

CALL TO ORDER

Board Chair Joan Smith called the Meeting of the Lake Michigan College Board of Trustees to order at 1:00 p.m. Board Chair Joan Smith opened the meeting with the Pledge of Allegiance.

ROLL CALL

Present: Joan Smith, Vicki Burghdoff, Mark Weber, Brian Dissette, Debra Johnson

SETTING OF THE AGENDA

Board Chair Joan Smith stated the Facilities Contract will be moved to the President's Report as requested by Dr. Kubatzke.

PETITIONS AND COMMUNICATIONS FROM THE FLOOR

None

PRESIDENT'S REPORT

Dr. Kubatzke began his report by requesting the Lake Michigan College Board of Trustees contact Kelli Hahn with any questions regarding the Facilities Contract.

**Proposed Labor Agreement Between Lake Michigan
College and the Facilities Workers Union/MEA/NEA -
2024-2026**

Executive Summary

- **Overall:**
 - Updates language to reflect “bargaining unit members” in lieu of “association members.”
 - Generalizes “College campuses” rather than specifying a number of sites (references to “3 campuses are removed”)
 - Reorganizes content for improved flow and clarity.
- **Article 4, 5, 6, 9 & 11 – Notification times and communications:** Improves language to make timelines clear and improve communications in general.
- **Article 4 – Temporary Full-Time Assignment:** Updates language describes how a full-time bargaining unit member will be provided the opportunity for temporary assignments. Part-time bargaining unit members are no longer able to temporarily assume a full-time position.
- **Article 4 – Association Work:** A Maintenance Technician must be on duty when the College is open to the public and/or when there is a scheduled event. A member of the Maintenance Technician classification may be on-site or on-call for the Benton Harbor campus 24 hours per day up to 7 days per week.
- **Article 5 – Subcontracting:** Clarifies that subcontracting work may occur without prior notice for emergencies or time sensitive work with the provision that the Association President/Steward(s) or Designee will be informed within a reasonable amount of time.
- **Article 6 – Grievance Procedure:** Clarifies “business days” rather than “work days.”
- **Article 7 – Failure to Report:** Changes from 1-hr prior to shift start to not reporting for entire shift.
- **Article 7 – Disciplinary Steps:** Updates wording to be clearer and delineate the steps.
- **Article 7 – Abandonment of Job:** Recognizes of additional approved types of absences.
- **Article 9 – Layoff and Recall:** Updates contact methods to include email and phone if the information is available to Human Resources.
- **Article 11 – Job Posting:** Updates to clarify “calendar” days and the physical locations for new postings.
- **Article 11 – Apprenticeship programs for Utility/Maintenance Technician:** Improves access to this opportunity within a 5-year limit to successfully complete.
- **Article 11 – Promotions:** Adds opportunity for promotion without the requirement of a vacancy for Maintenance Technician I to be promoted to a Maintenance Technician II and for a Maintenance Technician II to be promoted to a Master Maintenance Technician based upon the achievement of specific qualifications.
- **Article 12 – Personal Leave:** Allowing 1-day notice vs 1-week, which allows employees to balance personal life responsibilities with work.
- **Article 12 – Illness:** Removes specific need for “doctor’s certificate” to acknowledge additional types of acceptable documentation.
- **Article 12 – Illness:** Allows excused absence for health appointments scheduled in advance and adds language to grant supervisory discretion based upon the situation.

- **Article 12 – Bereavement:** Allows non-consecutive days off and improves language to recognize “Funeral” or “Memorial” services.
- **Article 12 – Jury Duty:** Provides excused absence for full-time and part-time employees and adds language to allow consideration of Facilities Management’s multiple work shifts.
- **Article 12 – Unpaid Leave of Absence, Personal Leave:** Provides clear process language that mirrors process for non-bargaining unit members.
- **Article 14 – Vacations:** Updates the use of sick time if a bargaining team member becomes ill while on a scheduled vacation. Provides clarification for vacation time scheduling and revision. Eliminates the restriction of employees taking single vacation days throughout the year.
- **Article 14 – Tuition Waivers:** Updates mirror College policy instead of limiting coverage to only dependent children.
- **Article 15 – Hours of Work:** Clarifies part-time work schedules consist of 20-25 hours per week.
- **Article 15 – Temporary Full-Time Assignments:** Eliminates the description of the procedure to change part-time employees’ schedules to full-time work for temporary periods.
- **Article 15 – Time Clock:** Eliminates the specific software name for time clock entry.
- **Article 15 – Leaving Campus:** Offers greater flexibility for unpaid time off during the workday if needed.
- **Article 15 – Flexible Hours & Summer Hours:** Allows participation in “summer hours” scheduling consistent with non-union employees. Also adds a provision for temporary, mutually beneficial “flexible hours” without the posting of a new position.
- **Article 15 – Call Back:** Increases pay for call backs to a minimum of 3 hours rather than 2 hours.
- **Article 16 – Red-Time:** Resets red-time tracking for overtime assignments to zero at the start of this contract.
- **Article 16 – Emergency Close:** Clarifies that a closure resulting in a “Code 1” for additional pay could occur at a time other than closures non-union employees must work remotely; provides flexibility for additional occasions to be identified as a “Code 1.”
- **Article 17 – Absenteeism & Tardiness:** Expands opportunities for excused absences while also increasing the allowed number of absences or tardies related to disciplinary action. Recognizes that the pandemic shifted how we evaluate “being sick” while balancing better the fact that union member’s work is required to be in-person and on-site. There are responsibilities for being accountable to our team and a process to identify abuse of sick time that hurts our department. Also separates absence from tardiness.
- **Article 18 – Holidays:** Maintains eleven (11) paid “holidays” for bargaining unit members. Provides part-time employees with pro-rated holiday time that mirrors non-bargaining unit employees. Clarifies pay for College breaks/closures as well as contract-designated holidays.
- **Article 18 – Spring Break:** Provides an added full week of paid time off for both full-time and part-time employees, as with non-bargaining unit employees, while ensuring flexibility to meet operational needs of the College.
- **Article 20 – Professional Development, Tuition:** Mirrors non-bargaining unit employee policy for tuition reimbursement. Provides paid contact hours for Fall and Spring semesters and adds language to include summer semester. Also provides flexibility to adjust schedules to support those taking additional classes at the discretion of Supervisor.
- **Article 20 – Professional Development, Association Training & Conferences:** Clarifies language to be more readable and provides discretion to the Association President to choose which trainings to attend.

