

## **CALL TO ORDER**

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

## **ROLL CALL**

Present: John Grover, Vicki Burghdoff, Mark Weber, Mary Jo Tomasini and Joan Smith

## **SETTING OF THE AGENDA**

Board Chair John Grover stated that agenda stands as presented.

## **APPROVAL OF MINUTES**

The minutes from the March 5, 2024 Board meeting were approved as presented with a voice vote by all trustees present.

## **PETITIONS AND COMMUNICATIONS FROM THE FLOOR**

None

## **PRESIDENT'S REPORT**

Dr. Kubatzke began his report stating that every senior parent from a high school within our district were mailed information about the Red Hawk Futures Scholarship. The scholarship will provide free tuition for two years to the class of 2024. The college saw a 30% increase last year with providing the scholarship to the class of 2023.

## NEW BUSINESS

### Athletic Fields

In July 2022 Progressive AE was selected by a Steering Committee through a competitive proposal process for a West Campus Master Plan study. The study engaged professional engineering and landscape architectural services to develop a comprehensive, long-term plan for west portion of the Benton Harbor campus, including the College's baseball, softball and soccer sport fields, future building development to serve student life, and the pedestrian and vehicular infrastructure. Specifically, the site analysis work focused on stormwater mitigation challenges in preparation for future turf fields and develop a phased approach for necessary infrastructure to support future growth.

Athletic Field Reconstruction, as recommended in the study, has been identified as one of the top priorities for the College. To this end, Progressive AE is recommended to provide engineering and design services for the first phase of the West Campus Master Plan, Athletic Field Reconstruction project, based on the completed study.

Progressive AE will develop contract documentation to relocate the baseball, softball and soccer fields, associated dugouts, bleachers and press boxes. Progressive AE will provide services to support the bidding and construction administration phases of the project.

Additional geotechnical soil borings are recommended, which would be a direct expense to the College. Services are estimated to be less than \$15,000.

The project is anticipated to bid to contractors in late summer of 2024. At that time there will be an additional action item to establish the total project and award the contractor bid. Once awarded, construction would begin immediately; weather dependent, the fields are anticipated to be playable in 2025 for the relative sport seasons.

### **ACTION**

The College Administration recommends that the Lake Michigan College Board of Trustees authorize a contract award for engineering and design services through construction administration for Athletic Field Reconstruction project to Progressive AE (Grand Rapids, Michigan) in the amount of \$228,000 and to establish a capital project for a preliminary budget of \$243,000.

**MOTION** by Ms. Burghdoff with support by Mr. Weber to authorize a contract award for the Athletic Field Reconstruction project to Progressive AE.

### **ROLL CALL VOTE**

**Chair Grover** asked the board secretary for a roll call vote

**Yeas:** Ms. Tomasini, Mr. Weber, Mr. Grover, Ms. Burghdoff, Ms. Smith

**Nays:** None

### **MOTION APPROVED**

## OPTION TO PURCHASE REAL ESTATE

THIS OPTION AGREEMENT (“**Agreement**”) is effective as of the last date signed by the parties below (the “**Effective Date**”) between Lake Michigan College, a Michigan municipal corporation (“**Seller**”), whose address is 2755 E. Napier Avenue, Benton Harbor, Michigan 49022 and Benton Charter Township, a Michigan municipal corporation (“**Buyer**”), whose address is 1725 Territorial Road, Benton Harbor, MI 49022 with respect to the following.

### Background

A. Seller is the owner of certain real property located in Benton Charter Township, County of Berrien, and State of Michigan, more particularly described on the attached Exhibit A (the “**Property**”).

B. Seller wishes to sell an approximately 2.0-acre portion of the Property which is approximately depicted on the attached Exhibit B (the “**Water Tower Parcel**”).

C. Buyer is interested in potentially purchasing the Water Tower Parcel but requires additional information regarding the fitness of the Water Tower Parcel for use as a municipal water tower.

D. Seller wishes to grant Buyer an exclusive option to purchase the Water Tower Parcel along with the right of Buyer to enter into the Property to conduct any necessary due diligence and inspections.

Therefore, the parties agree as follows:

### Agreement

1. Grant of Option. For consideration of One Thousand and 00/100 Dollars (\$1,000) (the “**Option Payment**”), Seller hereby grants and conveys to Buyer an exclusive option to purchase the Water Tower Parcel according to the terms and conditions of this Agreement (the “**Option**”).

2. Option Period. Buyer shall have the exclusive option to purchase the Water Tower Parcel and Seller shall forego any marketing or sale of the Water Tower Parcel to any other person whatsoever during the period beginning on the Effective Date and ending at 11:59 PM on May 31, 2025 (the “**Option Period**”).

3. Inspection. During the Option Period, Buyer may enter upon the Water Tower Parcel to make any inspections and conduct any studies or due diligence it deems appropriate, including, without limitation, any and all title, survey, appraisal, environmental, hydrological, physical, financial, legal, and other inspections. Buyer will restore the Property to its current condition after its inspections and studies. The Buyer shall indemnify, defend, and hold harmless the Seller from all loss, costs, and expenses arising from or related to Buyer’s inspections, studies and due diligence. The provisions of this paragraph 3 shall survive the Closing (defined below).

4. Exercise of Option. Buyer may exercise the Option by giving notice to Seller prior to the expiration of the Option Period. Notice shall be effective upon receipt, if personally delivered or faxed, upon mailing, if mailed, or upon deposit with the overnight delivery service.

5. Failure to Exercise Option. If Buyer fails to exercise the Option during the Option Period, the Option shall terminate, and Seller may retain the Option Payment and have no further obligation to Buyer.

6. Purchase Price. If Buyer exercises the Option, the “**Purchase Price**” for the Water Tower Parcel shall be Twenty-Five Thousand and 00/100 Dollars (\$25,000) payable in certified funds and the Option Payment shall be credited toward the Purchase Price.

7. Sale and Purchase. If Buyer exercises the Option, Seller shall sell the Water Tower Parcel to Buyer any rights Seller has in the Water Tower Parcel, if any, including: a) gas, oil, mineral, and fluid rights, b) all property divisions under Section 108 of the Land Division Act, Public Act 288 of 1967, c) all other items of real property, if any, and d) all easements and all other interests and rights of Seller which are appurtenant to the real estate, including, but not limited to, all right, title, and interest of Seller in and to any land lying in a street, road, or avenue, either public or private, in front of, within, adjacent to, or adjoining the Water Tower Parcel (the “**Purchase**”).

8. Water Tower Painting. If the Buyer consummates the Purchase and proceeds to construct a municipal water tower on the Water Tower Parcel (the “**Water Tower**”) that can, in the opinion of the Buyer’s engineers, accommodate painting or decoration with the Seller’s logo, the Seller has a non-exclusive license to paint Seller’s logo on the Water Tower, at Seller’s sole expense, in compliance with this paragraph. No less than ninety (90) days prior to Seller painting its logo on the Water Tower, the Seller shall submit written plans and specifications for the logo, the type of paint, the method of the application of the paint, and any other materials or information requested by the Buyer’s engineer in order for the Buyer’s engineer to evaluate the requested painting. The Seller shall not proceed with painting the Water Tower until receipt of written approval from the Buyer, said approval shall not be unreasonably withheld. If the Seller paints Seller’s logo on the Water Tower, the Seller shall keep the paint, logo, and any other decoration in a reasonable condition in a manner that does not impair the proper functioning of the Water Tower at the Seller’s expense. The Seller shall comply with all laws, regulations, and ordinances of the Buyer with respect to any activity on the Water Tower Parcel. The Seller shall coordinate all access to the Water Tower Parcel with the Buyer. The Seller shall indemnify, defend, and hold harmless the Buyer from all loss, costs, and expenses arising from or related to Seller’s painting, decoration, or attempted painting of the Water Tower. The provisions of this paragraph 8 shall survive the Closing (defined below).

9. Closing. If the Option is exercised by Buyer, the closing and consummation of the transaction described in this Agreement (“**Closing**”) shall take place at a date, time, and place mutually agreed upon by the Parties after all of the closing documents have been prepared and reviewed by the parties no later than 60 days after effective date of Buyer’s exercise of the Option. Within these limitations, the closing shall take place at such time and place and on such date as

shall be specified by Buyer on at least one week's notice to Seller, or in the absence of such notice, at 10 a.m. on the last day permitted for closing, at the offices of the Title Company (defined below). At the Closing, the parties will make all deliveries specified in Section 9 – “Closing Deliveries and Costs”.

10. Closing Deliveries and Costs.

(a) Closing Deliveries. At the Closing, the following documents and items shall be executed (as applicable) and delivered by and between the parties:

(i) Seller shall execute and deliver to Buyer a general warranty deed in a form reasonably acceptable to Seller, Buyer, and the title company conducting the Closing (the “**Title Company**”), subject only to the Permitted Exceptions (defined in Section 11 below) (the “**Deed**”).

(ii) Seller and Buyer shall execute and deliver to each other a mutually agreeable closing statement to be prepared by the Title Company.

(iii) Buyer shall deliver the Purchase Price to Seller in immediately available funds, adjusted pursuant to the terms of this Agreement as reflected on the closing statement.

(iv) Seller shall deliver to the Title Company an owner’s affidavit to permit the removal of standard exceptions from any policy of Title Insurance ordered by the Buyer.

(vi) Seller and Buyer shall execute and deliver such further documentation as is reasonably necessary to evidence and effect the transaction in accordance with this Agreement, including but not limited to providing the Title Company (with copies provided to each other) with organizational documents, operating agreements, resolutions, foreign person affidavits, and other such forms and documents as the Title Company may reasonably request to close the transaction or to issue any policy of Title Insurance ordered by the Buyer.

(b) Closing Costs. At the Closing, the following expenses shall be paid and the Purchase Price will be adjusted on the closing statement in accordance with the following provisions:

(i) Seller shall pay for all transfer and conveyance taxes and fees on the transaction, the Deed, or otherwise, including real estate transfer taxes, conveyance fees, recording fees (except those for Buyer’s lender treated below), document taxes, stamps and fees, and otherwise.

(ii) Buyer shall pay the cost of any title insurance policy purchased by Buyer to be issued by the Title Company.

(iii) The parties shall share equally in any closing fee charged by the Title Company.

11. Survey. If the Option is exercised by Buyer, Buyer shall supply a survey of the Water Tower Parcel with a metes and bounds legal description of the Water Tower Parcel to be

utilized in the Deed and any other documents of conveyance to supplement and amend the depiction contained on the attached Exhibit B.

12. Land Division. If the Option is exercised by Buyer, the Buyer and Seller shall cooperate as necessary to obtain any land divisions or other municipal approval necessary to divide the Water Tower Parcel from the Property.

13. Environmental Matters.

(a) Definitions. “**Environmental Laws**” means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies, and requirements by any federal, state or local governmental authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Solid Waste Disposal Act; the Federal Water Pollution Control Act of 1972; the Emergency Planning and Community Right-To-Know Act of 1986; the Clean Air Act of 1966; the Occupational Safety and Health Act of 1970; the Safe Drinking Water Act of 1974; all amendments to any of the foregoing; any similar laws enacted by the State of Michigan; and the rules or regulations pursuant to any of the foregoing. “**Hazardous Material/s**” means any materials, substances, chemicals, or wastes, including, without limitation, petroleum (including crude oil or any fraction thereof), polychlorinated biphenyls, and asbestos-containing materials, which are regulated under or pursuant to Environmental Laws. “**Release/s**” means any discharge, spill, disposing, dumping, escaping, leaching or migrating of a Hazardous Material.

(b) Representations and Warranties. Seller represents and warrants to Buyer that, to the best of its knowledge:

(i) Seller has operated the Water Tower Parcel at all times in material compliance with Environmental Laws.

(ii) There are no underground or above ground storage tanks containing Hazardous Materials that have been used in connection with, or located on, the Water Tower Parcel at any time.

(iii) The Water Tower Parcel is not contaminated by any Hazardous Materials.

(iv) No Hazardous Materials are being used or stored on the Water Tower Parcel by Seller except in material compliance with applicable laws.

(v) There are no Releases of Hazardous Materials or violations of Environmental Laws with respect to the Water Tower Parcel occurring prior to or during Seller’s ownership.

(vi) The foregoing representations and warranties will be true through and will survive the Closing and will not be merged with the Deed.

14. Possession. Seller shall tender possession of the Water Tower Parcel to Buyer at Closing, free and clear of all options, rights of first refusal, offers to purchase, tenancies, encumbrances, and easements.

15. Taxes, Assessments, and Utilities. All property taxes and assessments which have been billed for the Water Tower Parcel in the years prior to the Closing shall be paid by Seller at or prior to Closing. Property taxes and assessments which are billed in the year of closing shall be prorated so that Seller shall be charged with taxes and assessments from the first of the year to the closing date and Buyer shall be charged with any taxes and assessments due for the balance of the year. All other taxes, rents, utility charges, and similar items of income and expense shall be adjusted pro rata as of the date of Closing.

16. Exclusivity of Option. During the Option Period, Seller shall not sell the Water Tower Parcel or engage in any marketing efforts to sell the Water Tower Parcel, nor engage the efforts of a third-party, including but not limited to a real estate agent, for the purpose of marketing or selling the Water Tower Parcel. Seller shall not enter into any other option agreement or other contractual arrangement for the future sale of the Water Tower Parcel with any other party.

17. Seller's Acceptance. Seller shall have a period of 15 days from the date that Buyer has executed this Agreement to agree to the terms and conditions contained in this Agreement and execute the Agreement. If Seller fails to execute this Agreement within the 15-day window, this Agreement shall be void and no party shall have any further right or obligation hereunder.

18. Future Encumbrances. Seller shall not grant or convey or encumber the Water Tower Parcel with any easements, mortgages, licenses, leases, liens, or other similar interests during the Option Period.

19. Warranties and Representations; Covenants. Seller represents and warrants to Buyer as follows, and the following representations and warranties will survive closing and not be merged with the Deed:

(a) Title. Seller represents and warrants that upon Closing, Buyer shall own, outright and absolutely, the Water Tower Parcel, free and clear of any and all claims, liens or encumbrances, options, rights of first refusal and offers of purchase, tenancies, or other claims.

(b) Survey Matters. Seller is not aware of any encroachment on, to, or from the Water Tower Parcel from any adjacent parcel, nor of any property line or like issues or disputes.

(c) Authority. Seller has full capacity, right, power, and authority to execute, deliver and perform this Agreement and all transactions and documents required or contemplated by this Agreement. All required action and approvals have been duly taken and obtained. The individuals signing this Agreement and all related documents are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller.

(d) Binding; No Default; No Third Party Consents. This Agreement and all related documents executed by Seller are and shall be binding upon and enforceable against Seller in accordance with their terms, and the transaction contemplated herein shall not result in a breach

of or constitute a default or permit acceleration of maturity under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller or the Water Tower Parcel is subject to or bound. No third-party consents are required. Seller has the right and power to transfer and convey the Water Tower Parcel without violating any contract, lease, mortgage, law, code, or regulation, including, but not limited to, any fraudulent conveyances law.

(e) No Material Defaults. Seller is not in default in any material respect in the payment of its obligations, for taxes or otherwise, or under any agreement to which it is a party which shall or could adversely affect the Water Tower Parcel.

(f) Litigation and Other Proceedings. There are no claims, actions, suits, or proceedings pending or, to Seller's knowledge, threatened against or affecting Seller before any court or administrative agency which do, will, or could involve or affect the Water Tower Parcel.

(g) Conformity with Local Law. Seller is not in violation of any law, regulation, order, or ruling which could affect the Water Tower Parcel.

