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### SUMMER SESSION – June 5, 2017-July 28, 2017

- **June 3**: Summer Session classes begin
- **June 7**: Last day to drop/add classes to avoid academic/financial penalties
- **June 18**: Financial Aid Disbursement
- **July 4**: Independence Day, Campuses closed
- **July 16**: Last Day to withdraw from classes

### FALL SEMESTER – August 26, 2019-December 20, 2019

- **August 23**: New Student Orientation - Duty Day – Offices open
- **August 26**: Fall Semester classes begin
- **August 25**: Eveleth Campus College Seminar
- **August 30**: Last day to drop/add classes to avoid academic/financial penalties
- **September 2**: Labor Day – No classes – Campuses closed
- **September 11**: Financial Aid Disbursement
- **October 14-16**: Mid-Term Week
- **October 17-18**: Faculty Meetings – No classes – Offices open
- **October 21**: Spring Registration begins (date subject to change)
- **November 11**: Veteran’s Day – No classes – Campuses closed
- **November 27**: Last Day to withdraw from full-term classes (80% withdrawal date)
- **November 28-29**: Thanksgiving – No classes – Campuses closed
- **December 17-20**: Fall Semester Final Exams
- **December 24-31**: Winter Break- No classes–Offices open
- **December 25, January 1**: Holidays, Campuses closed
- **January 2-10**: Winter Break–No classes–offices open

### SPRING SEMESTER – January 13, 2020-May 11, 2020

- **January 13**: Spring Semester classes begin
- **January 17**: Last day to drop/add classes to avoid academic/financial penalties
- **January 20**: Martin Luther King Day– No classes–Campuses closed
- **January 29**: Financial Aid Disbursement
- **February 17**: President’s Day – No classes – Campuses closed
- **March 2-6**: Mid-Term week
- **March 9-13**: Spring Break–No classes-Offices open
- **March 2**: Fall Registration begins (date subject to change)
- **April 10**: No Classes/Offices open - Faculty Duty Day
- **April 20**: Last Day to withdraw from full-term classes (80% withdrawal date)
- **May 6-11**: Spring Semester Final Exams
- **May 13**: Mesabi Range Graduation (Miner’s Memorial Building, Virginia)
- **May 25**: Memorial Day – Campuses closed

### COLLEGE (BUILDINGS) CLOSED FOR ALL STUDENTS AND STAFF:

- July 4 (Independence Day), September 2 (Labor Day), November 11 (Veterans Day), November 28 & 29 (Thanksgiving), December 25 (Christmas), January 1 (New Year’s), January 20 (Martin Luther King Day), February 17 (President’s Day), May 25, 2020 (Memorial Day)
Dear Residents:

On behalf of Alpine Village Housing Team, welcome to your residential experience at Mesabi Range College. The Residential Life Team and entire college community look forward to hosting you for the upcoming year. We believe the warm and friendly atmosphere of college housing encourages academic achievement, personal growth, friendship and good times.

Living on campus provides many exciting opportunities and benefits. You will become part of the growing residential culture and climate of MRC. We will always be here to help you. We know you will have an enjoyable year. Educational resources and social activities will be at your fingertips.

You are encouraged to get involved in your residential community. Meet the staff and your neighbors. Participate in hall programs and plan some of your own. Assume a leadership role in your apartment complex or with the Residence Hall Council and help create a sense of community in your building. Through your involvement, you will develop important life skills that will complement your classroom instruction and round out your college education.

This Residence Life Handbook has important information you need to know about living on campus including policies and procedures that govern residential living. Please take the time necessary to familiarize yourself with this information. Your understanding and respect for these issues is critical to your success as a residential student.

If you have any questions or require assistance with your living situation, Residence Life staff members are ready and eager to respond to your needs. Let us know what we can do to assist you.

Again, welcome Residence Life. I hope your experience is as memorable as mine was. Be safe, have fun and make the most of your residential experience.

Sincerely,

Mesabi Range College
Residential Life Community Statement

Members of the Alpine Village Residential Life Community at Mesabi Range College are expected to be dedicated to the integrity and personal growth of each individual. Choosing to live in the residence halls obligates each resident to make a positive contribution to the community and to abide by the Code of Conduct outlined in the Student Handbook. Residents are responsible for all information contained in this publication, the Housing Contract, and the Student Handbook and will be held accountable for any violations of residence life or College policy contained therein.