- **Article 21 – Safety:** Grants access to participate on committees beyond a single safety committee as LMC now has several committees to support improved administration and training for safety across the College.
- **Article 22 – Supervisor’s Work:** Clarifies duties.
- **Article 24 – Non-Discrimination Clause:** Updates to LMC current standard.
- **Article 25 – Uniforms:** Clarifies that all union members have access to winter coats and describes the process for replacement of damaged gear. Additionally, increasing reimbursement for MIOSHA compliant safety toe shoes/boots from \$75 to \$125.
- **Article 27 – Training:** Coordinates with annual employee reviews. Clarifies the Civilian Emergency Response Team (CERT) designation/training which has been available in the past and confirms that it would be made available to additional employees if offered by the County in the future.
- **Article 28 – General:** Groups several paragraphs of information previously located elsewhere in the contract. Better defines which meetings are “on” or “off” the clock. Confirms that the College will provide reasonable accommodations in compliance with the Americans with Disabilities Act (ADA).
- **Article 29 – Classifications:** Establishes clearer criteria for each job classification. Adds a growth pathway for Maintenance Technicians by splitting the classification into a Maintenance Technician I and Maintenance Technician II.
- **Article 29 – Temporary Assignments & Stipends:** Adds the past CERT stipend and the new cellphone stipend into employees’ base pay. Creates stipends for temporary work in specific areas of Mailroom Support, Athletic Field Maintenance, and Keying Management. Clarifies stipends for bargaining unit member who are assigned a “lead” role and for those who provide after-hours “on-call” support to the College. Presents the opportunity for other training/certifications to become part of a stipend program.
- **Article 29 – Stipend Administration:** Removes any stipends granted prior to 2011.
- **Article 29 – Wage Scale:** Increases all starting wages by \$3.00, plus a \$0.23 increase for cell phone usage. Changes the previous classification of “Maintenance Technician” into two classifications, “Maintenance Technician I” and “Maintenance Technician II.” New starting wages are as follows:
 - Master Maintenance Technician \$22.05
 - Maintenance Technician II \$21.43
 - Maintenance Technician I \$20.80
 - Mail Clerk/Warehouse \$20.47
 - Maintenance Technician/Utility \$19.92
 - Utility \$19.05
- **Article 29 – Wage Increases:** Increases base wages of all bargaining unit members by \$3.00 each, plus a \$0.23 increase for cell phone usage. Includes future increases on January 1, 2025, and January 1, 2026, of the same percentage/amount as the across-the-board annual pay increase granted to employees not covered by a union agreement.
- **Article 29 – Promotions:** Provides wage increases as follows:
 - An employee promoted from Utility to Maintenance Technician/Utility or Mail Clerk/Warehouse will receive a \$1.00 increase to their base pay or an increase to their new position’s starting hourly wage, whichever is greater.
 - An employee promoted from Utility to Maintenance Tech I will receive an increase to their base pay of \$1.75 per hour or to the new position’s starting hourly wage, whichever is greater.

- An employee promoted from Maintenance Technician I to Maintenance Technician II will receive a pay increase of \$1.50 to their base pay or an increase to the starting wage of their new position, whichever is greater.
- An employee promoted from Maintenance Technician II to Master Maintenance Technician will receive a pay increase of \$2.50 to their base pay or the starting wage of their new position, whichever is greater.
- **Article 32 – Term:** This Agreement will remain in full force and effect from the 1st day of July 2024 until the 31st day of December 2026.
- **Article 33 – Glossary:** A glossary was added to define specific terminology in the contract as discussed during the negotiations process.

The Faculty Union is close to completing negotiations with wages as the outstanding concern. A meeting is scheduled for 2:00 p.m. this afternoon.

The Community College Guarantee offers free in-district tuition to students graduating high school in 2023 & 2024. Financial Aid has been notified of all the details. This program runs like Michigan Reconnect. Student Affairs is diligently working to process financial aid. This is a program with so many benefits for the community and the College.

Al Pscholka, Vice President Enrollment Management, Marketing & Government Relations reported on enrollment.

	Today	September 2023
Enrollment	1908	1375
Billable Hours	13,326	12,485
Credit Hours	20,564	13,800

First-time college students 232 in 2023, today first-time college student enrollment stands at 511. Dr. Kubatzke thanked the Cabinet, Foundation, and Board of Trustees for their efforts in making this all possible.

Dr. Kubatzke extended an invitation to the Board of Trustees to attend Opening Days beginning on 9/3, 8:00 a.m. to 2:00 p.m. for the opportunity to volunteer and interact with students as they arrive on campus.

NEW BUSINESS

Beckwith Hall Suite Remodel

To meet the changing student housing needs a remodel project was approved in the fiscal 2024 major capital budget. The project includes the revision of three suites in Beckwith Hall to increase density from 4 occupants to 6 occupants per suite and was competitively bid in February 2024. The project was established at a threshold less than required for Board of Trustee approval. However, given the furniture proposals recently received for the new furnishings required by the project, the proposed budget increase causes the total project budget to be presented to the Board of Trustees.

The total project budget includes the construction cost, architectural/ engineering fees, new furnishings, and a minimum contingency. Work is planned to be completed in August 2024.

ACTION:

The College Administration recommends the Lake Michigan College Board of Trustees authorize the Beckwith Hall Suite Remodel Total project budget to \$118,000.

MOTION by Ms. Smith with support by Mr. Dissette and Ms. Burghdoff to authorize the Beckwith Hall Suite Remodel project for a total project amount of \$118,000.

ROLL CALL VOTE

Chair Smith asked the board secretary for a roll call vote.

Yeas: Ms. Johnson, Ms. Smith, Ms. Burghdoff, Mr. Weber, Mr. Dissette

Nays: None

MOTION APPROVED

Sports Fields – ACTION ITEM

In April 2024 the Board of Trustees authorized a contract award for engineering and design services for an athletic field reconstruction project to Progressive Companies (Grand Rapids, Michigan). A preliminary project budget was established at that time. The contract documents were developed with input from college stakeholders for competitive general contractor bidding. The project includes relocation of the baseball, softball and soccer fields, associated dugouts, bleachers and press boxes. Site is developed to provide necessary fire safety access and emergency communication systems are relocated and expanded. Alternates for additional access routes to the dugouts and for expansion of the LMC emergency blue light system were included.

Progressive conducted the bidding process on behalf of the College for the “LMC Sports Fields” project. Bids were received on July 18 from six companies and publicly opened via Zoom. Based on the review of the bid proposals, and post-bid interviews, the low bidder, Roggow Construction Company (St. Joseph, MI) is recommended for award for the LMC Sports Fields.

The total project budget includes the engineering and design services, geotechnical survey work, owner telecom equipment and infrastructure, and a 10% contingency. The contract will include the AstroTurf product rather than an alternative and will include bid alternates for the dugouts and emergency call boxes. Additional voluntary alternatives for sports fields attic stock and maintenance equipment are also recommended in the contract.