(h) Condemnation and Property Related Matters. There is no existing, pending or, to the best of Seller's knowledge, contemplated, threatened, or anticipated (a) condemnation of any part of the Water Tower Parcel, (b) widening, change of grade or limitation on use of streets, roads or highways abutting the Water Tower Parcel, (c) special tax or assessment to be levied against the Water Tower Parcel, (d) change in the zoning classification of the Water Tower Parcel, or (e) change in the tax assessment of the Water Tower Parcel.

(i) Material Changes. There are no facts or circumstances known to Seller which have not been disclosed to Buyer which have or could have a material adverse effect upon the Water Tower Parcel. Seller shall notify Buyer immediately of such facts or circumstances if it becomes aware of the same.

(j) No Tenants or Like Claims. There are no tenants, leases, or other outstanding interests or like claims to any part of the Water Tower Parcel.

(k) No Violation. Seller has not received notice that the Water Tower Parcel has been cited for violating any laws, ordinances, and regulations, or that it fails to comply with any applicable building codes and zoning ordinances.

20. Contingencies. The obligation of Buyer to close the Purchase shall be contingent upon:

(a) All representations and warranties of Seller set forth in this Agreement being true as of the closing date;

(b) Seller having timely performed and complied in all respects with all covenants, obligations, and agreements to be performed or complied with by Seller under this Agreement;



(c) The parties having received any necessary approval under Paragraph 12;  
and

(d) No material adverse changes to the legal or physical characteristics of the Property have arisen after the Option Period.

If Buyer is unable to satisfy one or more of the contingencies, and is not willing to waive the contingency(ies), then Buyer may terminate this Agreement by a written notice to Seller and neither Seller nor Buyer shall have any further liability to the other under this Agreement.

21. General Provisions.

(a) Entire Agreement. This Agreement and the exhibits and documents referenced herein contain the complete understanding of the parties with respect to their subject matter and all other agreements and discussions are merged herein.

(b) Time of Essence. It is understood and agreed that time is deemed of the essence of this Agreement.

(c) Amendments. No variation, modification, or alteration of this Agreement shall be binding or effective unless in writing and signed by both parties. There will be no oral modification of this Agreement.

(d) Counterparts and Delivery. This Agreement may be executed in counterparts and delivered by any reasonable means (including email); each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

(e) Governing Law. This Agreement will be governed by and construed in accordance with Michigan law and Berrien County, Michigan shall have exclusive jurisdiction and venue over any and all disputes arising therefrom.

(f) Binding Effect. All of the terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

(g) Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged and agreed that this Agreement shall be interpreted in light of the probable intent of the parties.

(h) Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(i) Notices. Except as otherwise provided for herein, all notices under this Agreement shall be in writing and shall be delivered to Seller and Buyer at their respective addresses set forth above, or at another address designated by like notice to one another. Personal delivery, facsimile transmission, or mailing of a notice by certified mail, postage prepaid, or delivery by recognized overnight service shall be sufficient notice. Notice shall be effective upon receipt, if personally delivered or faxed, upon mailing, if mailed, or upon deposit with the overnight delivery service.

(i) Brokers. Since Seller and Buyer have not engaged the services of a broker or agent that requires the payment of a commission or other fee, the parties shall have no liability to one another for any commission or other fee for the transaction contemplated by this Agreement.

**BUYER:**

Benton Charter Township, a Michigan municipal corporation

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Cathy Yates, Supervisor

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Carolyn Phillips, Clerk

**SELLER**

Lake Michigan College, a Michigan municipal corporation

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**The Property**

<b>Parcel Number</b>	03-0027-0001-11-3
<b>Property</b>	E NAPIER AVE
<b>Address</b>	BENTON HARBOR MI 49022
<b>Brief</b>	THE NW1/4 OF SEC 27 T4S R18W ALSO COM 655.4'W OF CEN SEC 27
<b>Tax Description</b>	TH W 655.4' TH S 1699' TO C/L RD TH S80DEG37'E 604.9' TH S80DEG37'E 163.36' TH S80DEG33'46"E 383.46' TH S81DEG45'53"E 180.3' ALL ON SD C/L RD TH N 493.63' TH W 717.37' TH N 478.03' TH E 60.24'

**EXHIBIT B**  
**The Water Tower Parcel**

**[To Be Supplemented/Amended by the Survey when Available]**



## **Benton Charter Township option to purchase real estate**

Benton Charter Township has presented the college an Option Agreement for two acres of land immediately south of the current water tower off S Euclid. This Option Agreement would allow the township until May 31, 2025 to investigate the property to discover if it is a suitable site for a new water tower and an option to purchase the property at the end of their investigation.

Upon execution of this Option Agreement, the Township will pay the college \$1,000 and if they decide to complete the option, the purchase price of the land will be \$25,000.

The Township has also agreed that the college would have the right to brand the new water tower with our name and logo, at the college's cost, as it is visible from 94 and would serve as good advertising.

### **ACTION:**

The College Administration recommends that the Lake Michigan College Board of Trustees authorize the Options Agreement with Benton Charter Township as presented.

**MOTION** by Ms. Tomasini with support by Ms. Smith to authorize the Options Agreement with Benton Charter Township.

### **ROLL CALL VOTE**

**Chair Grover** asked the board secretary for a roll call vote

**Yeas:** Mr. Weber, Mr. Grover, Ms. Burghdoff, Ms. Smith, Ms. Tomasini

**Nays:** None

**MOTION APPROVED**

## **Unarmed Security Services**

In July 2019 the Board of Trustees authorized a 5-yr contract with Securitas for unarmed security services. During the last five years Securitas has partnered with the College to help create a safer and more secure environment for students, staff and guests, including the years of COVID-19 where the flexibility of the front-line workers was essential to our operations. At this time, it is recommended that Securitas continues to provide services over the next fiscal year.

The additional year of contracted service will allow better understanding of College needs to propose in the next contract proposal request while continuing security protocols already in place to keep College employees, students and guests safe.

Increases from fiscal year 2024 include an average of .35/hr for the same scope of hours in place currently as well as additional funding for onsite training.

### **ACTION**

We recommend that the Board of Trustees extend the Securitas contract services in the amount of approximately \$242,770 for a 12-month term ending June 30, 2025.

**MOTION** by Ms. Smith with support by Ms. Burghdoff to extend the Securitas contract services in the amount of approximately \$242,770 for a 12-month term.

### **ROLL CALL VOTE**

**Chair Grover** asked the board secretary for a roll call vote

**Yeas:** Mr. Grover, Ms. Burghdoff, Ms. Smith, Ms. Tomasini, Mr. Weber

**Nays:** None

### **MOTION APPROVED**



Michigan Gas Utilities Corporation  
P.O. Box 19001  
Green Bay, WI 54307-9001  
www.michigangasutilities.com

1/24/2024

Lake Michigan College  
2755 E Napier Ave  
Benton Harbor, MI 49022

Dear Customer:

You or your agent recently worked with a Michigan Gas Utilities (MGU) representative to define the location of an easement at ***2755 E Napier Ave in the Benton Township, County of Berrien, State of Michigan.***

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow MGU to install facilities on your property in the location described in the easement.

*You will note that the documents **require** you to sign them in the presence of a **Notary Public**.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return one of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **3399887**. Thank you.

Sincerely,

Erin Jolivette – Real Estate Agent  
Michigan Gas Utilities  
(920) 433-1892  
Erin.Jolivette@wecenergygroup.com

Enclosu

GAS EASEMENT/MICHIGAN

**3316300 MGUC**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, between **Lake Michigan College, a Michigan Municipal Corporation**, , 2755 E Napier Ave, Benton Harbor, MI 49022 hereinafter called "Grantor" for One and no/100 dollar (\$1.00) (exempt from transfer tax by reason of MCLA 207.526(a) and 207.505(a) paid by **MICHIGAN GAS UTILITIES CORPORATION**, a Delaware Corporation, 899 South Telegraph Road,

Return to: Michigan Gas Utilities Corporation Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001 Parcel Identification Number (PIN) <b>11-03-0027-0001-11-3</b>
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Monroe, MI 48161, its successors and assigns and hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, remove, and replace necessary and usual appurtenant equipment, all for the purpose of transmitting gas upon, over, across, within, and/or beneath certain easement areas as shown below, or on attached Exhibit "A", on land owned by said Grantor in **Benton Township, County of Berrien, State of Michigan** described as follows:

Part of the Parcel described in the **attached Exhibit "B"**, being part of the Southeast Quarter of the Northwest Quarter (SE 1/4-NW 1/4) of Section 27, Township 4 South, Range 18 West, **Benton Township, County of Berrien, State of Michigan**, **as shown on the attached Exhibit "A"**.

The Grantee shall have the right to go upon the Grantor's property outside of the easement area for the purpose of gaining access to the easement area in the event direct access to the easement area is not possible. Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.

The Grantee shall refill any trenches in which said gas lines are laid, promptly and properly tamp the same and restore the surface of the ground and if the Grantee shall at any future time open said trenches for the purpose of repairing, renewing, or removing said gas lines, it will, as soon as said work is done, restore the surface of the ground, and that all work performed by the Grantee on said land will be performed in a proper workmanlike manner, and that during the progress of the work, the Grantee will properly safeguard said trench.



The Grantee shall have the right to control all brush and trees within the easement area by cutting, trimming and/or other means as determined by the Grantee which in its judgement may interfere with or endanger said gas facilities.

The Grantor further grants to the Grantee, its successors and assigns, the perpetual right, privilege and easement to enter upon said strip of land for the purpose of laying, patrolling, repairing, renewing or removing the said facilities.

The Grantor agrees that it will not construct any improvements, including buildings, concrete structures, or other objects, or change the grade more than four (4) inches over any gas lines without first securing the prior written consent of the Grantee. This agreement is to insure the conformance of the use of the easement with the Michigan Gas Safety Code and the Grantee's construction standards. The said Grantor further agrees that all costs incurred through the relocation of said facilities to avoid such buildings, concrete structures, or other objects or to obtain proper depth of land cover shall be borne by the Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

**Lake Michigan College, a Michigan Municipal Corporation**  
Corporate Name

Sign Name \_\_\_\_\_  
Print name & title \_\_\_\_\_

Sign Name \_\_\_\_\_  
Print name & title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_

**Lake Michigan College, a Michigan Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name \_\_\_\_\_  
Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

This instrument drafted by: Erin Jolivette  
**MICHIGAN GAS UTILITIES CORPORATION**  
2830 S. Ashland Avenue, Green Bay, Wisconsin, 54304

Date	County	Municipality	Site Address	Parcel Identification Number
January 24, 2024	Berrien	Benton Township	2755 E Napier Ave	11-03-0027-0001-11-3
Real Estate Easement No.	MGU District	WR#	WR Type	I/O
3316300	Benton Harbor-90	3399887	GM	20510098GC

# TEMPORARY EXHIBIT "A"

NOT TO SCALE  
FOR REFERENCE ONLY

NORTH

27259

27359

27459

YORE AVE

**\*\*Temporary Exhibit \*\***

**\*\*Final Exhibit will be sent for approval at a later date\*\***

Existing Gas Main covered under  
Easement recorded as Liber 2238  
Page 1344

12 FOOT WIDE EASEMENT  
to cover proposed gas main  
extension.

# **EXHIBIT "B"**

Property Description from Berrien County Register of Deeds Liber 0693 Page 0525 Lake recorded  
as Document Number 1966693525

Parcel Identification Number: 11-03-0027-0001-11-3

**The east half of the northwest quarter of  
Section 27, Township 4 South, Range 18 West,  
Benton Township, Berrien County, Michigan,  
containing 80 acres, more or less**

## **Michigan Gas Easement**

Benton Charter Township has installed a new lift station in their easement on the Benton Harbor Campus that serves the township area. That new lift station has a natural gas generator to serve for backup power that needs to have new gas line service. Lake Michigan College has been approached by Michigan Gas Utilities to extend a 12' easement for their gas line along the east / west drive from the existing line on the property where it turns north to Todd Center. The new line will be directionally bored along the drive and under the intersection at Harrison Boulevard to the new generator. The work will be coordinated with the Marathon Pipeline, which also has an easement in this area.

Once the construction work is completed a final exhibit for the layout will be provided to the College and recorded with the Office of the Register of Deeds with the easement.

### **ACTION**

We recommend that the Board of Trustees agree to the execution of this easement with Michigan Gas per the attached.

**MOTION** by Ms. Burghdoff with support by Mr. Weber to the execution of this easement with Michigan Gas.

### **ROLL CALL VOTE**

**Chair Grover** asked the board secretary for a roll call vote

**Yeas:** Ms. Smith, Ms. Tomasini, Mr. Weber, Mr. Grover, Ms. Burghdoff,

**Nays:** None

**MOTION APPROVED**

## POLICY TO BE DELETED

Lake Michigan College Policy

### ORGANIZATIONAL REPORTING RELATIONSHIPS

Office of Origin:	Board of Trustees
Responsibility	Senior Executive Assistant to the President
Date Adopted:	04-20-98
Date Reviewed:	07-20-20
Last Date Modified & Approved:	03 28-17, 07-20-2020

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The College President is responsible for and has the authority to make organizational reporting changes. The President will make changes after consultation with the areas affected.

#### References:

**MOTION** by Mr. Weber with support by Ms. Smith to delete the policy as the information is covered in the Board Governance policy.

#### ROLL CALL VOTE

**Chair Grover** asked the board secretary for a roll call vote

**Yeas:** Ms. Tomasini, Mr. Weber, Mr. Grover, Ms. Burghdoff, Ms. Smith,

**Nays:** None

**MOTION APPROVED**

## **ALLEGAN STIPEND**

Office of Origin:	Human Resources
Responsibility:	Executive Director, Human Resources
Original Date Adopted:	x-x-xx
Dates Reviewed:	x-x-xx
Last Date Board Approved:	x-x-xx

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The Allegan stipend, provided to full- and part-time Lake Michigan College faculty teaching at the Allegan campus, serves as an incentive for instruction delivered at a distant campus.

The stipend provides payment to the instructor of the equivalent of 1 additional contact hour per 14-week course taught on-site in Allegan, regardless of on-site frequency (e.g., hybrid course) or if the faculty teaches more than one course on-site on the same day. For courses less than 14 weeks, the amount will be prorated. Compensation for the additional contact hour is based on the faculty's current rate of pay.

The stipend is not a mileage, expense, or travel, reimbursement, and is therefore taxable income to the recipient. It will be automatically included in the faculty contract for that course.

The additional "contact hour" for Allegan courses in an equivalent amount stipend, and is not included in the calculation of overload.

### **Reference:**

## CLASS SCHEDULING

Office of Origin:	Academic Affairs
Responsibility:	Provost and Vice President of Academic Affairs
Original Date Adopted:	5-23-17
Dates Reviewed:	4-24-17, 9-15-21, 5-2-23
Last Date Board Approved:	5-23-17

~~Develop a student focused schedule of classes using block scheduling standards, supported by enrollment forecasting data, which supports the success of all students.~~

Provide students with accessible and efficient course options, ensuring that they can pursue their educational goals effectively while supporting faculty and staff in delivering high-quality instruction.

### Guidelines

- Standard start times apply to Monday through Friday classes meeting at Benton Harbor, Niles, or South Haven campuses. Weekend classes and those taught at Allegan Technology Center and other off-site locations are exempt from standard start times and block schedule standards. Instructional minutes cannot be reduced regardless of location or length of term.
- The Academic Dean must approve any deviation from the standard start times. ~~or block schedule~~.
- Classes 90 minutes or less do not require a break.
- Classes over 90 minutes require a 10-minute break.
- Classes 180 minutes or more require a 15-minute break.
- ~~Classes meeting synchronously for one or two contact hours per week can meet only one day per week.~~
- ~~Classes meeting synchronously for three two or more contact hours per week meet one or two days per week.~~
- **Synchronous classes with low contact hours generally meet on one day, and larger contact hour classes generally meet on two separate days, exceptions may be made for modality, course content needs, or other special circumstances.**
- **Synchronous classes** over five contact hours must meet more than one day per week.
- Classes meeting **synchronously** more than two days per week must be approved by the Academic Dean.
- ~~Classes starting after 3 p.m. must end before 6 p.m., with the exception of apprenticeship courses.~~



## Lake Michigan College Policy

- ~~Virtual Learning~~ Remote and FLE (Flexible Learning Environment) classes will follow the Benton Harbor Campus standard start/end times.
- Hybrid courses will align either their start or end time with the standard start/end time for the campus which the synchronous element will be taught.
- Co-op and internship scheduling will be determined collaboratively, considering the preferences and availability of the employer, student, and faculty.