Living at Alpine Village is a privilege afforded to those students requesting residential living. Violation of any College policy in or outside of the residence halls can result in the revocation of that privilege.

General Conduct:

As members of a residential community, residents have the responsibility of creating a living environment that benefits all. Part of this responsibility includes observing the rules and regulations established by the College and Residential Life Program. These rules and regulations are outlined in the following pages. Furthermore, if you are present in a room in which a violation is taking place, you will share responsibility for the violation. Questions regarding the interpretation or application of any of these regulations should be communicated to your RA or RLD.

Participation in the following activities may result in disciplinary action including the possibility of immediate removal from residence:

1. Obstruction or disruption of residential life or disciplinary procedures or any authorized function or event;
2. Unauthorized occupation of, use of, or entry into any residence hall, area, or room;
3. Verbal or physical abuse or threat of abuse or violence against any person;
4. Conduct which threatens the health or safety of any person;
5. Interference with any right of access to or passage through the residence hall or related area;
6. Misrepresentation, misuse or failure to provide identification upon request by any College staff member;
7. Failure to respond immediately and appropriately to a verbal or written summons from any College staff member or residential life team member, including student RA’s;
8. Possession, use or in the presence of illegal drugs; or possession of prescription medication obtained illegally;
9. Possession, use or in the presence of alcohol;
10. Any violation of the Mesabi Range College Code of Conduct;
11. Hazing

In addition, MRC does not condone harassment of any type. Harassment is defined by group and individual behaviors, whether actions or statements, that are intimidating, threatening, or abusive to any member of the College community. Prohibited behaviors that may apply in a harassment case include intimidation and conduct that threatens or endangers the health or safety of any person. Any student who believes a case of harassment has occurred or is occurring, should make an appointment with the RLD to discuss the situation and to explore options for action.
Your Residential Life Team

In Mesabi Range's Residence Halls, we believe in an "open-door" policy. Students are encouraged to drop in any time to discuss any problems or ask any questions. We, as the Residential Life Team, will be happy to assist students in any way that we can.

Residential Life Director (RLD)
The live-in Residential Life Director oversees all functions of Residential Life at Mesabi Range College. The RLD is responsible for the direction and leadership of the Residential Life Program. The RLD is responsible for all room assignments and check-in and checkout procedures. The RLD is the direct supervisor of the student staff working in the residence halls and works closely with the MT and RAs to ensure a safe and healthy living and learning environment for all residents. The RLD works with the Conduct Officer in managing disciplinary action. The RLD’s office is located in apartment 101.

Maintenance Technician (MT)
The Maintenance Technician is available part-time to respond to any facility and grounds issues. The MT is responsible for maintaining the facility as a neat, clean, and damage free living environment. They are not, however, responsible for cleaning your rooms or cleaning unnecessary messes made in public areas. Your help and cooperation in caring for the facilities will make a more pleasant place for you to live. The MT’s office is located in apartment 102.

The MT will change all light bulbs, smoke detector batteries, and complete needed maintenance when a work order has been filled out.

If you have any maintenance needs in your room or apartment, please fill out a maintenance work order. You can obtain one from the RLD or an RA and drop them off in the mailbox outside Apartment 101. You will not be charged for normal maintenance, but should deterioration occur that is not normal wear, you will be billed for materials and labor involved in repairing the damage.

Please report maintenance concerns immediately. Do not try to repair them yourself.

Housing Contract

1. All contracts are legally binding for the **entire academic year** (Fall and Spring).

2. Students may petition for release from their contracts for the following reasons:
   a. Student officially withdraws from school.
   b. Student officially graduates from MRC.
   c. Student becomes legally married.
   d. Medical

   Petitions may be picked up from the RLD or the Student Services Office. Students who are released from housing contracts through the petition process will be responsible for payment of rental fees through the end of the semester in which MRC releases them from the contract.

3. Students who are removed from on-campus housing due to conduct violations will be responsible for payment of rental fees through the end of the semester in which they are removed, forfeit their deposit, and are responsible for any cleaning and/or damage charges not covered by the forfeited deposit.

