote work (i.e., not on campus) arrangement, the College will require that those activities be performed remotely rather than in person and on site. This policy is temporary and may be changed or terminated as the COVID-19 situation evolves. This policy does not set precedent for future remote work policy.

Assessment

The College will determine if each position can feasibly allow any or all of work activities to be completed remotely. For some positions, it will generally be clear that duties cannot feasibly be completed remotely – for example, positions requiring work on machines or equipment on campus, that require direct contact with students or the public, or that supervise on-site operations. In addition, certain individual employee circumstances may require consideration, which the College will evaluate on a case-by-case basis.

Factors that may be considered in the determination include:

- impact of remote work on business operations
- ability to meet student, employee, and community needs;
- ability to interact with coworkers, as required;
- potential effect on timeliness and quality;
- if individual job performance shows a need for direct instruction or oversight;
- confidentiality concerns;
- availability of security protections; and,
- availability of a conducive remote work environment.

A list of positions that require in-person work, in full or in part, along with the reason for any in-person work will be maintained.

Expectations & Requirements

Employees working remotely must comply with all policies and safety standards, including, but not limited to, those regarding job performance, time and attendance, unauthorized overtime work, and confidentiality.

A temporary remote work arrangement will not change an employee's job duties and responsibilities unless the College decides that a short-term change is in the best interest of all concerned (the employee, coworkers, students, and the College).

Professionalism in performing job duties, work output and productivity, and service to students, employee's department and co-workers, and other customers (internal and external) must be maintained during remote work shifts. Likewise, all communications must meet the standards set by the College and the employee supervisor.

Due to the uncertainty of the length and severity of the COVID-19 pandemic, all temporary remote work arrangements will be evaluated on an ongoing basis.

On-site Work

An employee who works remotely on a full-time or part-time basis must follow all College COVID-19 protocols whenever the employee reports to work on site. Those protocols include daily entry screening, wearing a face mask and social distancing requirements, in addition to complying with the LMC COVID-19 Preparedness and Response Plan.

References:

COVID-19 Preparedness and Response Plan

Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rules
Coronavirus Disease 2019 (COVID-19)

MOTION by Dr. Lindley with support by Mr. Grover to approve the Title IX Sexual Harassment policy and COVID-19 Temporary Remote Work policy as presented.

VOICE VOTE

APPROVED

OLD BUSINESS

POLICY REVISIONS

ACTION As part of ongoing efforts to review college polices in support of continuous quality improvement efforts, the following policy revisions are presented to the Board of Trustees as a second read for approval.

- LMC Shared Services with-Contractors and On-Campus Partners
- Tuition Waiver – Siena Heights University Employees- Delete
- Conflict Of Interest in Federal or State Grants – Financial Conflict
- Student Records Retention and Disposal -Delete

LMC SHARED SERVICES ~~WITH-CONTRACTED SERVICES-CONTRACTORS AND ON-CAMPUS PARTNERS~~

Office of Origin:	President's Office
Responsibility:	Senior Executive Assistant to the President
Date Adopted:	09-24-19
Date Reviewed:	02-26-20, 10-14-20, 10-21-20, 11-04-20
Last Date Approved:	02-26-20, 10-21-20, 01-26-2021

Lake Michigan College (the College) utilizes contractors **and on-campus partners** to provide some of its support services. The College's expectation is that services will be seamless with no ability for the customer to differentiate between the quality provided by in-house versus contracted services.

The College shares with members of its **contracted contractors and on-campus partners*** some of the same services afforded its own employees in return for meeting or exceeding this expectation.

Requirements: Participants must be regularly assigned to **LMC the College** and **be full- or part-time employees of the contractor or an on-campus partner.**

Shared LMC Services:

1. LMC Tuition Waiver (**contracted employee only**) - 3 credit hours tuition waiver only per Fall and Spring Semesters. Participants will be responsible for all associated fees and required text. College will request match from each business.
2. Free Professional Development Events
3. Attendance at College wide Engagement Events
4. Free Teaching and Learning Center (TLC) Training Opportunities

5. \$7 Ticket Discount to most shows on the Mendel Center Mainstage. This discount may not be available for some performances listed as "Special Engagements." ~~Contractor should~~ Check with the Mendel Center box office if interested in attending one of these special engagements.
 6. Whirlpool VIPLink Discount
 7. Photo ID – LMC Contracted Services
 8. Bookstore Discount of 10% off general merchandise excluding food and textbooks
 9. Kidzone Discount of 5% off all services including drop in and longer care
 10. Free Wellness Center Participation
- *Note: Participation with approval of applicable Cabinet member.