### ~~Block~~ Schedule Exceptions

Courses that meet during non-standard times including those held off-site, clinical internships, Open Entry – Defined Exit or are concluded in 5 or 7 weeks are exempt. ~~from block scheduling~~. Otherwise, all courses will start and end at the standard times designated under the ~~block~~ established scheduling format, unless an exception is granted by the appropriate Academic Dean.

Conditions that may warrant an exception include:

- High contact hour courses for which meeting in one continuous period would be an impediment to student learning (e.g., a single-day, six-contact-hour class meeting once a week may not provide an optimal learning environment).
- ~~Certain Transitional Studies Courses:~~
- Courses that are co-requisites or that are linked, and students benefit from continuous sessions to avoid a 20-minute gap between sessions (e.g., MATH 122 and MATH 022A; MATH 095A 123 and MATH 095023A; ENGL 101 and ENGL 099A).
- Low contact hour courses that meet two days per week to align with co-requisite courses (e.g., MUSI165 MATH 095A).
- Applied music lessons and performance-based evening classes that are attached to a production.

~~All exceptions to the block scheduling format must be approved by the appropriate Academic Dean before their implementation.~~

~~Block Scheduling times for academic terms (14-week, 7-week, etc.) and campuses are maintained in the course scheduling software (CourseDog) and the Class Scheduling Procedure. These times are reviewed by the Academic Leadership Council every three years unless there is a need for additional changes.~~

### ~~10-Week Term Standard Start/End Times~~

~~Benton Harbor Campus: Course Meets Once a Week~~

Start Time	End Times					
	1-contact hour	2-contact hour	3-contact hour	4-contact hour	5-contact hour	6-contact hour

# Lake Michigan College Policy

	class = 84 Min	class = 168 min*	class = 252 min**	class = 336 min**	class = 420 min**	class = 504 min**
<del>8:20 AM</del>	<del>9:44 AM</del>	<del>11:18 AM</del>	<del>12:47 PM</del>	<del>2:11 PM</del>	<del>3:35 PM</del>	<del>4:59 PM</del>
<del>9:15 AM</del>	<del>10:39 AM</del>	<del>12:13 PM</del>	<del>1:42 PM</del>	<del>3:06 PM</del>	<del>4:30 PM</del>	<del>5:54 PM</del>
<del>10:10 AM</del>	<del>11:34 AM</del>	<del>1:08 PM</del>	<del>2:37 PM</del>	<del>4:01 PM</del>	<del>5:25 PM</del>	<del>6:49 PM</del>
<del>11:05 AM</del>	<del>12:29 PM</del>	<del>2:03 PM</del>	<del>3:32 PM</del>	<del>4:56 PM</del>	<del>6:20 PM</del>	<del>7:44 PM</del>
<del>12:00 PM</del>	<del>1:24 PM</del>	<del>2:58 PM</del>	<del>4:27 PM</del>	<del>5:51 PM</del>	<del>7:15 PM</del>	<del>8:39 PM</del>
<del>12:55 PM</del>	<del>2:19 PM</del>	<del>3:53 PM</del>	<del>5:22 PM</del>	<del>6:46 PM</del>	<del>8:10 PM</del>	<del>9:34 PM</del>
<del>1:50 PM</del>	<del>3:14 PM</del>	<del>4:48 PM</del>	<del>6:17 PM</del>	<del>7:41 PM</del>	<del>9:05 PM</del>	<del>10:29 PM</del>
<del>2:45 PM</del>	<del>4:09 PM</del>	<del>5:53 PM</del>	<del>7:12 PM</del>	<del>8:36 PM</del>	<del>10:00 PM</del>	
<del>3:40 PM</del>	<del>5:04 PM</del>	<del>6:38 PM</del>	<del>8:07 PM</del>	<del>9:31 PM</del>		
<del>6:00 PM</del>	<del>7:24 PM</del>	<del>8:58 PM</del>				
<del>6:30 PM</del>	<del>7:54 PM</del>	<del>9:28 PM</del>				
<del>7:00 PM</del>	<del>8:24 PM</del>	<del>9:58 PM</del>				
<del>8:20 PM</del>	<del>9:44 PM</del>					

Classes starting after 3 p.m. must end before 6 p.m. unless approved by the Academic Dean.

\*Includes a 10 min break

\*\*Includes a 15 min break

## Benton Harbor Campus: Course Meets Twice a Week

	End Times							
Start Time	1 contact hour = 42 min	2 contact hour = 84 min	3 contact hour = 126 min	4 contact hour = 168 min*	5 contact hour = 210 min*	6 contact hour = 252 min**	7 contact hour = 294 min**	
<del>8:20 AM</del>	<del>9:02 AM</del>	<del>9:44 AM</del>	<del>10:36 AM</del>	<del>11:18 AM</del>	<del>12:05 PM</del>	<del>12:47 PM</del>	<del>1:29 PM</del>	
<del>9:15 AM</del>	<del>9:57 AM</del>	<del>10:39 AM</del>	<del>11:31 AM</del>	<del>12:13 PM</del>	<del>1:00 PM</del>	<del>1:42 PM</del>	<del>2:24 PM</del>	
<del>10:10 AM</del>	<del>10:52 AM</del>	<del>11:34 AM</del>	<del>12:26 PM</del>	<del>1:08 PM</del>	<del>1:55 PM</del>	<del>2:37 PM</del>	<del>3:19 PM</del>	
<del>11:05 AM</del>	<del>11:47 AM</del>	<del>12:29 PM</del>	<del>1:21 PM</del>	<del>2:03 PM</del>	<del>2:50 PM</del>	<del>3:32 PM</del>	<del>4:14 PM</del>	

## Lake Michigan College Policy

<b>12:00 PM</b>	12:42 PM	1:24 PM	2:16 PM	2:58 PM	3:45 PM	4:27 PM	5:09 PM	
<b>12:55 PM</b>	1:37 PM	2:19 PM	3:11 PM	3:53 PM	4:40 PM	5:22 PM	6:04 PM	
<b>1:50 PM</b>	2:32 PM	3:14 PM	4:06 PM	4:48 PM	5:35 PM	6:17 PM	6:59 PM	
<b>2:45 PM</b>	3:27 PM	4:09 PM	5:01 PM	5:43 PM	6:30 PM	7:12 PM	7:54 PM	
<b>3:40 PM</b>	4:22 PM	5:04 PM	5:56 PM	6:38 PM	7:25 PM	8:07 PM	8:49 PM	
<b>6:00 PM</b>	6:42 PM	7:24 PM	8:16 PM	8:58 PM	9:45 PM			
<b>6:30 PM</b>	7:12 PM	7:54 PM	8:46 PM	9:28 PM				
<b>7:00 PM</b>	7:42 PM	8:24 PM	9:16 PM	9:58 PM				
<b>8:20 PM</b>	9:02 PM	9:44 PM						

Classes starting after 3:00 p.m. must end before 6:00 p.m. unless approved by the Academic Dean

\*Includes a 10-minute break

\*\*Includes a 15-minute break

Niles Campus: Course Meets Once a Week

<b>Start Time</b>	<b>End Times</b>						
	1 contact hour class = 84 Min	2 contact hour class = 168 min*	3 contact hour class = 252 min**	4 contact hour class = 336 min**	5 contact hour class = 420 min**	6 contact hour class = 504 min**	
<b>8:00 AM</b>	9:24 PM	10:58 PM	12:27 PM	1:51 PM	3:15 PM	4:39 PM	
<b>9:50 AM</b>	11:14 PM	12:48 PM	2:17 PM	3:41 PM	5:05 PM	6:29 PM	
<b>11:40 AM</b>	1:04 PM	2:38 PM	4:07 PM	5:31 PM	6:55 PM	8:19 PM	
<b>1:30 PM</b>	2:54 PM	4:28 PM	5:57 PM	7:21 PM	8:45 PM		
<b>3:20 PM</b>	4:44 PM	6:18 PM	7:47 PM	9:11 PM			
<b>4:10 PM</b>	5:34 PM	7:08 PM	8:37 PM				

## Lake Michigan College Policy

<b>6:00 PM</b>	<b>7:24 PM</b>	<b>8:58 PM</b>					
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~~Classes starting after 3:00 p.m. must end before 6:00 p.m. unless approved by the Academic Dean~~

~~\*Includes a 10 minute break~~

~~\*\*Includes a 15 minute break~~

~~Niles Campus: Course Meets Twice a Week~~

	<b>End Times</b>						
<b>Start Time</b>	1 contact hour class = 42 Min	2 contact hour class = 84 min	3 contact hour class = 126 min	4 contact hour class = 168 min*	5 contact hour class = 210 min*	6 contact hour = 252 min**	
<b>8:00 AM</b>	8:42 AM	9:24 AM	10:16 AM	10:58 AM	11:45 AM	12:27 PM	
<b>9:50 AM</b>	10:32 AM	11:14 AM	12:06 PM	12:48 PM	1:35 PM	2:17 PM	
<b>11:40 AM</b>	12:22 PM	1:04 PM	1:56 PM	2:38 PM	3:25 PM	4:07 PM	
<b>1:30 PM</b>	2:12 PM	2:54 PM	3:46 PM	4:28 PM	5:15 PM	5:57 PM	
<b>3:20 PM</b>	4:02 PM	4:44 PM	5:36 PM	6:18 PM	7:05 PM	7:47 PM	
<b>4:10 PM</b>	4:52 PM	5:34 PM	6:26 PM	7:08 PM	7:55 PM	8:37 PM	
<b>6:00 PM</b>	6:42 PM	7:24 PM	8:16 PM	8:58 PM	9:45 PM		

~~Classes starting after 3:00 p.m. must end before 6:00 p.m. unless approved by the Academic Dean~~

~~\*Includes a 10 minute break~~

~~\*\*Includes a 15 minute break~~

~~South Haven Campus: Meets Once a Week~~

	<b>End Times</b>						
<b>Start Time</b>	1 contact hour class = 84 Min	2 contact hour class = 168 min*	3 contact hour class = 252 min**	4 contact hour class = 336 min**	5 contact hour class = 420 min**	6 contact hour class = 504 min*	
<b>8:00 AM</b>	9:24 AM	10:58 PM	12:27 PM	1:51 PM	3:15 PM	4:39 PM	
<b>9:15 AM</b>	10:39 AM	12:13 PM	1:42 PM	3:06 PM	4:30 PM	5:54 PM	

## Lake Michigan College Policy

<b>9:50 AM</b>	11:14 AM	12:48 PM	2:17 PM	3:41 PM	5:05 PM	6:29 PM	
<b>11:40 AM</b>	1:04 PM	2:38 PM	4:07 PM	5:31 PM	6:55 PM	8:19 PM	
<b>1:30 PM</b>	2:54 PM	4:28 PM	5:57 PM	7:21 PM	8:45 PM		
<b>1:50 PM</b>	3:14 PM	4:48 PM	6:17 PM	7:41 PM	9:05 PM		
<b>3:20 PM</b>	4:44 PM	6:18 PM	7:47 PM	9:11 PM			
<b>4:10 PM</b>	5:34 PM	7:08 PM	8:37 PM				
<b>6:00 PM</b>	7:24 PM	8:58 PM					

~~Classes starting after 3:00 p.m. must end before 6:00 p.m. unless approved by the Academic Dean~~

~~\*Includes a 10-minute break~~

~~\*\*Includes a 15-minute break~~

~~South Haven Campus: Meets Twice a Week~~

	<b>End Times</b>					
<b>Start Time</b>	1-contact hour = 42-min	2-contact hour = 84-min	3-contact hour = 126-min	4-contact hour = 168 min*	5-contact hour = 210 min*	6-contact hour = 252 min**
<b>8:00 AM</b>	8:42 AM	9:24 AM	10:16 AM	10:58 AM	11:45 AM	12:27 PM
<b>9:15 AM</b>	9:57 AM	10:39 AM	11:31 AM	12:13 PM	1:00 PM	1:42 PM
<b>9:50 AM</b>	10:32 AM	11:14 AM	12:06 PM	12:48 PM	1:35 PM	2:17 PM
<b>11:40 AM</b>	12:22 PM	1:04 PM	1:56 PM	2:38 PM	3:25 PM	4:07 PM
<b>1:30 PM</b>	2:12 PM	2:54 PM	3:46 PM	4:28 PM	5:15 PM	5:57 PM
<b>1:50 PM</b>	2:32 PM	3:14 PM	4:06 PM	4:48 PM	5:35 PM	6:17 PM
<b>3:20 PM</b>	4:02 PM	4:44 PM	5:36 PM	6:18 PM	7:05 PM	7:47 PM
<b>4:10 PM</b>	4:52 PM	5:34 PM	6:26 PM	7:08 PM	7:55 PM	8:37 PM
<b>6:00 PM</b>	6:42 PM	7:24 PM	8:16 PM	8:58 PM	9:45 PM	

~~Classes starting after 3:00 p.m. must end before 6:00 p.m. unless approved by the Academic Dean~~

~~\*Includes a 10-minute break~~

~~\*\*Includes a 15-minute break~~

# Lake Michigan College Policy

## 14-Week Term Standard Start/End Times

### Benton Harbor Campus: Course Meets Once a Week

	End Times					
Start Time	1-contact hour class=60 Min	2-contact hour class=120 min*	3-contact hour class=180 min**	4-contact hour class=240 min**	5-contact hour class=300 min**	6-contact hour class=360 min**
<del>8:20 AM</del>	<del>9:20 AM</del>	<del>10:30 AM</del>	<del>11:35 AM</del>	<del>12:35 PM</del>	<del>1:35 PM</del>	<del>2:35 PM</del>
<del>9:15 AM</del>	<del>10:15 AM</del>	<del>11:25 AM</del>	<del>12:30 PM</del>	<del>1:30 PM</del>	<del>2:30 PM</del>	<del>3:30 PM</del>
<del>10:10 AM</del>	<del>11:10 AM</del>	<del>12:20 PM</del>	<del>1:25 PM</del>	<del>2:25 PM</del>	<del>3:25 PM</del>	<del>4:25 PM</del>
<del>11:05 AM</del>	<del>12:05 PM</del>	<del>1:15 PM</del>	<del>2:20 PM</del>	<del>3:20 PM</del>	<del>4:20 PM</del>	<del>5:20 PM</del>
<del>12:00 PM</del>	<del>1:00 PM</del>	<del>2:10 PM</del>	<del>3:15 PM</del>	<del>4:15 PM</del>	<del>5:15 PM</del>	<del>6:15 PM</del>
<del>12:55 PM</del>	<del>1:55 PM</del>	<del>3:05 PM</del>	<del>4:10 PM</del>	<del>5:10 PM</del>	<del>6:10 PM</del>	<del>7:10 PM</del>
<del>1:50 PM</del>	<del>2:50 PM</del>	<del>4:00 PM</del>	<del>5:05 PM</del>	<del>6:05 PM</del>	<del>7:05 PM</del>	<del>8:05 PM</del>
<del>2:45 PM</del>	<del>3:45 PM</del>	<del>4:55 PM</del>	<del>6:00 PM</del>	<del>7:00 PM</del>	<del>8:00 PM</del>	<del>9:00 PM</del>
<del>3:40 PM</del>	<del>4:40 PM</del>	<del>5:50 PM</del>	<del>6:55 PM</del>	<del>7:55 PM</del>	<del>8:55 PM</del>	<del>9:55 PM</del>
<del>6:00 PM</del>	<del>7:00 PM</del>	<del>8:10 PM</del>	<del>9:15 PM</del>	<del>10:15 PM</del>	<del>11:15 PM</del>	
<del>6:30 PM</del>	<del>7:30 PM</del>	<del>8:40 PM</del>	<del>9:45 PM</del>	<del>10:45 PM</del>	<del>11:45 PM</del>	
<del>7:00 PM</del>	<del>8:00 PM</del>	<del>9:10 PM</del>	<del>10:15 PM</del>			
<del>8:20 PM</del>	<del>9:20 PM</del>	<del>10:30 PM</del>	<del>11:35 PM</del>			