4.) A criminal background check may be conducted on applicants and could affect housing eligibility.
Housing Contract

1. I understand that I must occupy my room (or notify the Office of Enrollment Services of my intent to occupy the room) by the first day of classes each semester, or my contract may be cancelled and my room assigned to someone on the waiting list.

2. I understand that this housing contract is effective from the day before regular classes begin for Fall Semester until the last day of regularly scheduled final exams for Spring Semester. (College Housing will be closed and everyone will need to leave during winter break. You will be notified of the actual dates affected each break.)

3. I agree to observe all of the policies and procedures of the Mesabi Range College (MRC) Residence Life Program as set forth and published in the Residence Life Handbook, which are, by reference, incorporated into and made a part of this agreement.

4. I understand that acceptance of this contract includes membership and citizenship in the Residence Life Program with a required semester fee of $17.00.

5. I understand that the College shall have no responsibility for personal injury, theft, destruction or loss of monies, valuables, or personal properties belonging to me or being in my custody from any cause whatsoever, whether such losses occur from my room, apartment, storage room, or public areas. I agree to make no claim and hereby waive all claims. Each student is encouraged to carry his/her own personal property insurance.

6. I understand that this contract is binding for the full academic year unless I meet the cancellation criteria specified in the Residential Life Handbook, and stated as follows. Students may petition for release from their housing contracts for the following reasons:
   a. Student officially withdraws from school.
   b. Student officially graduates from Mesabi Range College.
   c. Student becomes legally married.
   d. Extraordinary Circumstances: If extraordinary circumstances exist (verifiable medical or family emergency or required military services), a student may petition for a release from his/her rental obligation effective the date of the release from the contract, rather than at the end of the current semester. Students who are granted petitions may receive a portion of their $300.00 deposits.

7. I understand and agree that if I move out of housing and have not been released from my contract, I will still lose the rent for the remainder of the contract/lease.

8. I understand and agree that the Housing Contract represents a landlord/tenant relationship. I understand that I have no right to assign, sublet, or transfer my rights in the Housing Contract, in whole or in part.

9. I understand that Mesabi Range College reserves the following rights: (a) The right of re-entry. MRC may terminate a housing contract with an individual or exclude that individual from the premises for a breach of any term, condition, or regulation of the housing contract. (b) The right to inspect or show an apartment. MRC reserves the right to enter an apartment at any reasonable hour to inspect and make necessary repairs or alterations, to show the apartment to prospective tenants, or to investigate suspected policy violations. (c) The right to assign roommates. MRC reserves the right to assign tenants to apartments, at its sole discretion. (d) The right to reject any housing contract, including students who have not attained a high school diploma or GED, or whose high school class has not graduated. MRC reserves the right to reject any housing contract with a tenant at any time before the first overnight occupancy by the tenant.

10. Students who are removed from on-campus housing due to conduct violations will be responsible for payment of rental fees through the end of the semester in which they are removed. They also forfeit their housing deposit.

11. Any damages not covered by the room deposit will be billed to the student. Any remaining balance of room deposits will be returned to the student within 45 days after the academic semester.

12. Residents will only be allowed to have a guest stay for a maximum of 72 consecutive hours in one week or 7 days.

13. Alpine Village is tobacco free, this includes all forms of smokeless tobacco, tobacco jelly, tobacco material, e-cigarettes, and vaporizing material/ substance that contains tobacco.

14. Enclosed herein is a check or money order made payable to Mesabi Range College for three hundred dollars ($300.00) to serve as a security deposit. For first year applicants, the entire deposit will be forfeited if this application is cancelled on or after July 1 for Fall Semester. For returning residents, the entire deposit will be forfeited if this application is cancelled on or after June 1, for Fall Semester. For first time applicants for Spring Semester entry, cancellation must be received prior to 20 days before the start of classes for that semester or the entire deposit will be forfeited.

Each semester, rental payment will be due during the fee payment period for that semester. The $300.00 security deposit will then be held as a damage deposit. A minimum 14-day notice is required before moving out at the end of the semester or there will be $100 deducted from your deposit. This deposit will be refunded after a resident checks out for the academic year, providing that no damage has been done and checkout procedures are followed. In the event that the unit is damaged or not properly cleaned, costs will be assessed to the student accordingly.