Delete – Siena Heights is included in the LMC Shared Services with Contractors and On-campus Partners Policy

TUITION WAIVER – SIENA HEIGHTS UNIVERSITY EMPLOYEES

Office of Origin:	Human Resources
Date Adopted:	10-09-91
Date Reviewed:	05-04-17
Last Date Modified & Approved:	03-13-13, 05-23-17

Policy Statement:

Full-time employees and their IRS eligible dependents of Siena Heights University who are working at Siena's LMC extension center, are eligible to receive tuition waiver privileges for Lake Michigan College credit classes.

These individuals are eligible for the waiver of 20% of tuition. All College fees are separate from tuition and will be paid in full by the individual.

Responsibility: Vice President, Administrative Services

References:

~~FINANCIAL CONFLICT OF INTEREST IN SPONSORED PROGRAMS FEDERAL OR STATE GRANTS – FINANCIAL CONFLICT COMPLIANCE WITH FEDERAL & STATE LAW~~

Office of Origin: ~~Human Resources,~~ Finance
Responsibility: ~~Executive Director, HR;~~ Chief Finance Officer
Original Date Adopted: 10-22-96
Dates Reviewed: 11-22-08, 12-14-17, [board meeting date]
Last Date Approved: ~~12-14-17~~[board meeting date]

~~Lake Michigan College (the College) will protect Federal and State funded programs from any bias that can be expected to arise from the financial interests of employees involved in projects funded by Federal and State grants.~~

~~The College may not permit any person participating in a Federal and State funded program to use his / her position for a purpose that is or gives the appearance of being motivated by a desire for a private financial gain for that person or others.~~

Lake Michigan College (the College) will protect Federal and State funded programs from financial conflicts of interest. Accordingly, no employee may participate in the selection or administration of a contract supported by a Federal or State award if he or she has a real or perceived conflict of interest.

A conflict of interest exists when an employee working on the selection or administration a Federal or State funded program has or appears to have the opportunity to influence decisions in a way that could lead to personal gain or give improper advantage to:

- themselves,
- any member of her/his immediate family,
- her/his partner,
- any entity in which the employee possesses an interest, including an organization which employs or is about to employ the employee, any member of her/his immediate family, or her/his partner.

In addition, employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to Federal or State funded programs.

~~Employees may not be permitted to participate in decisions regarding a Federal and State funded program if:~~

- ~~1. The decision is likely to benefit that person or a member of her/his immediate family.~~
- ~~2. has a family or business relationship with the grantee.~~
- ~~3. The person is a public official~~

~~I. Definitions~~

- ~~• Immediate Family of an individual includes his/her spouse and children.~~
- ~~• A Financial Interest is anything above a de minimus value, including but not~~

~~limited to commissions, consulting fees, honoraria, stocks, stock options, ownership interests, allowance, forbearance, forgiveness of debt, interest in real or personal property, dividends, royalties derived from the licensing of technology, rent, capital gain, and intellectual property rights (e.g., patents, copyrights, and royalties from such rights).~~

~~Accordingly, and in accordance with Federal and State regulations, College~~ Employees involved in projects funded by Federal and State grants must sign the *Conflict of Interest* form annually at the start of each project fiscal year.

~~Violation of this policy may lead to disciplinary procedures, up to and including suspension, discharge, dismissal, termination, expulsion, and/or legal action.~~

~~II. ———~~ **Mandatory Disclosures**

~~The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies for noncompliance including suspension or debarment. (2 CFR part 200.113)~~

References: Uniform Grant Guidance (UGG) (2 CFR Part 200)

STUDENT RECORDS RETENTION AND DISPOSAL -DELETE

Office of Origin: Records

Date Adopted: 01-22-13

Date Reviewed:

Last Date Modified & Approved:

Effective student records management must meet federal, state and local legal requirements for record retention and privacy protection. The records management plan must also optimize use of space, minimize cost of record retention and properly destroy out of date records. This policy will apply to student records that include hard copy paper, electronic media and microforms formats. Electronic records must be maintained and accessible according to the Student Records retention and disposal schedule. Documents are destroyed when the retention period for that format has been met.