Classes starting after 3pm must end before 6pm unless approved by the Academic Dean

\*Includes a 10 minute break

\*\*Includes a 15 minute break

### Benton Harbor Campus: Course Meets Twice a Week

	End Times						
Start Time	1 contact hour class=30 min	2 contact hour class=60 min	3 contact hour class=90 min	4 contact hour class=120 min*	5 contact hour class=150 min*	6 contact hour class=180 min**	7 contact hour class=210 min**

## Lake Michigan College Policy

<b>8:20 AM</b>	8:50 AM	9:20 AM	9:50 AM	10:30 AM	11:00 AM	11:35 AM	12:05 PM
<b>9:15 AM</b>	9:45 AM	10:15 AM	10:45 AM	11:25 AM	11:55 AM	12:30 PM	1:00 PM
<b>10:10 AM</b>	10:40 AM	11:10 AM	11:40 AM	12:20 PM	12:50 PM	1:25 PM	1:55 PM
<b>11:05 AM</b>	11:35 AM	12:05 PM	12:35 PM	1:15 PM	1:45 PM	2:20 PM	2:50 PM
<b>12:00 PM</b>	12:30 PM	1:00 PM	1:30 PM	2:10 PM	2:40 PM	3:15 PM	3:45 PM
<b>12:55 PM</b>	1:25 PM	1:55 PM	2:25 PM	3:05 PM	3:35 PM	4:10 PM	4:40 PM
<b>1:50 PM</b>	2:20 PM	2:50 PM	3:20 PM	4:00 PM	4:30 PM	5:05 PM	5:35 PM
<b>2:45 PM</b>	3:15 PM	3:45 PM	4:15 PM	4:55 PM	5:25 PM	6:00 PM	6:30 PM
<b>3:40 PM</b>	4:10 PM	4:40 PM	5:10 PM	5:50 PM	6:20 PM	6:55 PM	7:25 PM
<b>6:00 PM</b>	6:30 PM	7:00 PM	7:30 PM	8:10 PM	8:40 PM	9:15 PM	9:45 PM
<b>6:30 PM</b>	7:00 PM	7:30 PM	8:00 PM	8:40 PM	9:10 PM	9:45 PM	10:15 PM
<b>7:00 PM</b>	7:30 PM	8:00 PM	8:30 PM	9:10 PM	9:40 PM	10:15 PM	
<b>8:20 PM</b>	8:50 PM	9:20 PM	9:50 PM	10:30 PM	11:00 PM		

Classes starting after 3pm must end before 6pm unless approved by the Academic Dean

\*Includes a 10 minute break

\*\*Includes a 15 minute break

Niles Campus: Course Meets Once a Week

	<b>End Times</b>					
<b>Start Time</b>	1-contact hour class = 60 Min	2-contact hour class = 120 min*	3-contact hour class = 180 min**	4-contact hour class = 240 min**	5-contact hour class = 300 min**	6-contact hour class = 360 min**
<b>8:00 AM</b>	9:00 AM	10:10 AM	11:15 AM	12:15 PM	1:15 PM	2:15 PM
<b>9:50 AM</b>	10:50 AM	12:00 PM	1:05 PM	2:05 PM	3:05 PM	4:05 PM

## Lake Michigan College Policy

<b>11:40 AM</b>	12:40 PM	1:50 PM	2:55 PM	3:55 PM	4:55 PM	5:55 PM
<b>1:30 PM</b>	2:30 PM	3:40 PM	4:45 PM	5:45 PM	6:45 PM	7:45 PM
<b>3:20 PM</b>	4:20 PM	5:30 PM	6:35 PM	7:35 PM	8:35 PM	9:35 PM
<b>4:10 PM</b>	5:10 PM	6:20 PM	7:25 PM	8:25 PM	9:25 PM	
<b>6:00 PM</b>	7:00 PM	8:10 PM	9:15 PM	10:15 PM	11:15 PM	

Classes starting after 3pm must end before 6pm unless approved by the Academic Dean

\*Includes a 10 minute break

Includes a 15 minute break

Niles Campus: Course Meets Twice a Week

	<b>End Times</b>					
<b>Start Time</b>	1 contact hour class=30 min	2 contact hour class=60 min	3 contact hour class=90 min	4 contact hour class=120 min*	5 contact hour class=150 min*	6 contact hour class=180 min**
<b>8:00 AM</b>	8:30 AM	9:00 AM	9:30 AM	10:10 AM	10:40 AM	11:15 AM
<b>9:50 AM</b>	10:20 AM	10:50 AM	11:20 AM	12:00 PM	12:30 PM	1:05 PM
<b>11:40 AM</b>	12:10 PM	12:40 PM	1:10 PM	1:50 PM	2:20 PM	2:55 PM
<b>1:30 PM</b>	2:00 PM	2:30 PM	3:00 PM	3:40 PM	4:10 PM	4:45 PM
<b>3:20 PM</b>	3:50 PM	4:20 PM	4:50 PM	5:30 PM	6:00 PM	6:35 PM
<b>4:10 PM</b>	4:40 PM	5:10 PM	5:40 PM	6:20 PM	6:50 PM	7:25 PM
<b>6:00 PM</b>	6:30 PM	7:00 PM	7:30 PM	8:10 PM	8:40 PM	9:15 PM

Classes starting after 3pm must end before 6pm unless approved by the Academic Dean

\*Includes a 10 minute break

\*\*Includes a 15 minute break

South Haven Campus: Course Meets Once a Week

	<b>End Times</b>					
<b>Start Time</b>	1 contact hour class = 60 Min	2 contact hour class = 120 min*	3 contact hour class = 180 min**	4 contact hour class = 240 min**	5 contact hour class = 300 min**	6 contact hour class = 360 min**
<b>8:00 AM</b>	9:00 AM	10:10 AM	11:15 AM	12:15 PM	1:15 PM	2:15 PM
<b>9:15 AM</b>	10:15 AM	11:25 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM



## Lake Michigan College Policy

<del>9:50 AM</del>	10:50 AM	12:00 PM	1:05 PM	2:05 PM	3:05 PM	4:05 PM
<del>11:40 AM</del>	12:40 PM	1:50 PM	2:55 PM	3:55 PM	4:55 PM	5:55 PM
<del>1:30 PM</del>	2:30 PM	3:40 PM	4:45 PM	5:45 PM	6:45 PM	7:45 PM
<del>1:50 PM</del>	2:50 PM	4:00 PM	5:05 PM	6:05 PM	7:05 PM	8:05 PM
<del>3:20 PM</del>	4:20 PM	5:30 PM	6:35 PM	7:35 PM	8:35 PM	9:35 PM
<del>4:10 PM</del>	5:10 PM	6:20 PM	7:25 PM	8:25 PM	9:25 PM	10:25 PM
<del>6:00 PM</del>	7:00 PM	8:10 PM	9:15 PM	10:15 PM	11:15 PM	

Classes starting after 3pm must end before 6pm unless approved by the Academic Dean

\*Includes a 10 minute break

\*\*Includes a 15 minute break

South Haven Campus: Course Meets Twice a Week

	End Times					
Start Time	1 contact hour class=30 min	2 contact hour class=60 min	3 contact hour class=90 min	4 contact hour class=120 min*	5 contact hour class=150 min*	6 contact hour class=180 min**
<del>8:00 AM</del>	8:30 AM	9:00 AM	9:30 AM	10:10 AM	10:40 AM	11:15 AM
<del>9:15 AM</del>	9:45 AM	10:15 AM	10:45 AM	11:25 AM	11:55 AM	12:30 PM
<del>9:50 AM</del>	10:20 AM	10:50 AM	11:20 AM	12:00 PM	12:30 PM	1:05 PM
<del>11:40 AM</del>	12:10 PM	12:40 PM	1:10 PM	1:50 PM	2:20 PM	2:55 PM
<del>1:30 PM</del>	2:00 PM	2:30 PM	3:00 PM	3:40 PM	4:10 PM	4:45 PM
<del>1:50 PM</del>	2:20 PM	2:50 PM	3:20 PM	4:00 PM	4:30 PM	5:05 PM
<del>3:20 PM</del>	3:50 PM	4:20 PM	4:50 PM	5:30 PM	6:00 PM	6:35 PM
<del>4:10 PM</del>	4:40 PM	5:10 PM	5:40 PM	6:20 PM	6:50 PM	7:25 PM
<del>6:00 PM</del>	6:30 PM	7:00 PM	7:30 PM	8:10 PM	8:40 PM	9:15 PM

Classes starting after 3pm must end before 6pm unless approved by the Academic Dean

\*Includes a 10 minute break

\*\*Includes a 15 minute break

References:

Formerly Titled: Block Scheduling Policy

## Lake Michigan College Policy

### DISTANCE EDUCATION (POLICY)

Office of Origin: Academic Affairs  
Responsibility: Provost and Vice President of Academic Affairs  
Original Date Adopted: 11-26-13  
Dates Reviewed: 11-08-16, 9-15-21(C)  
Last Date ~~Modified & Board~~ Approved: 3-28-17

All courses ~~in which 75% or more of the course content is delivered online or via other~~ distance delivery methods must comply with the ~~procedural~~ standards for course design, faculty training, course ~~management~~ delivery, and course review set forth in the ~~Distance Education Handbook~~ College's Distance Education Procedure. Distance education courses must be equivalent in content and student learning ~~objectives~~ outcomes to ~~the same~~ courses offered in face-to-face format face-to-face sections of the same courses, and provide regular and substantive interaction between students and instructors. Faculty teaching distance education courses must possess the same qualifications as those required for ~~traditional~~ face-to-face sections of the same courses and must complete the College's distance education training or equivalent. ~~The Distance Education Manager must approve any~~ All courses delivered under the auspices of this policy will regularly undergo an appropriately rigorous review process, defined in the College's Distance Education Procedure, to assure that all standards for course design, ~~delivery~~, faculty training, ~~course~~ delivery, and course review have been met prior to offering the course via distance education. In addition, all distance education courses must comply with the federal definition of a credit hour, as documented in the Credit Hour Definition and Program Length policies.

References: Distance Education ~~Handbook~~ Procedure and  
Credit Hour Definition and  
Program Length Policy  
[Glossary of HLC Terminology](#)

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## EMERGENCY PREPAREDNESS AND RESPONSE

Office of Origin:	Facilities Management
Responsibility:	Executive Director, Facilities Management
Original Date Adopted:	4-28-09
Dates Reviewed:	6 25-18, 7-13-18
Last Date Board Approved:	7-13-18

Lake Michigan College (~~the College~~) is committed to providing a safe environment ~~that is conducive to the pursuit of academic excellence~~. Pursuant to its obligations under Federal, State and local laws/regulations, the College has established Emergency Preparedness and Response Plans and Procedures that provide protective measures for the health and safety of students, residents, ~~faculty/staff~~, **employees**, and guests during an emergency situation.

The College, through its partnerships with Emergency Management ~~Professionals~~, will continue to ~~upgrade~~ **maintain the currency of** the **policies**, plans, and procedures and will ~~publicize~~ publish in a manner that reaches students, residents, ~~faculty/staff~~, **employees**, and guests.

In the event of an emergency that impacts instruction, each Program/Discipline Chair/Director will develop a plan for impacted areas of study. These plans will include all modalities of instruction, including in a comparable space with necessary equipment. Final plans require approval of the Provost & Vice President of Academics. Students will be made aware of changes to classroom formatting verbally and in writing, with updates as needed. In the event of the emergency requiring a change to a course modality, the College will notify students impacted to assure continuity of educational services.

Plan and procedures effectiveness will be **monitored** ~~achieved~~ through routine ~~testing of~~ practice drills.

**References:** Emergency Preparedness and Response Plan and Procedures  
**Clery Act**  
**Campus Safety Alert Policy**

## MILEAGE REIMBURSEMENT

Office of Origin:	Finance
Responsibility:	Executive Director, Finance
Original Date Adopted:	09-27-05
Dates Reviewed:	01-15-12, 12-11-17, 09-30-20, 11-1-23 (C)
Last Date <u>Board</u> Approved:	09-30-20

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~~To equitably reimburse~~ Lake Michigan College (the College) will reimburse employees for business-related mileage, using the mileage reimbursement amount rate will be the amount in effect as of on the date of travel as published by the Internal Revenue Service.

Mileage reimbursement is generally limited to the most direct and “usually-traveled” route considering the employee’s time. That portion of travel that is not in the best interest of the College (e.g., a detour for personal reasons) will not be approved/reimbursed.

Mileage is calculated as follows:

- Departing from home on a normal workday for another location for work: reimbursed for round-trip mileage in excess of the employee’s daily round-trip commute mileage.
- Departing from home outside of normal working hours for work: reimbursed for the round-trip mileage from home to that location.
- Travel between work sites (e.g., one campus to another) on the same day: reimbursed for miles in excess of the employee’s daily round-trip commute mileage. Daily commute based on initial assignment location.

Mileage reimbursement as defined above is not taxable income. Reimbursement for commuting – defined as travel between an employee’s home and regular place of work – is taxable income and would be included on employee Form W-2.

Edustaff employees and employees of other companies working at the College should contact Human Resources with questions.

### References:

## RESIGNATION ~~POLICY~~

Office of Origin: Human Resources  
Responsibility: Executive Director, Human Resources  
Original Date Adopted: 09-27-2005  
Dates Reviewed: 7-12-18, 7-28-21, [x-x-24](#)  
Last Date Approved by Board: 9-21-21

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To meet the operating needs of Lake Michigan College (the College), a reasonable period of advance notice is necessary to facilitate the replacement process for the voluntary separation of an employee by resignation or retirement.

All resignation or retirement notices must be submitted in writing to Human Resources (HR.) The [Voluntary Resignation Form](#) may be used for this purpose.

~~Administrative, Professional/Technical, and Classified~~ Exempt and ~~non-exempt~~ staff must provide advance notice to the employee's direct supervisor with a copy to HR at least ~~14 calendar days~~ 2 weeks prior to the effective date. ~~Employees in Director level and above positions~~ Cabinet members must submit advance notice at least 4 weeks ~~28 calendar days~~ prior to the effective date.

~~The advance notice period must include at least 14/28 calendar days of time actually worked.~~ Vacation, personal days, and/or sick leave ("paid time off") may be included in the advance notice period as long as at least the final 2 or 4 full, regularly scheduled work weeks (based upon position) ~~14/28 calendar days~~ are actually worked. ~~Time off requests will remain subject to supervisory approval and department needs.~~ Paid time off may not be included in the advance notice period requirement as a means to shorten the ~~required 2 or 4 weeks~~ ~~14/28 calendar days~~, unless express permission to do so is given by the Executive Director, HR due to extraordinary circumstances.

All unused paid time off is forfeited upon any type of separation from employment, and ~~will~~ is not ~~be~~ paid out to the employee.