ACADEMIC YEAR CONTRACT: College Housing opens at NOON the day before each academic semester begins and closes at 6:00 p.m. on the day following the last final exam day. (Example: last exam day is on a Friday, checkout day is then Saturday.) THE COLLEGE RESERVES THE RIGHT TO RETAIN THE SECURITY DEPOSIT IF A STUDENT DOES NOT FULFILL ANY PART OF THE HOUSING CONTRACT.
Housing Facility Rules & Guidelines

APARTMENT CHANGE
Apartment changes are not allowed except by petition if extraordinary circumstances exist. It is the belief of the Residential Life team that your ability to work and live with different personalities will be a definite asset to you as an adult. The apartment atmosphere is a good opportunity to practice this ability. If you do have a problem with your roommate(s), contact the RLD. Please provide specific details as to why you want to move. They will be happy to work with you and/or your roommates in an attempt to come to mutually satisfying conclusions. If a room change is made, a student must properly check out of his/her former apartment and check into his/her new apartment. This is done for your protection when returning security deposits. A student who does not follow the petition and checkout processes will be held accountable for all damages occurring in the assigned room.

The Residential Life Director reserves the right to make apartment changes whenever necessary to ensure a safe, healthy, and secure environment for all residents.

BBQ'S & GRILLS
BBQ's/grills are allowed on the grounds only if they are a minimum of twenty (20) feet away from any building. A grill is available for community housing barbeques. Arrangements to use the grill can be made with the RLD. Students are expected to take care of the grill while it is in their possession and clean it before they return it. If the grill is not returned in good, clean condition and in a timely manner a fine may be assessed.

BIKES & ROLLERBLADES
Please lock and chain it up outside to keep it secure. Bicycles may be kept inside apartments provided they do not block exits, including doors and windows. Use of bicycles or rollerblades within your apartment will result in a fine.

CHECK-IN
Before settling into your room, you will need to complete an apartment inventory. The inventory sheet you will receive at check-in must be completed, and returned to the residential life team within your first 24 hours on campus. The condition of all contents, including floors, ceilings, windows, doors, and furniture are considered room inventory items and should be noted on the inventory sheet. As a resident of the room, you are responsible for the inventory as long as you occupy the room. Care should be given to ensure a complete and accurate inventory, as you will be held responsible during checkout for any damages not listed on the sheet. If you decide not to return your check in inventory sheet, a $25 charge will be added to your student account and any and all damages in your apartment will be charged to your deposit. If your deposit doesn’t cover the cost of the damages a charge will be places on your student account and your transcripts will be held until the remaining balance is due.

CHECK-OUT
We require a written 14-day notice when you plan on moving out of the housing units. If your petition has been approved to move out before the end of the academic year, a 14-day notice is still required. Failure to provide a 14-day notice will result in $100.00 forfeited from your deposit. Failure to show up at your checkout will result in an additional $50.00 forfeited. If you leave without a 14-day notice and don’t checkout with the RLD you will forfeit $150.00, following these procedures will help you get your maximum refund. Residents who leave without taking all their possessions give up all rights to their belongings after 48 hours, unless special arrangements are made with the RLD.

1. Once your 14-day notice is received in writing the RLD will email you with a checkout date and time at least one week prior to your desired checkout date.
2. Bedrooms and apartments must be thoroughly cleaned and all items must be removed from the walls and ceiling. All of your belongings must be removed from your room prior to end of year check out.
3. Windows must be closed and locked.
4. Key(s) must be returned and verified.

CONSOLIDATION
A situation may arise in which a resident is left alone. If there is a waiting list for a room, a new roommate will be assigned. Mesabi Range College has the right to move individuals to alternate rooms at any time.
DAMAGE
You are financially responsible for any damages to your unit. If the person causing damage cannot be identified, the damage costs will be split evenly among all persons residing in the apartment. (Please refer to damage prices at end of handbook)

EMERGENCIES
Should any type of emergency arise, contact the RLD. They are trained in helping you in emergency situations and will contact the appropriate authorities should the need exist. The RLD will require your health insurance policy number and social security number should you need medical attention.