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 construction of the Sports Fields to Roggow Construction Company (St. Joseph, MI) in the amount of \$5,395,439 and to update the capital project total to \$6,330,000.

MOTION by Ms. Smith with support by Mr. Weber and Mr. Disette to authorize the Sports Fields to Roggow Construction Company (St. Joseph, MI) in the amount of \$5,395,439 and to update the capital project total to \$6,330,000.

ROLL CALL VOTE

Chair Smith asked the board secretary for a roll call vote.

Yeas: Ms. Smith, Ms. Burghdoff, Mr. Weber, Mr. Disette, Ms. Johnson

Nays: None

MOTION APPROVED

Michigan Gas Easement Revision

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 and needs to have a 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 north side of 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.

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:

The College Administration recommend that the Board of Trustees agree to the execution of this easement with Michigan Gas in the revised location as per the attached.

MOTION by Ms. Smith with support by Ms. Burghdoff and Mr. Weber to execute the easement with Michigan Gas in the revised location as per the attached.

VOTE

Chair Smith called for a vote – all in favor, none opposed.

MOTION APPROVED

LMC Charter Bus Bid – FY25

The safety of our College athletes is of the highest priority. In an effort to ensure our College athlete's transportation to and from athletic events, transportation services were explored for FY25. In compliance with the College's Purchasing policy, a Request for Proposal (RFP) for College athletic transportation was issued. The RFP was sent to the following companies, and their responses are below: B&W Charters did not respond. Compass Coach responded that they wouldn't be bidding this year due to the number of colleges they were already working with. Royal Excursion did not respond. Cardinal Buses – Was the only company to respond with the availability to handle 100% of our trips.

ACTION:

We recommend the Board of Trustees authorize the College administration to bind a contract with Cardinal Buses, LLC in an amount not to exceed \$206,075.

MOTION by Ms. Smith with support by Mr. Disette and Ms. Burghdoff to authorize the College administration to bind a contract with Cardinal Buses, LLC in an amount not to exceed \$206,075.

ROLL CALL VOTE

Chair Smith asked the board secretary for a roll call vote.

Yeas: Mr. Weber, Mr. Disette, Ms. Johnson, Ms. Smith, Ms. Burghdoff

Nays: None

MOTION APPROVED

POLICIES FIRST READ AND APPROVAL

TITLE IX SEXUAL-BASED HARASSMENT (Rewrite Due To New Regs)

Office of Origin:	Human Resources
Responsibility:	Executive Director, Human Resources
Original Date Adopted:	12/8/20
Dates Reviewed:	12/8/20, 12/8/21 (C)
Last Date Approved:	12/8/20

Lake Michigan College (the College) does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment. The College has adopted Title IX grievance procedures that implement this Policy and that provide for the prompt and equitable resolution of Complaints made by students, employees, or other individuals who are participating or attempting to participate in the College's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

The grievance procedures in this Policy address complaints of sex-based harassment that involve a student party. Complaints of sex discrimination, including sex-based harassment, where a student is not a party will be addressed under the College's Title IX Non-Discrimination Policy and Grievance Procedures for Complaints of Sex Discrimination by Employees and Others. Complaints of other forms of sex discrimination involving students will typically be addressed under the College's Title IX Non-Discrimination Policy and Grievance Procedures for Complaints of Sex Discrimination (Not Sex-Based Harassment) By Students. However, complaints of sex discrimination where a student is the respondent, credibility is an issue, and a finding of sex discrimination could result in serious discipline will be entitled to use the grievance procedures in this Policy.

SEX-BASED HARASSMENT COVERED BY THIS POLICY

The College prohibits Sex Discrimination in all programs and activities that the College operates. Sex-based harassment is a form of sex discrimination, which means harassment on the basis of sex – including harassment on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity – that falls within one of the following categories:

- (1) *Quid pro quo harassment.*** An employee, agent, or other person with authority to provide an aid, benefit, or service under the College's education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

(2) *Hostile environment harassment.* Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive, and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the College's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the College's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the College's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the College's education program or activity; or

(3) *Specific offenses, including:*

- Sexual Assault
- Dating or Domestic Violence
- Stalking

Sex-based harassment is covered by this Policy when it occurs under the College's education program or activity in the United States. This includes Conduct that occurs in a building owned or controlled by a student organization that is officially recognized by the College and conduct that is subject to the College's disciplinary authority. The College will address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the College's education program or activity.

REPORTING AND RESPONSE PROCEDURE

I. Reporting Concerns about Conduct That May Be Sex-Based Harassment.

The College encourages anyone who believes that they have been subjected to Sex based Harassment (or has knowledge of another person being subjected to Sex based Harassment) in connection with the College's programs or activities to promptly report their concerns to the College. The nature of the College's response will depend upon whether the report is made to a "confidential employee" or another College employee.

- A. Reports to a "Confidential Employee." Reports made to a "confidential employee" will not be shared with the Title IX Coordinator or other school officials. Nor will such reports be shared with other individuals without express permission of the reporting person or the person about whom the report pertains, unless required by law. After receiving a report about conduct that may reasonably constitute sex discrimination, the confidential employee will share information with the reporting person about Title IX and its regulations, including the confidential employee's status, how to contact the Title IX Coordinator, how to make a complaint, and how to obtain additional information about possible supportive measures and options for resolution.
 - 1. At the College, Counselors in the Student Well-Being and Accessibility office are designated as "confidential employees." They may be contacted:
counseling@lakemichigancollege.edu
(269)927-8866
 - 2. Confidential Employees must be acting within the scope of the duties to which the privilege or confidentiality applies to be covered by this part. If a Confidential Employee hears of conduct that may reasonably constitute Sex Discrimination while acting in a different capacity (e.g., coach, faculty member), they must report pursuant to either Paragraph I.B or I.C, as applicable.
- B. Reports to College Employees with Authority to Institute Corrective Measures or Responsibility for Leadership, Teaching or Advising. If a non-Confidential Employee who has authority to institute corrective measures on behalf of the College or who has responsibility for administrative leadership, teaching, or advising, receives information about conduct that may reasonably constitute Sex Discrimination, that person must report that information to the Title IX Coordinator.
- C. Reports to All Other College Employees. All other employees not covered by the paragraphs I.A or I.B may either notify the Title IX Coordinator or provide the contact information of the Title IX Coordinator and information about how to make a

Complaint to any person who informs that employee about conduct that may reasonably constitute Sex-based Harassment.

- D.** Reports to the Title IX Coordinator. When the Title IX Coordinator receives a report about conduct that may reasonably constitute Sex Discrimination, the Title IX Coordinator will be responsible for coordinating the College's response in a fair and equitable manner, consistent with Title IX and its regulations.