Failure of an employee to provide the required advance notice will result in the employee being ineligible for rehire, and could impact the employee reference.

Any employee who is absent from work for 3 consecutive days without approval may, at the College's discretion, be deemed to have resigned without notice, unless the employee can show that a request for approval was not possible due to circumstances beyond the employee's control.

Supervisors must submit an employee's request to rescind a resignation to HR, the supervising Cabinet member, and the President for approval.

**References:**

**Attachments:** Voluntary Resignation Form

**POLICIES-2nd READ**

The above new policies were presented to the Board of Trustees as a second read for review and/or approval.

1. Allegan Stipend
2. Class Scheduling
3. Distance Education
4. Emergency Preparedness and Response
5. Mileage Reimbursement
6. Resignation

**ACTION:**

College Administration recommended that the Board of Trustees approve the policies as presented.

**MOTION** by Ms. Tomasini with support by Ms. Smith to approve the policy revisions as present.

**ROLL CALL VOTE**

**Chair Grover** asked the board secretary for a roll call vote

**Yeas:** Ms. Burghdoff, Mr. Weber, Ms. Tomasini, Ms. Smith, Mr. Grover

**Nays:** None

## POLICIES-1st READ FOR REVIEW

### FIELD TRIPS

### {NEW POLICY REPLACING A PROCEDURE}

Office of Origin:	Student Affairs
Responsibility:	Vice President, Student Affairs
Original Date Adopted:	xx-xx-xx
Dates Reviewed:	xx-xx-xx Last Date Board Approved: xx-xx-xx

At Lake Michigan College (the College), “Field Trip” means an organized educational or co-curricular learning experience that requires students to travel off campus.

This policy applies to College-authorized travel for currently enrolled students and/or participants in College-sanctioned programs for services (e.g., Upward Bound.) The College is not responsible for any unauthorized travel. This policy does not apply to travel of student participants in intercollegiate athletics, which is covered by the Athletic Travel policy. {under development by Grau 1-10-24}

It is expected employees, students, and chaperones on a Field Trip use sound judgment, exercise appropriate caution, follow all safety protocols, and adhere to College policies and procedures, state and federal laws, and, for students, the [LMC Student Handbook](#).

“Day Trips” are those that do not include overnight travel or overnight event(s).  
“Overnight Trips” are those that include overnight travel or overnight event(s).

### **FIELD TRIP SPONSOR RESPONSIBILITIES**

Every Field Trip requires a Field Trip Sponsor, which must be a full-time College employee, unless otherwise approved by the President. ~~It is the responsibility of the Field Trip Sponsor to ensure that all College policies and procedures are complied with.~~ The Field Trip Sponsor is responsible for compliance of all College policies and procedures.

The Field Trip Sponsor must complete a Field Trip Authorization Form, which must be approved by the Vice President of Student Affairs or Academic Affairs, as relevant. If the Field Trip includes minors, the Field Trip Authorization Form must also be approved by the President.

The Field Trip Sponsor must provide relevant trip information to students traveling

(date and time of departure, duration of trip, cost of the trip, financial responsibility of student, mode of travel, medical coverage, number of chaperones, purpose of trip, known hazards, contact information of lodging, special clothing or equipment required due to planned group activities, weather, or conditions, etc.). An orientation meeting is recommended for all trips, and a parent/guardian orientation meeting is required for all trips involving minors.

The Field Trip Sponsor must inform students that the College assumes no responsibility for providing students with funds in case of unanticipated delays or other incidents, which may require additional expenditures.

The Field Trip Sponsor must inform students participating in a Field Trip of their responsibilities related to the instructional/classroom time they miss. Students should be instructed to notify their instructors of the classes they will miss as a result of participating in the trip at least 5 instructional weekdays (Monday-Friday) in advance and request appropriate arrangement to make up missed assignments.

The Field Trip Sponsor must inform students in writing of the rules regarding conduct during a Field Trip including, but not limited to, hotel curfew, responsibility for purchases, and responsibility for any damages caused by a student.

For overnight trips, the Field Trip Sponsor must develop a sleeping plan before the trip starts. Students must be assigned to one per bed. Students will be assigned rooms based on gender (i.e., students will be in a room with students of the same sex.) Employees and chaperones cannot room with a student. Chaperones may sleep one to a room if desired.

#### Clery Act Requirements

In accordance with the Clery Act, the College is required to maintain a log of overnight travel in which students participate. The Field Trip Sponsor must submit the [Clery Pre-Travel Form](#) (found on the Clery Act site of the Employee Portal) at least 30 days prior to travel, or, if travel is necessary in a shorter timeframe, as soon as the travel arrangements are made. The Field Trip Sponsor must submit the [Clery Post-Travel Form](#) (found on the Clery Act site of the Employee Portal) as soon as possible after travel is completed, but no more than 10 days post-travel. The Field Trip Sponsor (preferably) or at least one designee (faculty or staff member) attending the travel, must be trained as a Campus Security Authority (CSA) prior to travel. If you are not trained, reach out to an Accreditation, Strategic Projects, & Quality (ASPQ) staff member.



### Trip Contingencies.

Field Trip Sponsors and chaperones should try to anticipate complications and develop contingency plans. Examples of unplanned circumstances include a student's need to return early because of a family emergency, student violates conduct rules, or weather delays that require overnight housing. Field Trip Sponsors must understand contract limitations and restrictions, whether they arise from rental vehicle, lodging admission, or other agreements.

### Documents on Hand

While on a trip, the Field Trip Sponsor must maintain a hard copy with them of all Emergency Contact Forms and Medical Proxy/Release Forms. In addition, during a Field Trip, the original signed forms must be maintained electronically in the office of Student Affairs or Academic Affairs, as relevant.

### First Aid Kit

Field Trip Sponsors must have a First Aid Kit readily available at all times during a Field Trip. The First Aid Kit should be checked out from the Facilities Department for each Field Trip and then returned to ensure that it is properly maintained.

## **CHAPERONE REQUIREMENTS**

All field trips require a chaperone to student ratio of 1:10 for Day Trips and 1:8 for Overnight Trips.

The Field Trip Sponsor is required to identify chaperones as such on all documents related to a Field Trip. Chaperones are required to be over the age of 21 and must pass a background check in accordance with the College's [Background, Reference & Credit Checks](#) policy.

## **FRIENDS & FAMILY MEMBERS**

Friends and family members of the Field Trip Sponsor cannot go on the Field Trip unless they are a student participant or ~~unless~~ acting as a Chaperone.

## **PARTICIPATION**

The College reserves the right to restrict, limit, or disallow student participation if extenuating or unusual circumstances exist that do or may cause unnecessary risk or liability to the participant, employees, or other participants.

## **STUDENT CONDUCT**

Students traveling on a College-sponsored, recognized, or funded trip are subject to the College's Student Code of Conduct and local, state, and federal laws at all times while traveling on an authorized trip.

The Field Trip Sponsor is responsible for ensuring that no one on a Field Trip (employees, students, chaperones, anyone on the trip) engages in willful misconduct including but not limited to:

1. Using alcohol, marijuana, or an illegal substance while on the trip
2. Engaging in inappropriate relationships
3. Placing students in clearly dangerous circumstances
4. Hosting or condoning an occasion where any of the above is violated.

The Field Trip Sponsor and Chaperones must take appropriate expedient action (such as sending the student home, if prudent) if it appears that a student is placing themselves or the larger group in danger.

The Field Trip Sponsor must report any disciplinary issue to the Vice President of Student Affairs or Academic Affairs, as relevant, and the Program Director (if not the Field Trip Sponsor) immediately.

#### Progressive Discipline Process – Adult Students

A progressive discipline process will be used, dependent on the severity of the student's behavior.

1. The first infraction will result in the Field Trip Sponsor having a conversation with the student about their behavior. The Field Trip Sponsor will inform the student that this is the first disciplinary contact.
2. If the behavior persists the Field Trip Sponsor will have another conversation with the student and inform them that they are receiving a warning. The student will be reminded that if there is one more disciplinary issue, they will have to leave the trip. The student must also be reminded that the cost of the return trip will be the responsibility of the student.

Some students, dependent on the severity of their behavior, will be asked to leave without the progressive discipline process. Some behaviors that will result in immediate removal from a Field Trip include, but are not limited to, theft, fighting, use or purchase of alcohol, marijuana, or illegal substances.

For the progressive discipline process for minor students, see the TRAVEL WITH

MINORS – SPECIAL REQUIREMENTS section below.

### **STUDENT BUDDY SYSTEM**

Students must agree to follow a buddy system while on a Field Trip. Students will have a “buddy” or a partner to whom they are assigned. Students must remain with their buddy, especially when they are allowed to explore away from the group. It is each student’s responsibility to report when they are not aware of the whereabouts of their buddy.

### **TRANSPORTATION**

#### Private Vehicle Use

**Barring extraordinary circumstances** (and unless approved in writing by the President), no personal vehicles may be used by any employee for transporting students on a Field Trip. This does not preclude adult students from providing their own transportation to and/or from a Field Trip, providing the student notifies the Field Trip Sponsor in advance of departure and provides all Required Documentation. In such instances, the student assumes all liability as a driver and waives the College liability for their actions as a driver. See the [Vehicle Use](#) policy.

#### College Transportation

**Barring extraordinary circumstances** (and unless specifically approved in writing by the President), Field Trip transportation provided by the College must be conducted by fully insured, properly licensed professional drivers using either licensed commercial/charter vehicles or vehicles owned and maintained by the State that meet all appropriate safety standards, including, but not limited to, use of passenger restraints and occupant protections requirements.

#### Safety Precautions

All modes of transportation require that common and mode-specific safety precautions (e.g., seatbelts) be used.

Travel conditions must be considered prior to departure, and the Field Trip Sponsor must exercise sound judgment in making decisions regarding travel.

Students traveling by commercial transportation must comply with all laws regulating travel and the rules of the specific carrier.

Drivers and passengers must obey all traffic laws and regulations, obey all policies

and procedures, and act responsibly and use sound judgment when traveling. Further, drivers must not exceed the vehicle manufacturer's recommended load capacity (see owner manuals for specific instructions), **must** avoid horseplay, racing or other distracting or aggressive behavior, and refrain from cell phone use and eating while driving.

### **UNAPPROVED EXPENSES**

Any unapproved travel-related expense incurred by the student, College employee, or chaperone is the responsibility of the respective traveler.

The College assumes no responsibility for providing students/groups with funds in case of unanticipated delays or other incidents, which may require additional expenditures. Reimbursement for emergency circumstances may be considered.

### **MEDICAL COVERAGE**

The College assumes no responsibility for medical coverage of student or non-College employee travelers. It is recommended each student and non-College employee have their own medical and accident insurance. Any costs not covered by insurance will be the responsibility of the traveler. Insured travelers must carry their insurance cards or proof of insurance with them on the trip.

### **EMERGENCIES**

In the event of an emergency (e.g., car accidents, injuries, hospitalizations, or death) or serious student behavioral conduct issue, the Field Trip Sponsor (or chaperone, if the Field Trip Sponsor is not immediately available) must immediately seek professional assistance, as required, and then immediately notify by telephone:

1. listed emergency contact(s) for the student(s) involved (and, for minor students, parent/guardian if different from emergency contact)
2. Vice President of Student Affairs or Academic Affairs, as relevant
3. their direct supervisor

A written report of the incident must also be emailed to the relevant Vice President and President within 24 hours of the incident.

### **OVER-THE COUNTER AND PRESCRIPTION MEDICATIONS**

Students are responsible for administering their own medications.

If symptoms progress or worsen the Field Trip Sponsor must 1) call 911, 2) contact the student's emergency contact, 3) contact the relevant Vice President and direct

supervisor. An event like this would also be considered an “Emergency”.

It is the responsibility of student participants or parents/guardians, in the case of minors, to inform the College of any existing certified medical condition that requires medication. Further, all participants with conditions must be able to monitor their condition and keep and administer all required medications without assistance; however, if assistance is required, the College reserves the right to determine what level of assistance is reasonable and does not negatively affect the rights of participation of other students.

### **SEEKING EMERGENCY CARE / ISOLATION**

If emergency care is needed, the Field Trip Sponsor must contact the emergency contact(s) while addressing symptoms. If the symptoms continue to worsen, the Field Trip Sponsor must seek out reasonable medical care. If symptoms are very serious, the Field Trip Sponsor must call 911 immediately. If the Field Trip Sponsor must call 911, they will do the following after calling 911: 1) contact the student’s emergency contact, 2) contact the Vice President, Student Affairs, or the supervising Academic Chair/direct supervisor.

If a participant has contagious symptoms, the Field Trip Sponsor will isolate the students as accommodations (van, bus, hotel) allow.

A First Aid Kit must be readily available during field trips.

### **TRAVEL WITH MINORS – SPECIAL REQUIREMENTS**

In addition to the other requirements in this policy, the following requirements are specific to travel involving minors (e.g., student participants in the Upward Bound program).

The director of the program offering the Field Trip (“Program Director”) must be the Field Trip Sponsor and is directly responsible for compliance with College policies, procedures, and/or rules, even if other employees are involved in participating, assisting, leading, directing, or orchestrating the activities.

Only activities directly related to scheduled events will be allowed with absolutely no participation in unscheduled, unauthorized, or unnecessarily risky activities.

### **Required Documents**

Required Documents for a Field Trip involving minor students include:

1. Emergency Contact Form
2. Field Trip Permission Slip
3. Field Trip Rules of Conduct Form
4. Medical Proxy/Release Form

The Required Documents must be signed as approved by the parent/guardian and provided to the Program Director no less than 5 working days in advance of a Day Trip and no less than 10 working days in advance of an Overnight Trip.

The Program Director must provide the Vice President of Student Affairs or Academic Affairs, as relevant, with electronic copies of all approved Required Documents at least 5 days before the Field Trip. If a student does not have all approved Required Documents, they will not be allowed on the Field Trip.

#### Overnight Trips

Participants in an Overnight Trip must be a rising 9th grade student or older.

A Mandatory Orientation Meeting with parents/guardians must be held no fewer than 15 working days (Monday-Friday) prior to departure of the Overnight Trip. Participants who are not represented at the meeting by parent/guardian will not be allowed to participate in the Overnight Trip. (Upon extraordinary circumstances, the Program Director may meet face-to-face with a parent/guardian to provide the same information that was covered at the Mandatory Orientation Meeting.)

Information required to be provided to the students and parent/guardian at the Mandatory Orientation Meeting includes, at a minimum:

1. Detailed Travel Itinerary/Schedule, including date and time of departure and return and duration of trip, mode(s) of travel
2. Cost of the trip
3. Number of chaperones
4. Purpose of the trip
5. Known hazards
6. Special clothing or equipment required because of planned activities
7. Expected weather conditions, etc.

The Program Director must ensure that all activities are scheduled and completely and accurately listed on the Travel Itinerary, and that the Travel Itinerary is strictly followed.

### Progressive Discipline Process – Minor Students

A progressive discipline process will be used, dependent on the severity of the student's behavior.

1. The first infraction will result in the Field Trip Sponsor having a conversation with the student about their behavior. The Field Trip Sponsor will inform the student that this is the first disciplinary contact.
2. The second infraction will result in the Field Trip Sponsor having a conversation with the student and the student's parent(s)/guardian(s), and informing them that they are receiving a Warning. The student and parent(s)/guardian(s) will be reminded that if there is one more disciplinary issue, the student will be asked to leave the trip and that the cost of the return trip will be the responsibility of the student.

Any discipline of a minor student participant will be followed by an email or letter to the parent/guardian and the Vice president of Student Affairs.

Students, dependent on the severity of their behavior, may be asked to leave without the progressive discipline process. Some behaviors that will result in immediate removal from a Field Trip include, but are not limited to, theft, violence, fighting, use or purchase of alcohol, marijuana, or illegal substances.