EXPLOSIVES & FLAMMABLE LIQUIDS
The use and/or possession of explosives or flammable liquids are strictly forbidden in the Alpine Village. This includes, but is not limited to: firecrackers, ammunition, charcoal lighters, lighter fluid, car batteries, etc. Violations will result in disciplinary action.

FOOD SERVICE
Mesabi Range College has implemented a mandatory meal plan for residents at Alpine Village. Student’s attending Eveleth campus programs are exempt from the mandatory meal plan. Each student will purchase a semester meal plan. Each meal plan includes breakfast and lunch on the days that regularly scheduled classes are in session. Each meal plan will cost $900.00 dollars ($12.00 dollars per day for 75 days of instruction). No meals are provided on weekends, between semesters or during holiday breaks, or during final exam days. Students are not allowed to transfer meals, or replace meals with any form of currency or trade. Students who officially withdraw from classes will have a portion of their meal plan refunded based on the schedule of return and repayment consistent with academic course work. A detail of the refund policy is located in the Student Handbook.

Food Service Hours:  Breakfast: 8am-11am  
                    Lunch: 11:30am-1:30pm

GARBAGE
Large dumpsters are located by the access road for your trash, please use them. You will be fined if excess garbage is found in or around your apartment and you do not immediately take it out. Excess trash is a violation of the health and safety conditions of Alpine Village. Excessive garbage and cleanliness must be completed within 24 hours after any warning. Each resident will be fined if cleanliness issues are not addressed within 24 hours. Trash bags MUST be used in the garbage cans provided in the units. Units found to be in violation will be subject to fine.

$50.00 per hour will be charged for each bathroom, kitchen, and/or bedroom that needs to be cleaned. $25.00 will be charged for each bag of trash, if a staff member needs to take it out.

HEALTH & SAFETY INSPECTIONS
Health & Safety Inspections are done on a regular basis to ensure a safe and healthy environment for all residents. Members of the residential life team will conduct the inspections. Residents will not be charged for repairs due to normal wear and tear, however, if residents of an apartment are deemed at fault for damage requiring unusual repair or replacement, they will be billed accordingly. Residents do not need to be present for the Health and Safety inspections.

KEYS
At the beginning of the academic year, you will be issued a key to your apartment and bedroom. Should you lose your key, notify the RLD. You will be issued a new key and will be charged $100 for replacement. Under no circumstances should you duplicate your keys.

KITCHENS
Each apartment is equipped with a full kitchen. Included is a stove and oven, dishwasher, microwave, and a refrigerator. These have been installed for your use and convenience. Please take care of these apartment appliances by operating them in a safe, useful manner and by cleaning them monthly. Any grease used for cooking needs to be disposed of properly, please let it cool and empty it into a disposable container.
LAUNDRY FACILITIES
There are laundry facilities in each of the units. Problems with the machines should be reported immediately to the RLD. Please empty the lint tray before and after using the dryer.

MAIL
Mail is not delivered to individual residents. MRC has designated mail hours that will be posted in the Student Services area of the Virginia Campus. When you move out, please remember to have your mail forwarded. Use the following as your address:

Packages and mail can be picked up in Student Services on the Virginia Campus.

<table>
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<tr>
<th>100 Building</th>
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<tbody>
<tr>
<td>1025 Chestnut Street West Apt ___ Virginia, MN 55792</td>
<td>1027 Chestnut Street West Apt ___ Virginia, MN 55792</td>
<td>1029 Chestnut Street West Apt ___ Virginia, MN 55792</td>
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MOTORCYCLES
Motorcycles are not allowed in your apartment, room, or on the grounds. They should be parked in the parking lot. Repeated offenses are subject to fines.

OPEN FLAMES
Candles, oil lamps, etc. that have flames, flowing elements, etc. and halogen lamps/lights, are not allowed to be burned in your apartment or rooms because of their potential fire danger. Plug-in space heaters are also not allowed in the units due to a potential fire hazard. Violations will result in disciplinary action.

PARKING
Students should park in the blacktopped lots. Parking is prohibited on roadways, in reserved parking spots, in fire lanes, and on the grass near the buildings. (For complete parking policy please refer to your student handbook.) Please do not, under any circumstances, block any of the parking lot entrance and do not park in the handicapped parking spots at any time, unless authorized to do so. The Virginia City Police Department monitors our handicapped parking spaces.