II. The College's Response to Reports About Conduct That May Reasonably Constitute Sex Discrimination

- A.** The Title IX Coordinator's Initial Response. When the Title IX Coordinator becomes aware of conduct that may reasonably constitute sex discrimination, the Title IX Coordinator will take the following actions:

1. Provide the "complainant" (i.e., the person who is alleged to have been subjected to sex discrimination) or the person who made the report, if the complainant's identity is unknown, with information about the Title IX process and possible options for resolution, including:
 - a.** The availability of "supportive measures" for complainant, as described below in section II.B;
 - b.** The right to make a "Complaint" that would trigger the College's grievance procedure. A "Complaint" is an oral or written request that could objectively be understood as a request for the College to investigate and make a determination about alleged sex discrimination;
 - c.** The option for informal resolution, if available and as described in the Informal Resolution section below;
2. If a Complaint is made, provide the "respondent" (i.e., the person who is alleged to have violated the College's prohibition on sex discrimination) or the respondent's parent, guardian or legal representative, with information about the Title IX process and possible options for resolution, including:
 - a.** The availability of "supportive measures" for respondent, as described below section II.B
 - b.** The grievance procedures;
 - c.** The option for informal resolution, if available and as described in the Informal Resolution section below.
3. If a report made to the Title IX Coordinator does not trigger the grievance procedures (e.g., no complaint was made, the complaint allegations were withdrawn, no informal resolution process was

elected), the Title IX Coordinator will determine whether to initiate a complaint that will trigger the grievance procedures. In making this determination, the Title IX Coordinator will consider multiple factors, including the complainant's wishes; the complainant's reasonable safety concerns; the risk of additional acts of sex discrimination if the grievance procedures are not initiated; the severity and scope of the allegations of sex discrimination; the age and relationship of the parties; the availability of evidence; and whether the College could end the alleged sex discrimination and prevent its recurrence without initiating the grievance procedures.

- a. If the Title IX Coordinator initiates the complaint and grievance procedures, the Title IX Coordinator will first notify the complainant and address reasonable concerns about the safety of complainant or others, including by providing supportive measures.

B. Supportive Measures, Emergency Removal and Administrative Leave. The Title IX Coordinator will be responsible for coordinating supportive measures and removals.

1. *Supportive Measures.* "Supportive measures" are supports that the College may provide, as appropriate, to restore or preserve the complainant's and respondent's access to the College's education program or activity. Supportive measures may be available to the complainant even if the complainant does not make a Complaint that triggers the grievance process. Supportive measures may be available to the respondent if either the grievance procedures have been triggered or informal resolution process has been offered.
 - a. Supportive measures may include, but are not limited to counseling, extensions of deadlines and other course-related adjustments; campus escort services; increased security or monitoring of certain areas of campus; restrictions on contact; leaves of absence; changes in class, work, housing, or other extracurricular or any other activity, and training and education programs related to sexual harassment. Supportive measures are not disciplinary or punitive, and may not unreasonably burden either party.
 - b. If a party disagrees with a decision to provide, deny, modify or terminate supportive measures applicable to them, the party may submit a written request to the Title IX Coordinator challenging the decision. The Title IX Coordinator will designate an impartial employee (other than the person who made the initial decision) to evaluate

the party's challenge and decide whether to modify or reverse the decision. The impartial employee's decision is final, except that a party may seek additional modification or termination of supportive measures applicable to them if circumstances change materially.

- c. Supportive measures may be available, as appropriate, through any grievance procedure or informal resolution process; following resolution, supportive measures may terminate or remain in place.
- d. Supportive measures offered to the parties are confidential and may not be disclosed, except as necessary to provide the supportive measure or restore or preserve a party's access to the College's education program or activity.

2. *Emergency Removals.* Removal of a student-respondent from the College's education program or activity is only permitted on an emergency basis and may only occur after the College undertakes an individualized safety and risk analysis and determines that an imminent and serious threat to the health and safety of a complainant or others arising from the allegations of sex discrimination justifies removal. If the College determines that an emergency removal is justified, the College must provide notice to the respondent and an opportunity to challenge the decision immediately following the removal. Any such challenge should be submitted to the Title IX Coordinator, who will be responsible for designating an impartial employee (other than the employee who made the initial decision) to evaluate and make a decision on the respondent's challenge.

3. *Administrative Leave.* The College may place an employee-respondent on administrative leave pending completion of the grievance procedures.

III. Complaints of Sex Discrimination Triggering the Grievance Procedures

An oral or written request that could objectively be understood as a request for the College to investigate and make a determination about alleged sex discrimination is considered a "Complaint" that triggers the Title IX grievance procedures.

The following people have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the College investigate and make a determination about alleged discrimination under Title IX:

- A Complainant;

- A parent, guardian, or other authorized legal representative who has the legal right to act on behalf of a Complainant; or
- The College's Title IX Coordinator.

GRIEVANCE PROCEDURES

I. Basic Requirements

The College will treat Complainants and Respondents equitably. The Title IX Coordinator, investigator, or decisionmaker may not have a conflict of interest or bias for or against Complainants or Respondents, generally, or for or against an individual Complainant or Respondent. As long as there is no conflict of interest or bias, a decisionmaker may be the same person as the Title IX Coordinator or investigator.

The College presumes that the Respondent is not responsible for the alleged Sex Discrimination until a determination is made at the conclusion of its grievance procedures.

The College has established the following timeframes for the major stages of the grievance procedures:

- *Evaluation*: Within five business days of receiving a Complaint, the Title IX Coordinator will evaluate the Complaint to determine whether it should be dismissed or investigated.
- *Investigation*: Within thirty business days of receiving a Complaint, the investigation will be completed.
- *Determination*: Within forty business days of receiving a Complaint, a determination will be issued.
- *Appeal*: Within five business days after a determination is issued, parties may submit a written appeal as set forth in Section VIII below. The other party will be allowed five business days to respond. A decision will be made on the appeal within ten business days after the appeal is received.

If it determines that reasonable cause for extension exists, The College may extend These timeframes on a case-by-case basis for good cause by providing notice to the parties that includes the reason for the delay. The College will notify the Parties of the extension via their Lake Michigan College email.

The College will take reasonable steps to protect the privacy of the parties and Witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

The College will objectively evaluate all evidence that is relevant and not otherwise impermissible: including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

The following types of evidence, and questions seeking that evidence, are Impermissible (i.e., will not be accessed or considered, except by the College to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a Confidential Employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the College obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
- For Sex-based Harassment Complaints, evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent's committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to alleged Sex-based Harassment. The fact of prior consensual sexual conduct between the Complainant and the Respondent does not by itself demonstrate or imply the Complainant's consent to alleged Sex-based Harassment or preclude determination that Sex-based Harassment occurred.