### **EXCEPTIONS**

Any exceptions to this policy will only be granted by written authorization of the College President.

### **References:**

[Background, Reference & Credit Checks](#) policy

[Clery Act](#)

[Clery Act Employee Portal](#) site

[Clery Post-Travel Form](#) (Clery Act Employee Portal site)

[Clery Pre-Travel Form](#) (Clery Act Employee Portal site)

[Employee Handbook](#)

Field Trip Rules of Conduct Form (**Mel has**)

[Grants](#) policy

[Trip Liability Waiver–Emergency Contact–Medical Authorization](#)

[Vehicle Use policy](#)

[Student Handbook](#)

Travel & Expense Reimbursement policy (needs link once posted)

## **Appendix A – REQUIRED PARTICIPANT INFORMATION**

### **Student's Emergency Contact Info:**

**Emergency Contact Name and Relationship**

**Emergency Contact Phone#**

By signing here, I am stating that I agree to the term and conditions set out in this agreement.

**Student signature**

**Date**

**Field Trip Sponsor**

**Date**

**If participant is a minor - Parent Guardian Name (Print)**

**If participant is a minor - Parent/Guardian Signature**

**Date**



## INSTITUTIONAL DATA MANAGEMENT

Office of Origin:	Institutional Research
Responsibility:	<u>Executive Director, Institutional Research</u> <u>Chief Information Officer</u>
Original Date Adopted:	10-22-2013
Dates Reviewed:	09-18-2018, <u>x-x-xx</u>
Last Date <u>Board</u> Approved:	03-24-2020, <u>x-x-xx</u>

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Institutional data is defined as all data created, collected, maintained, recorded or managed by Lake Michigan College (the College). The College collects institutional data for multiple purposes, including data used for planning, managing, operating, controlling, or auditing College functions, and compliance reporting. Institutional data also includes research data that contains personally identifiable subject information and proprietary College information and trade secrets.

Institutional data is an organizational asset and therefore owned and managed by the College.

~~The Data Management~~This policy and accompanying procedures articulates the protection of ~~the College's~~ institutional data from accidental or intentional unauthorized access, damage, alteration or disclosure while preserving the ability of authorized users to access and use institutional data for appropriate purposes and setting guidelines for publishing and reporting institutional data.

### Requirements:

1. ~~College administration~~Cabinet is responsible for identifying authorized users and may limit the distribution of institutional data at its discretion.
2. The College will establish appropriate procedures to collect, maintain, and protect institutional data. These procedures are intended to protect the privacy of its students, ~~faculty, staff~~employees, and patrons to the greatest extent possible, as well as to advance the mission of the College using institutional data.
3. ~~College e~~Employees working ~~with or~~ using institutional data in any manner must comply with all federal, Michigan, and other applicable laws. ~~Examples include the federal Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and the college's policy on Acceptable Use of Technology Resources.~~See the Reference section

for examples.

4. ~~College e~~Employees are responsible for ~~ascertaining~~determining, understanding, and complying with all laws, rules, policies, standards, contracts, and licenses applicable to their own and their subordinates' specific uses of institutional data.
5. All published findings or hypothesis shared with outside organizations, not including federal or state agencies, must be approved in advance by the Institutional Review Board.
6. Data will at all times be used in an ethical manner that represents the best interest of the students, employees, and the mission of the College.
7. All institutional data must be managed and maintained in accordance with the ~~College's~~ Records Retention policy.
8. ~~All requests for institutional data received under the Freedom of Information Act must be directed to the legal representative for the college.~~
9. All employees are responsible for understanding the types of institutional data under their stewardship and managing it accordingly. This responsibility includes assessing the level of security required for confidential or sensitive information, controlling access to data appropriately, and informing those under their supervision or their responsibility to protect data to which individual employees are authorized to view, access, maintain, or distribute such. **MOVED FROM BELOW**

### **Data User Roles:**

~~College e~~Employees authorized to use institutional data must understand and fulfill the responsibilities associated with their assigned level of access to institutional data, including a signed copy of all relevant forms (FERPA, Confidentiality Agreement) in the employees' records. These responsibilities are assigned roles as follows:

- a. ~~Data Trustee:~~ a senior College administrator with management and policy responsibilities.
- b. ~~Data Steward:~~ an ~~College employee~~ with direct operational responsibility for the collection, storage, retrieval, and protection of any type of institutional data.
- c. ~~Data Custodian:~~ a College unit or employee responsible for the operation and management of systems and servers which collect, manage, and provide access to institutional data.
- d. ~~Data User:~~ a College unit, employee, or student using institutional data in the authorized conduct of College business.

~~Within one year of the date of approval of this policy, all employees will be designated by the Data User Roles system. A list of all employee data user roles, as defined above, will be assigned by the Office of Information Technologies, and maintained by the Office of Human Resources. All new positions created after the date of approval of this policy must have a Data User Role assigned prior to hire.~~

### **Data Use Classifications:**

~~The College's institutional data is classified as one of the following categories below. Membership to a Data Use Classification category are is assigned by the College's Data Management Team and approved by the President.~~

- ~~a. **Public** Data intended for broad distribution in support of the College's mission and/or freely available to any person or organization with no restrictions. Examples include aggregated data available on the public website and reported to state and federal agencies, e.g. IPEDS, VFA, STARR.~~
- ~~b. **Limited Access** Data available without restriction for College use, but whose integrity must be carefully maintained. Examples include anonymous data collected via surveys, focus groups, interviews, or data used interdepartmentally where data is sanitized of any restricted information.~~
- ~~c. **Restricted** Data that is limited to College operations, protected or regulated by law. Restricted data must be shared using secure protocols such as an internal restricted shared drives or encrypted data files. Examples include but are not limited to: personal identifying information such as social security numbers, credit card numbers, personally identifiable healthcare data and student records, proprietary information, trade secrets, and any confidential information on surveys or interviews.~~

~~All data roles are responsible for classifying institutional data under their stewardship and managing it accordingly. This responsibility includes assessing the level of security required for confidential or sensitive information, controlling access to data appropriately, and informing those under their supervision or their responsibility to protect data to which individual employees are authorized to view, access, maintain, or distribute such.~~ **PARAGRAPH MOVED TO #9 ABOVE**

### **Restricted Data Requirements:**

While all institutional data should be protected, restricted data must be given the utmost protection. To help ensure this, at a minimum, restricted data must be:

- a. Stored and shared on a ~~LMC~~ protected internal drive or intranet site, e.g. Employee Portal (aka SharePoint), MS Teams, etc.
- b. Encrypted if stored or used on portable devices ~~issued by the College~~, if

removed from a College location, or if electronically transmitted. ~~See LMC Data Security Policy~~

- c. Never stored on a personally-owned computer or storage device.
- d. Never stored or used by a non-employee without a non-disclosure agreement to provide appropriate protection to the same standards used by the College.

Breaches, losses, or unauthorized exposures of restricted data must be immediately reported to ~~the~~ IT.

#### **Other Data Requirements:**

~~Data Trustees, Data Stewards, Data Custodians, or s~~Specific College units may have additional policies covering institutional data within their areas of operational or administrative control. Consult your supervisor, ~~or the unit's~~ management, ~~or the appropriate data trustee, data steward, or data custodian~~ if further information is needed.

~~College e~~Employees must report actual or suspected criminal activity associated with any institutional data to the HR and IT for action and coordination, if required, with law enforcement agencies. In a perceived emergency situation, College administration may take immediate steps, including denial of access to the College's network and institutional data as well as seizure and quarantine of College-owned data processing and storage assets, to ensure the integrity of ~~College~~ data and systems and to protect the College from liability.

#### **Enforcement:**

~~College e~~Employees or non-employees acting on behalf of the College who violate this policy may be denied access to institutional data and may be subject to other penalties and disciplinary actions, up to and including termination.

**References:** ~~Acceptable Use for of Technology Resources~~  
~~Conflict of Interest – Employee policy~~  
~~External Agencies – Compliance with Requirements Employee~~  
~~Compliance with Requirements of External Organizations~~ policy  
~~Family Education Rights to Privacy Act (FERPA) Compliance: Student~~  
~~Information policy~~  
~~Freedom of Information Act and Guidelines~~ policy  
~~Health Insurance Portability and Accountability Act (HIPAA) policy~~  
~~Identity Theft Prevention and Red Flag Rules~~ policy

## Lake Michigan College Policy

[Protection of Human Subjects in Research](#) ~~policy~~

[Record Retention](#) ~~policy~~

[Social Security Numbers](#) ~~policy~~

~~Student Records Retention and Disposal~~

## **SUCCESSION PLANNING**

Office of Origin:	Human Resources
Responsibility:	Executive Director, Human Resources
Original Date Adopted:	x-x-24
Dates Reviewed:	x-x-24
Last Date Board Approved:	x-x-24

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Succession planning is a strategy for identifying and developing existing employees to fill potential vacancies in major roles and technical positions at Lake Michigan College (the College). It helps prepare for contingencies and to minimize the disruption to operations when those positions become vacant. It also reinforces the College's commitment to the growth and professional development of employees.

The Succession Plan includes positions that are key to accomplishing the strategic goals, those requiring substantial organization-specific knowledge to perform successfully, those of a highly technical and/or difficult to recruit nature, and those with a known vacancy coming in the near future.

The Succession Plan requires intentional, ongoing, and collaborative efforts from College leadership, HR, Culture & Talent Success (CTS), and individual employees with a desire for professional development and advancement.

The Succession Planning Committee will consist of Cabinet, the Director of CTS, and the Executive Director of Human Resources (HR) and will meet at least twice a year to review and update the Succession Plan. This committee will also maintain an Emergency Interim Leadership List for positions at the Director level and above based on employee qualifications. HR is responsible for the overall coordination of succession planning and the Emergency Interim Leadership List, as well as for maintaining related documents.

Those employees selected to participate in the Succession Plan are not guaranteed placement into a key leadership or technical position or into a vacancy. In addition, employees selected to participate in the Succession Plan or selected for a vacancy may not follow or have followed a traditional progression of jobs in a department or division.

The College hopes to develop as many employees as possible without the pre-selection of a single internal candidate for a key position – when feasible, multiple potential candidates will be identified and developed to meet the competencies for each key position.

Job vacancies for positions that are part of the Succession Plan will be posted internally

Lake Michigan College

and may be posted externally.

**References:** Succession Planning Procedure

## Lake Michigan College Policy

### Tuition Rate and Residency

Office of Origin: Records & Registration **Department**

Responsibility: Vice President, Student Affairs

Date Adopted: ~~07-01-91~~

Date Reviewed: ~~08-27-19~~, ~~9-28-21~~, ~~3-29-22~~, ~~2-512-24~~

Last Date Board Approved: ~~04-28-15~~, ~~12-04-18~~, ~~08-27-19~~, ~~3-29-22~~

A Lake Michigan College (LMC or the College) student's initial residency for tuition purposes is determined based on information provided on the admission application. Residency, as defined below, may be reconsidered upon presentation of documentation, ~~as defined in sections E and F below,~~ that the student's residency has changed. The College has the right to verify a student's residency at any time.

#### ~~A.~~ In-District

1. A student who is a U.S. citizen, documented permanent resident (green card or resident alien card holder), documented asylee, or documented DACA/Dreamer and is:

- A resident within the College district (Berrien County, [including the Niles zip code 49120], the South Haven Public School District or Covert Township in Van Buren County).
- Any individual eligible for educational assistance under either Chapter 30 (Montgomery GI Bill – Active Duty Program), Chapter 31 (Vocational Rehabilitation), Chapter 33 (Post-9/11 GI Bill®), Chapter 35 (Survivors' and Dependents' Educational Assistance Program), of Title 38, United States Code, or Chapter 1606 of Title 10 U.S.C (Montgomery GI Bill – Selected Reserve), and/or the Marine Gunnery Sergeant John David Fry Scholarship (38 U.S.C § 3311(b)(9)) while attending the College (regardless of his/her formal state of residence).

2. A resident of on-campus housing, regardless of citizenship.

- ~~Students living on campus during consecutive Fall and Spring semesters will receive in-district tuition rates for the Summer term immediately following, regardless of whether they are living on campus during the summer term.~~

#### ~~B.~~ Out-of-District

A student who does not qualify as an in-district student as defined above and is not an international student as defined ~~in section C below,~~ is classified as an out-of-

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## Lake Michigan College Policy

district student.

### ~~C.~~ International

A student who is a non-U.S. citizen, except those noted ~~in section A above~~, and is attending the College on an F1, M1, or any other visa type or is undocumented is classified as international, for tuition rate purposes ~~only~~.

### ~~D.~~ Early College Students

~~Tuition rates for Aa student still in high school and participating in taking Early College College~~ courses ~~is defined as a resident as described above. However, during enrollment in an Early College course, tuition for that course is based upon the residency of the location of the high school, instead of the student's residency.~~

### ~~E.~~ Change of Status

A student ~~who is classified as an out-of-district or international student is eligible for review of residency status if may request a change of residency by providing proof of residency documentation, as outlined below. and in Section F of this policy, is Documentation must be submitted prior to the first day of the semester in which the student is registered or intends to register.~~ Any status updates requested after the semester begins will be reviewed for subsequent semesters. ~~It is the student's responsibility to inform the Records & Registration Office prior to the start of the semester of any change in residence or status that would affect their classification.~~

### ~~F.~~ Documentation

The College reserves the right to require documentation ~~acceptable to the College in all cases of residency determination and verification including, but not limited to, the following criteria: student's current residency address and one or more of the following documents confirming that address as the legal home of residence at any time. Acceptable documentation includes:~~

- ~~1-3.~~ Valid state driver's license Valid state ID card
- ~~2-4.~~ Valid motor vehicle registration in student's name (car insurance and car title are not acceptable)
- ~~3-5.~~ Voter registration card
- ~~4-6.~~ Military ID card
- ~~5-7.~~ Tribal card with address
- ~~6-8.~~ Lease, mortgage, or rental Agreement
- ~~7-9.~~ Property tax bill (must be a place of residence or property)
- ~~8-10.~~ Utility bill
- ~~9-11.~~ Homeowner's or renter's insurance policy
- ~~10-12.~~ Notarized statement verifying residency signed by parent(s) if student is still in high school, accompanied by parent's proof of residency or by current high school record (e.g., high school transcript or current report

## Lake Michigan College Policy

card in student's name and address).

### **G** Dependents

A student may use their parent(s) or legal guardian(s) residency for tuition purposes if they were claimed as a dependent on the parent(s)/guardian(s) Federal income tax return for the last calendar year. Documentation of the following is required to do so: parent/guardian's current property tax bill and copy of parents'/legal guardian's Federal income tax return for the last calendar year showing the student claimed as a dependent.

### **H** Senior Citizen

Senior citizens 60 years of age ~~and or~~ older who meet in-district criteria ~~will~~ qualify for ~~tuition free~~ reduced tuition for enrollment in any College credit course subject to the following provisions:

1-13. The student must be at least 60 years of age prior to the first day of the semester in which the student is registered.

14. Registration fees and special fees (if any) for courses selected must be paid by the student. All regular registration procedures must be followed.

### LMC Employees

2. Employees of Lake Michigan College are eligible for ~~reduced~~ tuition waiver benefits

### **L** Discretion to ~~Adjunct~~ Adjust

Discretion in adjusting individual cases within the spirit and intent of ~~these regulations~~ this policy is vested with the Board of Trustees or their designee.