PETS
Because of the potential health problems and inconvenience to other residents, pets are not allowed. The only exceptions are fish in a ten gallon aquarium or smaller. A $100.00 fine will imposed for each offense.

RENTAL PAYMENTS
Payments for the entire semester are due during the fee payment period each semester. Students qualifying for financial aid will receive their semester’s financial aid funds on the 12th day of the semester. Residential life payments for the semester will be deducted from these financial aid funds. Students who do not receive financial aid must be prepared to pay the semester payment by check or cash by the end of the fee payment period. Failure to pay for the rental fees associated with Student Housing will result in eviction from Alpine Village. Students will be given a 48 hour notice to remove belongings, return keys, and clean room. The College maintains the right to charge cleaning and service fees to the students account.

ROOM DECORATIONS
Residents are encouraged to create their own environments in their rooms. However, care should be given to ensure there is no damage done to any walls and furniture. While inviting you to be creative when decorating your apartment, students should use appropriate discretion; as prospective students and their parents, residential life team members, and maintenance personnel may need to enter when necessary.
When hanging Christmas decorations, please keep state fire regulations in mind. Only artificial, fireproof trees may be used. Christmas lights may be used (if the wiring is in good condition) but due to the potential fire hazard, candles are not allowed. Any damages to student rooms will be paid for by the student.

**ROOM DEPOSIT**
All residents are required to pay a $300 deposit in full, prior to their move in. Any damages accrued will be assessed and billed to the resident’s account each semester. Resident’s should pay these charges off to guarantee the maximum deposit refund. Any additional damages found at check-out will be assessed and deducted from students housing deposit at the end of the academic year. Additionally, a $30.00 mandatory cleaning fee will be deducted for each semester of residence ($60 for the academic year). Please note, that while there is an end of the semester cleaning, residents of the apartment are responsible for routinely cleaning their individual apartments and common areas. If there are any charges- tuition, books, rent, etc., Mesabi Range College will credit the remaining balance of your deposit toward these charges. If there are no charges on your account and no damages are assessed, residents will receive their deposit in the mail within 45 days of the end of the academic year. If there are charges or damages, residents will receive their deposits in the mail within 45 days of the end of the academic year.

**SNOWMOBILES AND ATVS**
Snowmobiles and A.T.V. operators need to use caution and be courteous of others at all times. All snowmobiles must be removed from the college grounds no later than April 15th. Snowmobiles and A.T.V.'s are not allowed to be driven within 100 yards of any campus building or housing unit. Parking of machines will be allowed in the north east corner of the Alpine Village grounds. Contact the RLD for more details.

**SNOW REMOVAL**
In order to facilitate a comprehensive snow removal system, cooperation on the part of all college personnel/students is important. After a heavy storm (blizzard), the snow will normally be plowed in the evenings on all lots except the Residence Hall lot. Hall residents are informed of snow removal times and asked to move their cars to an alternate parking lot. Problems arise when all cars are not moved to another parking lot. Any vehicles not removed from the parking lots for snow removal may be towed and stored at the owner's expense.

**TOBACCO- FREE FACILITIES**
Alpine Village and its’ grounds are designated as a tobacco-free area. Smoking and using smokeless tobacco products is prohibited. Apartments that are found to be in violation of this policy will be fined $50.00. All roommates living in an apartment where damages have occurred from smoking, such as burn holes, smokeless tobacco stains, and smoke damage to the paint and ceiling, will be held responsible. Please Inform Your Guests Of This Policy. The full Tobacco policy is available in the Mesabi Range College Student Handbook located on the Mesabi Range College website.

**VACATIONS AND BREAKS**
Alpine Village and food service operations are closed during all vacation periods and semester breaks. The residence halls will be closed from December 15th, 2017 at 5:00 PM to January 2nd, 2018 at 8:00 AM. A petition must be completed and approved if a student is unable to go home on break due to distance or financial reasons. When leaving for your breaks, please be sure to unplug TV’s, curling irons, etc., close and lock windows, and lock your doors. For safety purposes, an RA, MT, or RLD will be checking each apartment.