To determine whether and how these procedures apply to a party who is both a student and an employee, The College will conduct a fact-specific review to determine the individual's primary relationship with the College. At a minimum, the College will consider whether the party's primary relationship with the College is to receive an education and whether the alleged Sex-based Harassment occurred while the party was performing employment- related work.

II. Written Notice of Allegations

Upon initiation of the College's Title IX grievance procedures, and with sufficient time for the parties to prepare a response before any initial interview, the College will notify the parties in writing of the following:

- The College's Title IX grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute Sex Discrimination or, if applicable, Sex-based Harassment, and the date(s) and location(s) of the alleged incident(s);
- Retaliation is prohibited;
- The Respondent is presumed not responsible for the alleged Sex Discrimination or, if applicable, Sex-based Harassment until a determination is made at the conclusion of the grievance procedures. Prior to such a determination, the parties will have an opportunity to present relevant and not otherwise impermissible evidence to a trained, impartial decisionmaker;
- If credibility is at issue, the parties may have an advisor of their choice who may be, but is not required to be, an attorney;
- The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an investigative report that accurately summarizes this evidence. If the College provides access to an investigative report, the parties are entitled to an equal opportunity to access the relevant and not impermissible evidence upon the request of any party; and
- The College Code of Conduct prohibits knowingly making false statements or knowingly submitting false information during grievance procedures.
 - Acts of Dishonesty: No student shall furnish false and/or misleading information to any official, college employee of office nor engage in forgery, alteration or misuse of any college document, record or instrument of identification.

If, in the course of an investigation, the College decides to investigate additional allegations of Sex Discrimination by the Respondent toward the Complainant that are not included in the notice provided or that are included in a Complaint that is consolidated, the College will notify the parties of the additional allegations.

III. Dismissal of a Complaint

The College may dismiss a Complaint of Sex Discrimination if:

- The College is unable to identify the Respondent after taking reasonable steps to do so;
- The Respondent is not participating in the College's education program or activity and is not employed by the College;
- The College obtains the Complainant's voluntary withdrawal in writing of any or all of the allegations, the Title IX Coordinator declines to initiate a Complaint, and the College determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute Sex Discrimination under Title IX even if proven; or
- The College determines the conduct alleged in the Complaint, even if proven, would not constitute Sex Discrimination under Title IX.

Before dismissing a Complaint, the College will make reasonable efforts to clarify the allegations with the Complainant.

Upon dismissal, the College will promptly notify the Complainant in writing of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then the College will notify the parties simultaneously in writing.

The College will notify the Complainant that a dismissal may be appealed on the bases outlined in the Appeals section of these procedures. If dismissal occurs after the Respondent has been notified of the allegations, then the College will also notify the Respondent that the dismissal may be appealed on the same bases. If a dismissal is appealed, the College will follow the procedures outlined in the Appeals section.

When a Complaint is dismissed, the College will, at a minimum:

- Offer supportive measures to the Complainant as appropriate;
- If the Respondent has been notified of the allegations, offer supportive measures to the Respondent as appropriate; and
- Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that Sex Discrimination does not continue or recur within the College's education program or activity.

IV. Investigation

The College will provide for adequate, reliable, and impartial investigations of Complaints.

The burden is on the College—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether Sex-based Harassment occurred.

The College will provide to a party whose participation is invited or expected, and with sufficient time for the party to prepare to participate, written notice of the date, time, location, participants, and purpose of all meetings or proceedings.

Advisors. If Credibility is at issue, the College will provide each party with the same opportunity to be accompanied to any meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney.

- The College will not limit the choice or presence of the advisor for the Complainant or Respondent in any meeting or proceeding.
- The College may establish restrictions regarding the extent to which the advisor may participate in these grievance procedures, as long as the restrictions apply equally to the parties.

The College will provide the parties with the same opportunities, if any, to have people other than the advisor of the parties' choice present during any meeting or proceeding.

Witnesses and Evidence. The College will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

Relevance. The decisionmaker will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

The College will provide each party and the party's advisor, if any, with an equal opportunity to access the evidence that is relevant to the allegations of Sex-based Harassment, and not otherwise impermissible, in the following manner:

- The College will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or the same written investigative report that accurately summarizes this evidence. If the College provides access to an investigative report, the College will further provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.
- The College will provide a reasonable opportunity to review and respond to the evidence or the investigative report. If the College conducts a live hearing as part of

its grievance procedures, it will provide this opportunity to review the evidence in advance of the live hearing; and

- The College will take reasonable steps to prevent and address the parties' and their advisors', if applicable, unauthorized disclosure of information and evidence obtained solely through these grievance procedures.

V. Questioning the Parties and Witnesses

The College will provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment.

A. Live Hearings

The College will conduct a live hearing.

The College's process for proposing and asking relevant, not otherwise impermissible questions of parties and witnesses, including questions challenging credibility, will:

- Allow the decisionmaker to ask such questions, and
- Allow each party to propose such questions that the party wants asked of any party or witness and have those questions asked by the decisionmaker, subject to the procedures for evaluating and limiting questions discussed below.

The College will conduct the live hearing with the parties physically present in the same geographic location or, at the College's discretion or upon the request of either party, will conduct the live hearing with the parties physically present in separate locations with technology enabling the decisionmaker and parties to simultaneously see and hear the party or witness while that person is speaking.

The College will create an audio or audiovisual recording or transcript of any live hearing and make it available to the parties for inspection and review.

B. Procedures for the Decisionmaker to Evaluate Questions and Limitations on Questions.

The decisionmaker will determine whether a proposed question is relevant and not otherwise impermissible before the question is posed and will explain any decision to exclude a question as not relevant or otherwise impermissible. Questions that are unclear or harassing of the party or witness being questioned will not be permitted. The decisionmaker will give a party an opportunity to clarify or revise a question that the decisionmaker determines is unclear or harassing. If the party sufficiently clarifies or revises the question, the question will be asked.

C. Impact of Refusal to Respond to Questions and Inferences Based on Refusal to Respond to Questions.

The decisionmaker may choose to place less or no weight upon statements by a party or witness who refuses to respond to relevant, permissible questions. The decisionmaker will not draw an inference about whether Sex Discrimination or Sex-based Harassment occurred based solely on a party's or witness's refusal to respond to such questions.