References: GI Bill

LMC Employee Handbook

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## DEPARTMENT REPORTS

### ACADEMIC AFFAIRS DEPARTMENT REPORTS

*Dr. Ken Flowers, Provost and Vice President of Academic Affairs*

Dr. Flowers updated the Board on the following Academic Affairs items:

- A number of LMC employees attended the HLC Conference and 3 employees (**Mel Grau, John Stahl, and Kris Zook**) lead a session on co-curricular assessment. The employees did a fantastic!
- **LaToya Mason** successfully defending her dissertation and now has her PhD.

### ACADEMIC EXCELLENCE

On February 18, the College Choirs performed a concert entitled, "Journeys." The choirs are directed by Music Lecturer, **Rebecca Derbas-Selvidge**. The concert featured works by Andrea Ramsey, Heinrich Isaac, and Eric Whitacre. The choirs were accompanied by a part-time music instructor, **Alexandra Lee**.

On February 23, **Dr. Amy Scrima** and **Dr. Mya Hernandez**, both Psychology faculty, took six Psychology students to the Behavior Analysis Association of Michigan (BAAM) conference hosted at Eastern Michigan University in Ypsilanti. Students attended research presentations on topics involving applied research, mental health services, artificial intelligence, climate action, and organizational behavior management, and attended a graduate student poster session at the end.

On Feb 27, the College announced the names of 797 students recognized for academic achievement during the 2023 Fall semester. There were 67 students named to the President's List, achieving a 4.0 GPA at full-time status. The Dean's List, meanwhile, includes 160 full-time students and 570 part-time students who achieved a 3.5 GPA or higher.

On March 8, the Visual and Performing Arts Department presented a student recital in the Deckmann Studio. The students were accompanied on piano by part-time music instructor, **Alexandra Lee**. The recital was coordinated by Visual and Performing Arts Administrative Assistant, **Mindy McCaffrey**, **Dr. Robert Lunn**, Director of Music and Chair of the Visual and Performing Arts, and **Rebecca Derbas-Selvidge**, Music Lecturer.



**Alexandra Lee**, Collaborative Pianist; Brandyn Gifford, Tenor

On March 27 the South Haven Campus hosted a Part-Time Teacher Fair. A big thank you goes out to all of those who were able to attend.

## **COMMUNITY IMPACT**

On March 19 and 28, the South Haven Campus hosted the South Haven Edward Jones group and Intercare for employee training and information.

On Thursday, March 21, the *Literacy and Numeracy Across the Curriculum Working Group* hosted its third annual roundtable discussion in L-311 from 12:00pm-1:30pm. The roundtable, which focused on examining how artificial intelligence will shape human creativity and experience, was moderated by **Sean Newmiller**, English faculty, and featured **Brandon Pierce**, Art faculty, Japhy Bartlett, former CTO of a San Francisco AI Startup, and Mark Huston, Chair of Philosophy, Schoolcraft College. Over 71 students, faculty, staff, and community members attended the event.



Mark Huston, Brandon Pierce, Japhy Bartlett, Sean Newmiller

Literacy and Numeracy Across the Curriculum Working Group event organizers include:

**Dr. Jessica Beachy**, Biology faculty, **Dr. John Beck**, Chemistry faculty, **Dr. Tiffany Bohm**, Political Science faculty, **Ms. Lia McCoskey**, English faculty, **Dr. Erik Mortenson**, English faculty, **Dr. Amy Scrima**, Psychology faculty, **Mr. John Stahl**, Physics faculty, **Ms. Elizabeth Zak**, Sonography faculty, and **Mr. Kristopher Zook**, Dean, Arts and Sciences



On March 27, **Nicole Lanning**, Medical Assisting Program Director and **Pam Coyer-James**, Diagnostic Medical Sonography Clinical Coordinator both attended the Dowagiac High School Career Fair. They provided Health Science program information to hundreds of high school students who were interested in the healthcare field.

On March 30, the South Haven Campus Hosted Michigan State University's Julian Samora Research Institute which conducted a focus group of Latino and Small Farmers to discuss the impact COVID-19 has had on farmers.

On March 29-30 and April 5-6, the Visual & Performing Arts Department presented "The Lightning Thief: The Percy Jackson Musical," directed by **Dr. Patrick King**. Based on Rick Riordan's book, it follows Percy Jackson's journey as a demigod. Making things happen behind the scenes alongside Dr. King are **Rebecca Derbas-Selvidge**, music director; **Alan Selvidge**, sound designer; **Alix Bauer**, stage manager; **Delaney McKenzie**, lighting director; **John Taylor**, scenic designer; **Paige Mulick**, choreographer; **Kyra Utroske** and **Cindy Jakeway**, scenic painters; **Mindy McCaffrey**, LMC Visual & Performing Arts admin; **Laura Simmons**, production manager; **Jenna Davison**, prop designer; **Libby Mueth**, costume designer; and **Dan Toot**, fight choreographer.

## **EMPLOYEE EXPERIENCE**

On February 15, an article written by **Dr. Mya Hernandez**, Psychology faculty, titled "Behavioral Skills Training and Literacy: Supporting Reading Instructors in Adult Education Centers" was published in the journal of *Behavior and Social Issues*. The article reported on **Dr. Hernandez's** dissertation research and discussed the importance of training adult education tutors to work

with parents as first literacy teachers to their children. DOI: <https://doi.org/10.1007/s42822-024-00161-w>.

On Feb 28, **Dr. Patrick King**, Faculty, Drama/Theatre, was notified by the U.S. Department of State and the Fulbright Program on his selection as a Fulbright U.S. Scholar for 2024-2025 for Spain. Fulbright Scholar Awards are prestigious and competitive fellowships that provide unique opportunities for scholars to teach and conduct research abroad. Dr. King will conduct research in Spain at the Universitat Autònoma de Barcelona, focusing on Catalan-language musical theatre and its relationship to the political and cultural separatist movement in the region.

On March 20 through the 22, **Keri McGarr**, Lead Generalist, **Julia DeGroot**, South Haven Advisor and **Laura Whiteford-Henderson**, Admissions Specialist hosted chili and soup for students faculty and staff.

On March 23, **Dr. Bal Barot**, Chemistry instructor, presented "Chemistry, Fiction, and Crime" to high school, college, and university teachers at the National Science Teachers Conference in Denver, Colorado. His presentation covered how to understand chemistry in crime fiction novels.

## **STUDENT SUCCESS**

On March 7, the South Haven Campus hosted a Financial Aid Night. On March 18 and 27, the South Haven Campus hosted Transfer Tables for Davenport University and Wayne State University.

**Alix Bauer**, a second-year student who has excelled in Theatre Department coursework, and has served as lighting designer and stage manager on departmental productions, was admitted to the technical theatre program at Western Michigan University, a program with a competitive portfolio-based process; of over 150 students who reached the interview stage, only about fifteen students were admitted.

On March 18, Sonography students were able to scan expecting goats from Hidden Acres Farms. This provided an opportunity to explore career options outside of hospital/clinic settings.





*Catherine Steed, Sonography student scanning an expecting goat.  
On the right is staff from the Farm.*



## STUDENT AFFAIRS DEPARTMENT REPORTS

*Dr. Linwood B. Whitten, Vice President of Student Affairs*

Dr. Whitten provided the Board with the following Student Affairs updates:

- Campus Life and the DEI office collaborated on an event for Women's History Month.
- Two female employees traveled overseas and provided a workshop on their experience.
- The college has accepted over 900 applications for Fall 2024.
- SOAR (Student Orientation and Registration) begins on June 4, 2024.

## EMPLOYEE EXPERIENCE

Diversity, Equity, and Inclusion (DEI)



- **Charmae Sanders**, Executive Director, Diversity, Equity, and Inclusion (DEI) and **Elaina Paulson** Admissions Advisor Office traveled to South Africa

- March 28 - DEI Talk on South Africa. This talk was provided for students, faculty, and staff. Our guest speaker was **Charmae Sanders**.

## STUDENT SUCCESS

Athletics

- Women's Basketball finished their season 6-21 losing in the first round of regionals versus Kellogg Community College.
- Men's Basketball finished their season 9-16 losing in the first round of regionals versus Glen Oaks Community College.
- Softball is 7-7 overall after competing in The Spring Games in Florida. They are currently 2-2 in conference.
- Baseball is 6-10 overall after a spring trip to South Carolina. They are currently 2-1 in conference play.
- Volleyball is still competing in their spring season.

## Campus Life

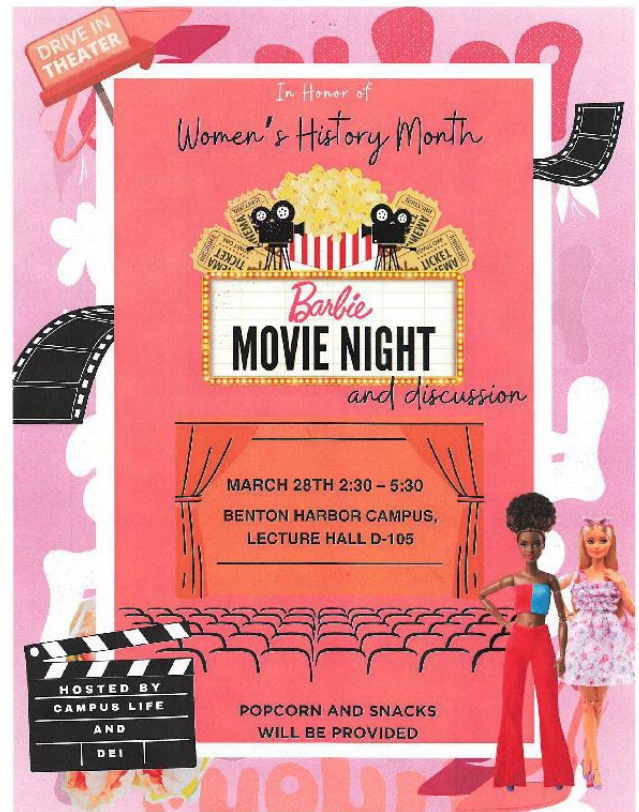
- February 29 - we had a Leap Day celebration in the Hawk's Nest with food, leap-themed games like slinging frogs and Spoons, and a time capsule. Students were excited to take home a frog stress ball. Approximately 25 students attended the event.
- March 4 - Puzzles, Painting, and Pizza. This event was well-attended with 35+ students stopping in during the three-hour period. Students teamed up to complete three jigsaw puzzles throughout the day, many students painted canvases with their own designs, and we ran out of pizza within the first hour. A group of students even turned the painting into a collaborative game, trading canvases every ten minutes to see what they could make together.

- March 7 - Campus Life collaborated with Diversity, Equity, and Inclusion (DEI) to show the Mulan – Live Action movie in the Hawk's Nest to celebrate Women's History Month. This event was well attended with about 15 students. **Jordyn Swinehart**, DEI Assistant, made popcorn provided by Campus Life, and she also had the idea to invite the Movie Club and several members showed up. DEI provided pizza for the event, which also drew students in.
- March 8 - St. Joseph Today reached out to Campus Life (with a referral from Marketing) to participate in the March Mannequins event in downtown St. Joseph. **Rob Elliott**, Campus Life Administrative Assistant, helped coordinate with the baseball team to make a display.



- March 19 - March Madness Bracket Day in the Hawk's Nest. Students were invited to enjoy snacks and enter a bracket for both the Men's and Women's tournaments. Approximately 20 students participated. The top three winners in the bracket will receive College swag.
- March 20 and 27 - scheduled for a student/staff/faculty basketball tournament. We had a total of 38 people sign up to play. Unfortunately, this event was cancelled due to the gym floor damage over spring break. We will hold the event next year, and plan to make up for the cancellation with a Cornhole tournament April 22 in collaboration with CTS.

- March 28 - Campus Life collaborated with Diversity, Equity, and Inclusion (DEI) again to show the Barbie Movie as part of Women's History Month. This event took place in one of the lecture halls. Campus Life provided the popcorn machine, chips, and water, while DEI brought in pink-themed snacks and candy. **Charmae Sanders**, Executive Director Diversity, Equity, and Inclusion Programs led a post- movie discussion. There were six students who stayed for the movie with about five more students who popped in for snacks and to say hi.
- This month, Campus Life also added a new official club: InterVarsity/Fellowship of Christian Athletes, with **Doug Schaffer**, VP Advancement & Community Impact, as the club advisor. **Chelsea Herrera** is the club president. The club meets weekly in the Hawk's Nest.
- Campus Life updated the "Join a Club" web page with the help of marketing. Students can now see the current listing of clubs and the contact information for each club advisor.
- The Stall Street journal is continuing to be updated monthly. QR codes are posted in all bathrooms so that students can scan and get up-to-date event listings. This will continue throughout the spring term and take a brief pause during summer term and then resume in the fall.



## Housing

- Professional/Student Staff have continued to connect students with resources, as well as developing stress relief programs as the end of the year stress has begun for many residents.
- Intentional Conversations - continued - Students have been connecting with their designated RAs on topics such as wellness, academic needs/advisement, and future planning.
- Room Health and Safety Inspections: Room Inspection violation have continued to decrease, but all apartments are beginning to prep for the end of year move out protocols. Cleaning resources are also being made available for students to use as needed.
- Digital Sign-ups are new this year for checkout, and students have already begun

signing up with minimal questions. We opened them early this year to promote organizational readiness during an already stressful time for our residents. RAs are trained and ready to assist in this new process.

- DEI and Student Life Programming: There have been further opportunities advertised thanks to the DEI Assistant **Jordyn Swinehart-Walter**, our Campus Life Experience Specialist **Sarah Thomas**, and the Campus Life Administrative Assistant **Rob Elliott-Schafnitz**.

#### Student Well-Being & Accessibility

- February 27 - Counselor, **Rhi Cross**, concluded this year's Wellness Workshop Series with her final workshop on Stress Solutions. Students in attendance learned how stress impacts their emotional wellness and academic performance. Additionally, they learned effective strategies and skills to reduce the harmful impacts of stress.
- March 1 - Student Well-Being & Accessibility partnered with Teaching, Learning, and Distance Education to provide a faculty facing workshop, Fostering Belonging in the Classroom. Participants learned about high impact changes that they could implement to enhance classroom engagement and connectedness.
- During the reporting period, Counselor **Rhi Cross**, completed three classroom presentations on Student Well-Being & Accessibility services. Attendees learned more about accommodation services, mental health counseling, life coaching, and the Red Hawk Refuel Pantry.
- March 6 - Life Coach, **Rachel Heidema** facilitated a basic needs resource event in Beckwith Hall focused on assisting students with applying for the Supplemental Nutrition Assistance Program through the MI-Bridges program, which is facilitated by the Michigan Department of Health and Human Services. 16 students who applied were approved for food assistance through the state. These critical basic needs programming events help to connect students to sustainable food supports while they are pursuing their academic goals.
- March 19 - Counselor, **Rhi Cross** presented on the college accommodations process for prospective students and their families at Watervliet High School. These critical partnerships with local high schools help to ensure students with disabilities can smoothly navigate the accommodations process upon arrival to Lake Michigan College.
- This reporting period Counselor, **Rhi Cross** conducted five Performance Enhancement Coaching sessions with the women's softball and men's baseball teams. These sessions are designed to enhance athletes' mental resilience, improve their mental well-being, and promote help seeking behaviors within the athlete student population.





- April 3 - Life Coach, **Rachel Heidema** partnered with Campus Life to facilitate a student facing mental health event, DeStress Fest. The 115 student attendees enjoyed professional massages, sound bathing, rock painting, and food in the upper Hawk's Nest. Events like this help to reduce mental health stigma on campus and increase feelings of belonging and connectedness for student attendees.
- This reporting period, Life Coach, **Rachel Heidema** oversaw the fulfillment of 100 orders through the Red Hawk Refuel Pantry. These orders were placed by 56 unique students. The Red Hawk Refuel Pantry continues to provide vital food resources for students at Lake Michigan College.