Responsibility: Vice President, Student Services

References: ACCRAO -Retention of Records: Guide for Retention and Disposal of Student Records 2010 Update

Family Education Rights – Privacy Act (FERPA) 34 CFR99
Health Insurance Portability & Accountability Act (HIPPA)
Michigan

Use of Internet and Electronic Communication System IT Policy – 05/25/10

MOTION by Mr. Grover with support by Ms. Tomasini to approve the following policy revisions as presented.

- LMC Shared Services with-Contractors and On-Campus Partners
- Tuition Waiver – Siena Heights University Employees- Delete
- Conflict Of Interest in Federal or State Grants – Financial Conflict
- Student Records Retention and Disposal -Delete

ROLL CALL VOTE

Yeas: Jeff Curry, John Grover, Debra Johnson,
Michael Lindley, Joan Smith, Mary Jo
Tomasini, Vicki Burghdoff

Nays: None

Absent: None

APPROVED

NEW BUSINESS

Estimated Sources of Revenue - Fiscal Year 2022

BACKGROUND

Act 331 of the Public Acts of 1966, as amended, Section 141 states:

“The Board of Trustees shall prepare annually on a day to be determined by the Board of such district but not after the third Monday of April each year, an estimate of the amount of taxes or appropriation deemed necessary for the ensuing fiscal year for the purpose of expenditures authorized by law as within the powers of the Board.”

Accordingly, it is necessary that the Lake Michigan College Board of Trustees take formal action to estimate the amount of taxes necessary for the ensuing fiscal year to cover estimated expenditures.

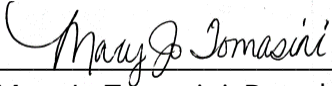
Estimated general fund expenditures for fiscal year 2022 are likely to generally approximate those of fiscal year 2021, which were budgeted to be \$37,800,000. Currently estimated property tax revenue for fiscal year 2022 is \$22,500,000, a significant portion of which will be used for capital improvements.

ACTION

To ensure adequate funding for the ensuing fiscal year, we recommend that the Board of Trustees levy the full voted millage rates of 2.3002, as might be modified by the provisions of Section 31 of the Constitution of the State of Michigan (e.g., the Headlee Amendment.)

It is hereby resolved by the Board of Trustees of Lake Michigan College that the College will levy the full voted millage rates of 2.3002, as might be modified by the provisions of Section 31 of the Constitution of the State of Michigan.

I do hereby certify the official resolution of the Board of Trustees of Lake Michigan College to levy for all purposes the amount recorded in the approved minutes of said district.



Mary Jo Tomasini, Board Secretary

MOTION by Dr. Lindley with support by Ms. Smith to levy the full voted millage rates of 2.3002, as might be modified by the provisions of Section 31 of the Constitution of the State of Michigan (e.g., the Headlee Amendment.)

VOICE VOTE

APPROVED

CAPITAL REQUEST - CORE SWITCH REPLACEMENT

An IT core switch is the central point where the Intranet (internal network) and Internet (external sites) are dispersed throughout campus. LMC's current core switches are 10-years old and are end of life. They are also no longer supported by the manufacturer (Cisco) if technical issues arise.

Replacing the core switches with updated technology will supports student success and academic excellence by providing a stable and reliable aggregation point for core technology services to be distributed across the internal network and Internet. In addition,

new core switches will allow for improved network security through continued updates of the switch software by the manufacturer.

In compliance with the College's *Purchasing* policy, a Request for Proposal (RFP) was issued for the core switch replacements. The RFP was sent to the following companies, and their responses are below:

CDW-G	\$149,177.92
Presidio	did not bid
Insight	did not bid

The proposal received was reviewed and graded relative to pre-determined criteria including specs, experience, capability, approach, fee, and references.

In addition to the purchase of the core switches, an additional \$4,000 is needed for cables that were not included in the proposal to accommodate installation of the new equipment.

ACTION:

It was recommended that the Lake Michigan College Board of Trustees authorize College administration to bind a contract with the low bidder, CDW-G, in an amount not to exceed \$149,177.92, and to approve the core switch capital project budget in total of \$153,177.92.

MOTION by Ms. Smith with support by Mr. Grover to authorize College administration to bind a contract with the low bidder, CDW-G, in an amount not to exceed \$149,177.92, and to approve the core switch capital project budget in total of \$153,177.92.

VOICE VOTE

APPROVED

ADJOURNMENT

MOTION by Dr. Lindley to adjourn the Regular Meeting of the Lake Michigan College Board of Trustees at 5:24 p.m.



Mary Jo Tomasini, Board Secretary
Draft until approved at the next scheduled meeting