VI. Determination Whether Sex Discrimination Occurred

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the College will:

- Use a preponderance of the evidence standard of proof to determine whether Sex Discrimination occurred. The standard of proof requires the decisionmaker to evaluate relevant, permissible evidence for its persuasiveness. If the decisionmaker is not persuaded by the evidence, under the applicable standard, that Sex Discrimination occurred, whatever the quantity of the evidence, the decisionmaker will not determine that Sex Discrimination occurred;
- Notify the parties simultaneously, in writing, of the decisionmaker's determination, including:
 - A description of the alleged Sex Discrimination;
 - Information about the policies and procedures that the College used to evaluate the allegations;
 - The decisionmaker's evaluation of the relevant and not otherwise impermissible evidence and determination whether Sex Discrimination occurred;
 - When the decisionmaker finds that Sex Discrimination occurred, set forth any disciplinary sanctions the College will impose on the Respondent and state whether remedies other than the imposition of disciplinary sanctions will be provided by the College to the Complainant, and, if applicable, to other students identified by the College to be experiencing the effects of the Sex Discrimination; and
 - The College's procedures and permissible bases for the Complainant and Respondent to appeal.

- Not impose discipline on a respondent for Sex Discrimination prohibited by Title IX unless there is a determination at the conclusion of the Title IX grievance procedures that the Respondent engaged in prohibited Sex Discrimination.
- If there is a determination that Sex Discrimination occurred, as appropriate, the Title IX Coordinator will:
 - Coordinate the provision and implementation of remedies to a Complainant and other people the College identifies as having had equal access to the College's education program or activity limited or denied by Sex Discrimination;
 - Coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions; and
 - Take other appropriate prompt and effective steps to ensure that Sex Discrimination does not continue or recur within the College's education program or activity.
 - Comply with the Title IX grievance procedures before the imposition of any disciplinary sanctions against a Respondent; and
 - Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the final determination whether Sex Discrimination occurred. College may address false statements by initiating a disciplinary process under the Code of Conduct or other relevant policies if there is evidence independent of the determination whether Sex Discrimination occurred.

VII. Disciplinary Sanctions and Remedies

Following a determination that sex-based harassment occurred, the College may impose disciplinary sanctions, which may include discipline ranging from a verbal warning up to and including expulsion, termination of employment, or exclusion from the College's programs and activities.

The College may also provide remedies, which may include ensuring that a complainant can move safely between classes and while at school or on campus such as by providing a campus escort or allowing a student to park in the employee parking lot; making changes to housing, class schedules and extracurricular activities to ensure the complainant and respondent are separated; providing services, including medical support and counseling; providing academic resources and support; reviewing any disciplinary actions taken against the complainant to determine whether there is a causal connection between the sex-based harassment and the misconduct; providing reimbursement for professional counseling services; making tuition adjustments; and any other remedies the College deems appropriate.

VIII. Appeals

The College will offer an appeal from a dismissal or determination whether Sex Discrimination occurred on the following bases:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination or dismissal was made; and
- The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against Complainants or Respondents, generally, or the individual Complainant or Respondent that would change the outcome.

If a party appeals a dismissal or determination whether Sex Discrimination or Sex-based Harassment occurred, the College will:

- Notify the parties in writing of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;
- Implement appeal procedures equally for the parties;
- Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the Complaint;
- Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;
- Communicate to the parties in writing that the College will provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- Notify the parties in writing of the result of the appeal and the rationale for the result.

Any additional procedures or bases for appeal the College offers will be equally available to all parties.

INFORMAL RESOLUTION

In lieu of resolving a Complaint through the College's Title IX grievance procedures, the parties may instead elect to participate in an informal resolution process. The College will inform the parties in writing of any informal resolution process it offers and determines is appropriate, if any.

The College will not offer informal resolution to resolve a Complaint when such a process would conflict with Federal, State, or local law. Before the initiation of an informal resolution process, the College will explain in writing to the parties:

- The allegations;
- The requirements of the informal resolution process;
- That any party has the right to withdraw from the informal resolution process and initiate or resume grievance procedures at any time before agreeing to a resolution;
- That if the parties agree to a resolution at the end of the informal resolution process, they cannot initiate or resume grievance procedures arising from the same allegation or appeal the resolution;
- The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and
- What information the College will maintain and whether and how the College could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed.

DEFINITIONS

Business Day: means a day when the College is in operation.

Complaint: an oral or written request to College that objectively can be understood as a request to investigate and make a determination about alleged discrimination under Title IX or in one of its education programs or activities.

Complainant: A student or employee of the College who is alleged to have been subjected to conduct that could constitute Sex Discrimination under Title IX; or

A person other than a student or employees of the College who is alleged to have been subjected to conduct that could constitute Sex Discrimination under Title IX at a time when that individual was participating or attempting to participate in Lake Michigan College's education program or activity.

Conduct Subject to the School's Disciplinary Authority: This includes, but is not limited to, conduct that occurs on school property; through use of school property (e.g., during online learning or when using the College's network or computer systems); at school-sponsored events or activities; and in off-campus settings, if the conduct is sufficiently serious or severe that it could contribute to a hostile environment within its programs or activities. This includes conduct that occurred outside of the United States if that conduct is alleged to be contributing to a hostile environment in the College's education program or activity.

Confidential Employee: An employee of the College whose communications are Privileged or confidential under Federal or State law.

Conflict of Interest: All individuals who have responsibility in administering the grievance process under this policy must be free of any conflicts of interests or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

Consent: A voluntary, informed, un-coerced agreement through words or actions that freely given, and which could be reasonably interpreted as a willingness to participate in mutually agreed upon sexual acts. Consensual sexual activity happens when each partner willingly and affirmatively chooses to participate. Important points regarding consent include:

- Consent to one act does not constitute consent to another act.
- Consent on a prior occasion does not constitute consent on subsequent occasions.
- The existence of prior or current relationship does not, in itself, constitute consent.
- Consent can be withdrawn or modified at any time.
- Consent is not implicit in an individual's manner or dress.
- Silence, passivity, or lack of resistance does not necessarily constitute consent.

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

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

FERPA: Family Education Rights and Privacy Act; 20 U.S.C. § 1232g, *et seq.*

Hostile environment harassment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive, and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the College's education program or activity.

Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the Complainant's ability to access the College's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the College's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluation the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and
- Other Sex-based Harassment in the College's education program or activity.

Incapacitation: A state when an individual's perception or judgement is so impaired that the individual lacks the cognitive capacity to make or act on conscious decisions. The use of drugs or alcohol can cause incapacitation. An individual who is incapacitated is unable to consent to sexual activity. Engaging in sexual activity with an individual who is incapacitated (and therefore unable to consent), where an individual knows or should have reasonably understood that the individual is incapacitated, constitutes Title IX Sexual Harassment as defined in this policy. This policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

Preponderance of the Evidence: The greater weight of the evidence; not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force; superior evidentiary weight that, though not sufficient to free the mind wholly from all reasonable doubt, is still sufficient to incline a fair and impartial mind to one side of the issue rather than the other.

Parties: both the Complainant(s) and the Respondent(s), collectively.

Privacy: the discretion that will be exercised by the College in the course of any investigation or process under this policy.