## **COMMUNITY IMPACT**

### Admissions

- 2023-24 continues to provide challenges but the College recruitment efforts are making progress at growing enrollment of more, and more qualified, students. With 150 days left before fall classes begin, we have a clear focus and a set of goals to reach for building enrollment at the College.
- In traditional high school recruitment, the Admissions Department staff are wrapping up 23-24-year high school visits, on-site registration events, and the College Friday campus bus visits as high school graduations approach.
- Over the past year we have more fully integrated TargetX email and texting tools to reach potential students and families through email, text, and direct phone calls. Using faculty feedback and artificial intelligence systems we created compelling, creative communication campaigns to engage different audiences and let them know about the College programs and scholarship opportunities. The combination of more frequent personal on-site visits, persuasive messages, and are creating greater numbers of new student applications across key markets.
- A key aspect of the traditional enrollment effort this year is the promotion of the *Red Hawk Futures Scholarship* of in-district graduates. We have built this scholarship messaging into multiple efforts including handout pieces, posters, and email campaigns—all low cost, high impact media and methods that reached district high school students and staff in multiple ways. The response, while very positive in many parts of the district, has been muted by a lower level of FAFSA filing here and across the country (made worse by the inept rollout of

the new US DoE financial aid system). The FAFSA is required for all financial aid awarding. A full calendar of Lake Michigan College sponsored FAFSA nights, held in collaboration with the Financial Aid Department, were poorly attended after multiple promotions.

- This spring, Admissions is adding and integrating Early College program recruitment to our activities. **Kari Cheevers**, Admissions Specialist has taken on managing Dual Enrollment, Direct Credit, and Early Middle College program recruitment and enrollment. In her first month in the role, she met with faculty and staff working to streamline and clarify the College processes to help us effectively reach more of these important students. We anticipate continued improvements and better communication processes for students, parents, and our partner schools.
- In adult recruiting we communicate directly with companies and nonprofit groups to update them on Michigan-supported financial aid opportunities as well as the College- specific programming. Admissions also updated follow-on email campaigns that respond to any interest prompted by website inquiries and public events held with local workforce development and Chambers of Commerce in the region. These efforts extend beyond the traditional district into Southwest Michigan and Northern Indiana where possible.



**Total Accepted First Year, First Time Applications (year vs year on 4 April)**

Accepted Applications	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Fall 2024
Year vs year total	1,060	912	681	701	778	886

*Includes all in-district, regional, Michigan, Indiana, international, and other first time, first year students.*

**Fall Accepted Applications In-District High Schools**

	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Fall 2024
Year vs year total (in-district)	484	460	350	349	366	433
Andrews Academy High School	3	1	3	6	2	7
Benton Harbor High School	19	28	9	7	5	52
Berrien Springs Discovery Acad	0	0	0	0	0	1
Berrien Springs High School	65	48	41	30	39	34
Brandywine High School	31	37	16	10	16	12
Bridgman High School	21	16	14	19	16	17
Buchanan High School	19	12	9	15	13	31
Buchanan Virtual Academy	0	0	0	1	2	0
Career Alt Pathways in Ed Ctr	0	0	0	1	1	1
Coloma High School	59	61	42	24	22	27
Countryside Academy (Charter)	9	18	5	2	22	25

Covert High School	10	16	4	6	4	8
Dream Academy	2	3	0	0	0	0
Eau Claire High School	6	12	8	9	6	20
Grace Christian High School	0	0	1	2	0	3
Lakeshore High School	46	53	32	29	43	31
Michigan Lutheran High School	8	6	15	7	6	7
New Buffalo High School	19	12	10	10	10	4
Niles High School	36	25	43	42	29	37
Our Lady of the Lake Catholic	3	4	1	1	0	0
River Valley High School	13	5	6	7	6	6
South Haven - LC Mohr HS	27	27	10	33	45	33
St. Joseph High School	53	46	33	40	41	42
Watervliet High School	35	30	48	48	38	35

***Total Accepted First Year, First Time Regional HS (year vs year on 4 April)***

	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Fall 2024
<i>Year vs year total (SW MI Region)</i>	1,231	177	122	116	147	159
Bangor Career Academy	5	0	0	0	1	0
Bangor High School	20	7	7	11	16	15
Bloomington High School	14	12	9	10	8	15
Decatur High School	11	1	1	3	8	5
Gobles High School	1	3	3	2	6	2
Hartford High School	63	32	28	22	35	36
Lawrence High School	6	6	6	4	6	6
Lawton High School	4	4	2	2	3	3
Mattawan High School	4	2	4	0	1	1
Paw Paw High School	19	16	6	1	6	9

Cassopolis Ross-Beatty	8	3	3	1	10	2
Dowagiac Union High School	8	16	10	9	8	5
Edwardsburg High School	2	8	10	10	7	8
Marcellus High School	1	0	0	2	0	2
Allegan Alternative	3	0	1	0	0	0
Allegan High School	6	18	3	7	5	6
Fennville High School	42	35	21	18	18	33
Hopkins High School	4	6	3	5	1	1
Martin High School	1	1	0	0	1	1
Otsego High School	5	2	4	0	4	5
Plainwell High School	3	1	1	5	2	3
Wayland High School	1	4	0	4	1	1

## Diversity, Equity, and Inclusion

**SPEAKING UP WITH WOMEN**

Join us as we celebrate a special piece of our community. With a discussion to empower the lives of women, one highlighting local leaders, businesses and organizations.

**FOOD, MUSIC & NETWORKING OPPORTUNITIES WILL BE AVAILABLE**

**Whirlpool**  
Event Host  
Fleanor Reese  
Vice President, Global Communication

Maria Livingston, Stacie Foltfield, Cathy Yates, Mabel Mayfield, Dashauna Robinson, Brook Thomas

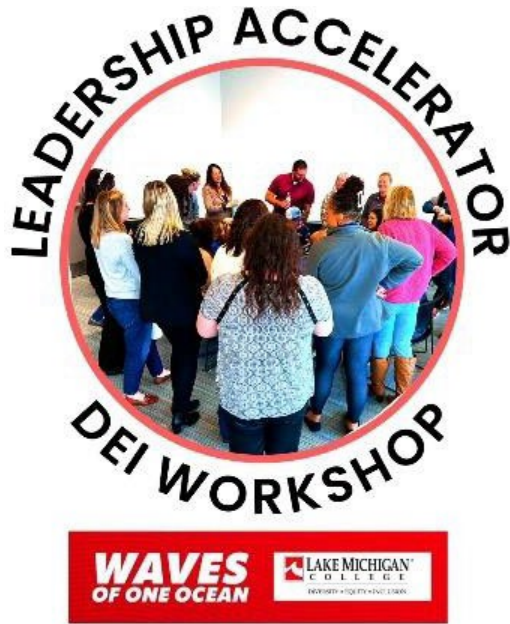
**Lake Huron HERALD**  
Panel Facilitator  
Debbie Michel  
Editorial Editor

**SCAN QR CODE FOR FREE RSVP**

**4-8 p.m. Thursday, March 7, 2024**  
Howard Performing Arts Center  
4180 East Campus Circle Drive  
Berrien Springs, Michigan

Andrews University  
LAKELAND  
LAKE MICHIGAN COLLEGE  
SOUTHWESTERN MICHIGAN COLLEGE

- March 7 - The Office of Diversity, Equity, and Inclusion (DEI) partnered with Andrews University for the Second Annual Speak up with Women's History Month Celebration. Lake Michigan College student **Jocelyn Spears** participated in the program providing a vocal performance and **Ayana LeBlanc** was honored for her student engagement activities at Lake Michigan College and in the community.



- March 28 – **Cam Herth** facilitated a DEI workshop for 28 members of the Lake Michigan College sponsored Leadership Accelerator Program.
- March 28 - The proprietors of the Benton Harbor African American History and Literature Gallery (AAHLG) and founders of the Unified Civic Monument Project Mack and Sharon Brown, accepted an invitation to speak at the Leadership Accelerator Diversity Workshop as part of the “Connecting with Community Resources” portion of the workshop.
- The Office of Diversity, Equity, and Inclusion (DEI) collaborated with the College Marketing Department in sharing social media content highlighting notable women, events, and important dates for posting on various College social media platforms.
- The Office of DEI created a Women’s History Month Program that consisted of Poster, flyers and brochures, and events.
- Lake Michigan College Students were invited to design a Women's History Month Poster. **Ayanna LeBlanc** submitted a poster design that was reproduced and shared during the month-long celebration.
- March 27 - The Office of Diversity, Equity, and Inclusion partnered with the onsite Kidzone, Child Care Center for a “Story Time” book reading.

*As of April 8, 2024*

## **Employment Report:**

### Positions Posted or in the Hiring Process:

- Administrative Assistant, Finance Division (Part-time)
- Administrative Assistant, Select Academic Programs, Extended Education, & Hanson Tech Center (Part-time)
- Coordinator, Testing & Tutoring Services (Part-time)
- Faculty, Biology
- Full Stack Developer
- Generalist, Bertrand Innovation Center (Temporary Part-time)
- Lecturer, Math
- Utility (Part-time)
- Viticulturist

### New Hires:

- Health Sciences Simulation Lab Tech Support Specialist – Knut Lovhoiden (July 29)
- Maintenance Technician – Cody Kelch (April 15)
- Pre-College Coordinator/Advisor, Upward Bound – Jasminka Newbern (April 29)

### Separation:

- Taylor Schlichter – Coordinator, Testing and Tutoring Services

**Lake Michigan College**  
**Income Statement (Operating & Auxiliary Funds**  
**ONLY) February 28, 2024**

**Revenues**

Tuition & Training Revenue, Net

Property Tax Revenue, Net

State Appropriations - Base

State Appropriations - MPSERS

Interest Income

Other Revenue

Beckwith Hall

Mendel Center

Hawk's Nest Café

Winery Management

Auxiliary Operations, Net

Funding from Foundation

**TOTAL REVENUE**

**Expenses**

Labor Costs

Building Costs

Licensing, Training/Travel, & Other

Services

Supplies

**TOTAL EXPENSES**

**REVENUE LESS EXPENSES**

Depreciation

Interest Expense

Transfers

**REVENUE LESS EXPENSES & OTHER**

FY_2024		
Actual Year-to-Date	Budget - Entire Year	YTD % of budget*
\$ 9,000,000	\$ 9,514,000	95%
18,161,000	20,038,000	91%
2,916,000	6,218,000	47%
704,000	704,000	100%
667,000	626,000	107%
314,000	624,000	50%
762,000	639,000	119%
(531,000)	(972,000)	55%
(23,000)	(54,000)	43%
-	-	-
208,000	(387,000)	-54%
-	153,000	0%
\$ 31,970,000	\$ 37,490,000	85%
\$ 17,531,000	\$ 25,732,000	68%
1,917,000	3,066,000	63%
1,776,000	2,672,000	66%
1,739,000	2,194,000	79%
696,000	931,000	75%
\$ 23,659,000	\$ 34,595,000	68%
\$ 8,311,000	\$ 2,895,000	
3,241,000	2,676,000	
287,000	-	
-	-	
\$ 4,783,000	\$ 219,000	

FY_2023		
Actual Year-to-Date	Actual - Entire Year	YTD % of budget*
\$ 8,420,000	\$ 9,230,000	91%
16,157,000	18,469,000	87%
2,723,000	5,991,000	45%
554,000	1,767,000	31%
223,000	512,000	44%
255,000	502,000	51%
673,000	590,000	114%
(531,000)	(679,000)	78%
(42,000)	(60,000)	70%
-	-	-
100,000	(149,000)	-67%
991,000	991,000	100%
\$ 29,423,000	\$ 37,313,000	79%
\$ 17,197,000	\$ 25,327,000	68%
2,034,000	2,992,000	68%
1,541,000	2,294,000	67%
1,273,000	2,249,000	57%
536,000	822,000	65%
\$ 22,581,000	\$ 33,684,000	67%
\$ 6,842,000	\$ 3,629,000	
3,146,000	4,911,000	
299,000	418,000	
-	(413,000)	
\$ 3,397,000	\$ (2,113,000)	

\* - Board approved budget as adjusted for revisions

\*\* Overbudget due to: Services - special election costs for millage renewal (\$200k); Supplies - including Nursing books in student course fees.

**For Informational Purposes:**

Property Taxes for Capital Millage

\$ 4,938,000 \$ 5,178,000 95%

\$ 4,418,000 \$ 4,929,000 90%

**Lake Michigan College**  
**Balance Sheet (General & Restricted Funds)**  
**February 28, 2024**

	2/28/24	2/28/23	Change	
Cash & Investments, Total	\$ 49,260,000	46,054,000	3,206,000	7%
Less: Designated Reserves	\$ (19,707,000)	\$ (17,085,000)	\$ (2,622,000)	15%
Cash Undesignated *	29,553,000	28,969,000	584,000	2%
Accounts Receivable, Net	5,652,000	4,209,000	1,443,000	34%
Prepaid Expenses & Other Assets	587,000	625,000	(38,000)	-6%
Fixed Assets, Net of Depreciation	86,160,000	89,158,000	(2,998,000)	-3%
<b>Total Assets</b>	<b>\$ 141,659,000</b>	<b>\$ 140,046,000</b>	<b>\$ 1,613,000</b>	<b>1%</b>
Payables	\$ 5,529,000	\$ 6,187,000	\$ (658,000)	-11%
Deferred Revenues	1,814,000	263,000	1,551,000	590%
Debt	28,279,000	31,655,000	(3,376,000)	-11%
Pension Liability, Net	19,505,000	20,616,000	(1,111,000)	-5%
<b>Total Liabilities</b>	<b>55,127,000</b>	<b>58,721,000</b>	<b>(3,594,000)</b>	<b>-6%</b>
<b>Net Assets</b>	<b>86,532,000</b>	<b>81,325,000</b>	<b>5,207,000</b>	<b>6%</b>
<b>Total Liabilities + Net Assets</b>	<b>\$ 141,659,000</b>	<b>\$ 140,046,000</b>	<b>\$ 1,613,000</b>	<b>1%</b>

\* Note that this includes unspent capital millage proceeds that will be used on capital projects. Also note that cash is at its best "measurement point" in August each year due to the cyclical nature of higher education.



**Lake Michigan College**  
**Statement of Cash Flows (General & Restricted Funds)**

**2/28/24**

**Operating Activities:**

Cash Received from Property Taxes - Operational	\$ 18,161,000
Cash Received from Tuition	4,966,000
Cash Received from Appropriations	3,621,000
Cash Received from Foundation, Grants & Fundraising	98,000
Cash Received from Grants	3,556,000
Cash Received from Grant Admin Fees	64,000
Cash Received from Other Operations	151,000
Cash Received from Interest	667,000
Cash Received from (Paid for) Auxiliary Operations	212,000
Cash Paid to / on behalf of Employees	(16,562,000)
Cash Paid to Vendors	(6,560,000)
Cash Paid (Received) from Restricted Funds	-

**Cash From Operations**

**\$ 8,374,000**

**Investing Activities:**

Cash Received from Property Taxes - Capital Millage	4,587,000
Cash Paid for Capital Assets	(904,000)

**Cash on Hand (Used) for Capital Assets**

**\$ 3,683,000**

**Financing Activities:**

Paid on Debt - Principal	(393,000)
Paid on Debt - Interest	(357,000)

**Cash Paid on Debt**

**\$ (750,000)**

**Net Increase (Decrease) in Cash**

**\$ 11,307,000**

**Cash at beginning of year**

**\$ 37,953,000**

**Cash at February 28, 2024**

**\$ 49,260,000**

**ADJOURNMENT** MOTION by Ms. Burghdoff with support by Mr. Weber to adjourn the Regular Meeting of the Lake Michigan College Board of Trustees at 5:18 p.m.

Vicki Burghdoff  
 Lake Michigan College Board Secretary