Quid Pro Quo harassment: An employee, agent, or other person with authority to provide an aid, benefit, or service under the [College]'s education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

Respondent: a person who is alleged to have violated [College]'s prohibition on Sex Discrimination.

Retaliation: Taking materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

Sanction: a consequence imposed by the College on a Respondent who is found to have violated this policy.

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

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

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

Sex-based Harassment: a form of Sex Discrimination, which includes *quid pro quo*, hostile environment harassment, and certain, specific offenses referenced in 34 C.F.R. § 106.2. Not all Sex Discrimination is Sex-based Harassment.

Sex Discrimination: Discrimination on the basis of sex, which includes sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Sex Discrimination includes, but is not limited to, Sex-based Harassment.

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

Course of Conduct means two or more acts, including acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about an individual, or interferes with an individual's property.

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

Supportive Measures: Individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:

Restore or preserve that party's access to the College's education program or activity, including measures that are designed to protect the safety of the parties or the College's educational environment; or

Provide support during the College's grievance procedures or during the informal resolution process.

Title IX: Title IX of the Education Amendments of 1972 (Pub. L. 92-318; 20 U.S.C. 1681, 1682, 1683, 1685, 1686, 1687, 1688, 1689), as amended.

Title IX Coordinator: the employee who has been designated to coordinate the College's efforts to comply with its responsibilities under Title IX.

ACTION:

The College Administration recommends the Lake Michigan College Board of Trustees approve the first read of the Title IX Sex-Based Harassment policy.

MOTION by Ms. Smith with support by Mr. Dissette and Ms. Johnson to approve the first read of the Title IX Sex-Based Harassment policy.

ROLL CALL VOTE

Chair Smith asked the board secretary for a roll call vote.

Yeas: Mr. Dissette, Ms. Johnson, Ms. Smith, Ms. Burghdoff, Mr. Weber

Nays: None

MOTION APPROVED

POLICIES-1st READ for Review

CAMPUS SAFETY ALERTS

Office of Origin:	Facilities Management
Responsibility:	Executive Director, Facilities Management; and Executive Director, Marketing and Communication
Date Adopted:	09-23-14
Date Reviewed:	12 11-17, 4-23-24
Last Date Board Approved:	12-11-17, 3/24/21 (C)

TIMELY WARNING:

~~In the event a situation arises, either on or off campus, that constitutes an ongoing or continuing threat, a special "timely warning" will be prepared and distributed through our emergency notification systems (RaveAlert).~~

Timely Warnings are communications that are issued to the campus community as soon as pertinent information is available regarding a crime that has occurred in order to aid in the prevention of similar incidents. Timely Warnings are triggered issued case-by-case, based on all the facts surrounding a crime. ~~basis by crimes that have already occurred but represent an ongoing threat.~~ These warnings advise the College community of the situation and do not include confidential victim information. ~~, steps to take to avoid being victimized and the number to call for more information.~~ Factors influencing the decision to release a Timely Warning include the nature of the crime, continuing danger to the Lake Michigan College (LMC) campus community, and/or the risk of compromising law enforcement efforts. They may also include the type of crime, the date, time, and location of the incident, and suspect information, when applicable.

LMC works closely with local law enforcement agencies to inform the College about crimes which ~~that~~ may warrant LMC ~~the College~~ issuing a Timely Warning. A Berrien County Deputy is assigned to the Benton Harbor Campus to assist with informing the College about such crimes. Timely Warnings will be issued by authorized employees as soon as information is available in consultation with the LMC Clery Compliance Officer (CCO), or designee. Information reported in a Timely Warning may not have been investigated or confirmed at the time of the issuance of the warning. Physical descriptions of a suspect will be included in Timely Warnings only if there are enough details to help distinguish the suspect's appearance from the general population.

EMERGENCY NOTIFICATION:

Emergency Notifications differ from Timely Warnings described above in that Emergency Notifications apply to any immediate threat to the health and safety of students or employees on campus. This may include but is not limited to, certain criminal activity in progress, serious fires, outbreaks of serious illnesses, severe weather conditions,

earthquakes, gas leaks, terrorist incidents, armed intruders, bomb threats, civil unrest or rioting, explosions, nuclear power plant emergency, or nearby chemical or hazardous waste spills. Emergency notifications will be issued when it is determined that there is a significant emergency or dangerous situation involving an immediate threat to the health or safety of students, employees or visitors occurring on campus.

Emergency notifications will be activated by authorized employees immediately upon verification of an incident that meets the above criteria so long as issuance does not compromise efforts to respond to, contain, or otherwise mitigate the emergency.

COMMUNICATION SYSTEMS:

RaveAlert is Lake Michigan College uses an automated system that Lake Michigan College uses to inform to disseminate Timely Warnings and Emergency Notifications broadly to the College's students and employees externally inform employees and students of the College emergencies and severe weather. RaveAlert utilizes via cell phone text messaging, email and voice mail notifications.

Lake Michigan College LMC also utilizes the SYN APPS an internal emergency notification system using that sends ring and text messages to internal phones and to College IP clocks (located in campus hallways) which provide a visual and audio message.

Emergency Activation cards have been issued to authorized personnel at each campus site allowing emergency messages for Lockdowns, Tornado Alerts, Bomb Threats and the use of paging for emergency notification.

The Executive Director, Facilities Management or designee with assistance from the Executive Director, Marketing and Communications, or designee, is responsible for preparing all alerts for dissemination to the College community in coordination with the Clery Compliance Officer and/or Emergency Management Team or Incident Response Team. In the event the situation impacts the larger community beyond outside of campus, the President or designee develops the information to be disclosed working with the Executive Director, Marketing and Communications, who disseminates the information to the larger community.

Communication systems are tested annually.

References: [Jeanne Clery Act Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1998](#)
Clery Act Policy
Emergency Preparedness and Response Policy / Plan

Clery Act Compliance (Policy)
CLERY ACT COMPLIANCE

Office of Origin: President's Office Accreditation, Strategic Projects, and Quality

Responsibility: Executive Director, Facilities Dean of Accreditation, Strategic Projects, and Quality

Date Adopted: 05-25-10

Date Reviewed: 08-05-20

Last Date Modified & Approved: 08-05-20

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~~In accordance with Federal law, Lake Michigan College (the College) will provide a link to the Michigan State Police Sex Offender Registry. Federal law requires institutions of higher education to issue a statement advising the campus community where law enforcement information provided by a state concerning registered sexual offenders may be obtained. In Michigan, convicted sex offenders must register with the Sex Offender Registry. The Michigan State Police are responsible for maintaining this registry. The link to the registry (https://www.communitynotification.com/cap_main.php?office=55242/) will be posted on the Lake Michigan College website and in certain College publications.~~

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The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) is a federal statute codified at 20 U.S.C. § 1092(f), with implementing regulations in the U.S. Code of Federal Regulations at 34 C.F.R. 668.46. The Clery Act requires colleges and universities participating in federal financial aid programs to comply with various requirements related to safety on campus. Lake Michigan College (LMC and/or the College) is committed to providing a safe learning and working environment, consistent with its obligations under the Clery Act.

In accordance with the Clery Act, the College strives to provide students, faculty, and staff with access to accurate and timely information about reported Clery crimes that have occurred within the College's Clery geography and access to college-wide safety and security policies and procedures. The College is committed to protecting the privacy of individuals involved in the reporting, investigation, and resolution of incidents of crime.

Requirements of the Clery Act

- Publish, submit, and annually notify current/prospective students and employees of the last three years of crime statistics in an Annual Security Report (ASR) and Fire Safety Report (AFSR) by the U.S. Department of Education's established deadline.
- Request, collect, and classify campus crime data amongst multiple departments, Campus Security Authorities (CSAs), and local/state law enforcement agencies to be included as Clery crime statistics in the ASR and

ASFR.

- Maintain a daily crime log for all crime, as well as a fire log for on-campus housing facilities.
- Identify, notify, train, and survey (for crime reporting) CSA's on an basis.
- Issue campus safety alerts, timely warnings and emergency notifications.
- Annual review and maintenance of LMC's Clery geography; including on-campus, public, and non-campus properties as identified by the Clery Act.
- Document and process all student overnight travel to be included in Clery geography.
- Provide crime prevention and safety awareness programming for students and employees.
- Monitor compliance with the Clery Act and update the requirements as necessary when federal legislation has been amended including the College's policies and procedures (i.e. Missing Student Notification; Drug, Alcohol Abuse Prevention Program; Title IX; etc.).

Reportable Clery Act Crimes

Reportable Clery crimes are documented in the College's ASR and AFSR. All crimes that have occurred within the College's Clery geography are maintained on the College's daily crime and fire log.

- Criminal Offenses: Criminal homicide including murder and non-negligent manslaughter, manslaughter by negligence; sexual assault including rape, fondling, incest, and statutory rape; robbery, aggravated assault, burglary, motor vehicle theft, and arson.
- Hate Crimes: Any of the above-mentioned Criminal Offenses and any incidents of larceny-theft, simple assault, intimidation, or destruction/damage/vandalism to property that were motivated by bias.
- Violence Against Women Act (VAWA) Offenses: Any incidents of domestic violence, dating violence, and stalking. Note that sexual assault is also a VAWA offense but is included in the criminal offenses for Clery Act reporting purposes.

Victims, witnesses, students, employees, CSAs and/or community members are able to report crimes in a voluntary, confidential manner. The College encourages prompt reporting of all crimes into the College's Maxient system. The College's professional counselors are not required to report crimes that have been shared during counseling sessions.

In accordance with Federal law, institutions of higher education are required to issue a statement and provide a link to the campus community where to locate information on registered sex offenders. The Michigan State Police are responsible for maintaining this registry. The registry link (<https://mmspor.com/>) is also posted on the College's website:

<https://www.lakemichigancollege.edu/about/safety-and-emergency>

References:

[Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act \(20 U.S.C. 1092\(f\)\)](#)

[Adam Walsh Child Protection and Safety Act of 2006 \(42 U.S.C. 16921\)](#)

[Violence Against Women Act \(VAWA\) Reauthorization Act of 2013 \(42 U.S.C. 13701\)](#)

[Annual Security and Fire Safety Report Procedure](#)

[Building Access Procedure](#)

[Campus Safety Alerts Policy](#)

[Campus Security Authority \(CSA\) Procedure](#)

[Clery Geography Procedure](#)

[Daily Crime and Fire Log Procedure](#)

[Drug and Alcohol Abuse Prevention Program Policy \(DAAPP\)](#)

[Emergency Preparedness and Response Policy](#)

[Field Trips Policy](#)

[Housing Handbook](#)

[Missing Student Notification Policy](#)

[Missing Student Notification Procedure](#)

[Student Handbook](#)

[Title IX Policy](#)

MISSING STUDENT NOTIFICATION

Office of Origin: Student Affairs
Responsibility: Vice President, Student Affairs
Original Date Adopted: 9-23-14
Dates Reviewed: 12-02-17, 3-16-21, 3-30-23
Dates Approved by Board: 5-17-17, 4-14-21(C), 7-19-23(C)

In compliance with the Higher Education Opportunity Act and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act); ~~—~~this policy describes the actions taken by Lake Michigan College (“LMC” or “the College”) when a student residing ~~in~~ on-campus or ~~off-campus housing~~ living off-campus has been reported missing ~~to the Associate Director of Residence Life; Executive Director, Intercollegiate Athletics and Campus Life; or the Vice President of Student Affairs.~~

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Students will be asked to provide emergency contact information during the admissions application process. Upon move-in to on-campus housing, students ~~18 years of age or older regardless of age, are informed of the optionable~~ to provide information to the College of a missing person contact(s) in addition to an emergency contact (which can be different individuals if the resident chooses) via the housing application and their housing account. ~~Information to the College.~~ This option will be offered to residents annually and can be updated at any time. When a housing or College administrator is informed ~~that, that a~~ resident of on-campus housing is reported missing, ~~the housing or College administrator they are~~ is required to notify local law enforcement and/or LMC’s Campus Officer as well as individuals listed as a missing person and/or emergency contact(s) for the resident within 24 hours of the determination.

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Students living in on-campus housing who are under 18 (who are not emancipated) are informed that the College is required to notify a custodial parent or guardian as well as any additional contact person designated by the student within 24 hours after the time the student is determined to be missing. These students are required to identify and provide contact information for their custodial parent or guardian.

For students not living on campus and reported missing, a ~~College~~ college administrator will notify individuals if they list emergency contacts for the student within 24 hours. ~~that~~ was submitted via their admissions application.

Missing person and/or ~~E~~ emergency contact information is recorded confidentially, only accessible to authorized campus officials, and is disclosed only to law enforcement personnel in further support of a missing persons investigation.

References:

[Higher Education Opportunity Act \(34 CFR 668.46\(b\)\(14\)\)](#)

[Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act \(Clery Act\)](#)

[LMC's Clery Act Policy](#)

[LMC's Missing Student](#)

[Notification Procedure](#)

[LMC's Housing Handbook](#)

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ADJOURNMENT MOTION by Ms. Smith with support by Ms. Burghdoff to adjourn the Special July Meeting of the Lake Michigan College Board of Trustees at 1:35 p.m.

Vicki m. Burghdoff

Vicki Burghdoff
Lake Michigan College Board Secretary