**WATERBEDS**
Waterbeds are prohibited in Alpine Village.

**WILDLIFE**
The feeding and harassment of wildlife around the residence halls will not be tolerated, and violations are subject to substantial fines and DNR involvement.
Getting Along With Your Roommates

Living in an apartment style residence hall can be a very unique, significant, and challenging experience. Developing and fostering good relationships with your roommates will go a long way toward making this a most rewarding portion of your life at Mesabi Range College.

One of the greatest rewards of living in a residence hall is the living-learning experience. Most roommate experiences have the potential to be positive, but it takes a lot of work on all parts to keep a roommate relationship growing and strong. Communication with your roommates goes a long way toward avoiding potential problems and toward a most fulfilling residence life experience. The following are some useful tips on making the most of this unique experience.

1. **Open communication.**
2. **Try to get to know each other better.**
3. **Don’t expect too much.** You don’t have to be best friends, but you do have to get along with each other.
4. **Don’t wait for the problem to get out of hand.** Be open - ask, listen, discuss, communicate!
5. **Be sensitive to your roommates’ emotions.** Everybody has bad days, so try to be understanding when your roommate has one.
6. **Be respectful and courteous.**
7. **When things can’t be worked out between you and your roommates, seek assistance from someone else (the RLD).** They will be able to identify options for working out the problem.
8. **Mutual respect, understanding, tolerance, and acceptance are ingredients of any healthy relationship.** To have a good roommate you need to be a good one.

**Basic Rights of a Roommate**

1. The right to study free from undue interference in one’s room. Unreasonable noise and other distractions inhibit the exercise of this right.
2. The right to sleep without undue disturbance.
3. The right to expect that roommates will respect personal belongings.
4. The right to live in a clean, safe, healthy environment.
5. The right to privacy.
6. The right to host guests who will respect the rights of the hosts’ roommate(s).
7. The right to settle conflicts.
8. The right to be free from fear, intimidation, physical or emotional harm.
9. The right to expect reasonable cooperation in the use of room shared appliances.

**Conduct Policies & Procedures**

**MESABI RANGE JUDICIAL POLICY**

The Mesabi Range Residence Life team wishes to accommodate everyone's needs. However, there may be times when a team member is unaware of disturbances within the Hall. Therefore, it is your responsibility as a community member to negotiate with other residents on behavioral problems and concerns. If this does not help, please locate one of the RA’s or the RLD. If necessary, you may wish to file a Community Complaint with the RLD who will enact the judicial process at Mesabi Range College as necessary. The procedure is as follows:

1. **Pick up a Community Complaint Form from the RLD, or online at** http://www.mesabirange.edu/
2. **Fill out the form completely.** Be specific listing time, date, and location of the incident.
3. **Return the form to the RLD.**
4. **Depending on the nature/severity of the incident the RLD may talk to the person(s) issuing the complaint and/or the person who has been listed as complainant.**
5. **Records will be kept of all proceedings and may be consulted should further incidents occur concerning the parties involved.**
6. Written summaries/agreements between the parties involved may follow any discussion.
7. Further action will be imposed should the need exist.

BEHAVIORAL VIOLATIONS AND SANCTIONS

It is assumed that all residents behave as mature, intelligent, and self-disciplined adults. They are expected to show the proper respect to Residence Life team members and College staff, maintain good tenant-landlord relationships, and display democratic and friendly attitudes toward their fellow residents.

College classes, activities, and facilities are open to all residents regardless of creed, color, disability, race, sex, or sexual orientation. This friendly climate is one of which administrators, faculty, staff, and students are justifiably proud.

The following section lists specific behavioral violations and applicable sanctions. This is not meant to be a comprehensive list. Such a list can be located in the Code of Conduct immediately following this section. Please be aware that residents and their guests are expected to comply with Residence Hall policies as well as the College’s Code of Conduct.

Though some violations result in a specific prescribed sanction as listed below, the Residence Hall Staff and Administration must review each situation on an individual basis and reserve the right to issues sanctions as deemed appropriate. Sanctions may include, but are not limited to, fines, community services, probation, suspension, and restrictions, eviction and/or trespassed from college housing, suspension or expulsion from the college. A written record of student conduct violations will be filed with the Residence Hall Manager and Conduct Officer.

The severity of the conduct violations may include additional sanctions. The final decision of conduct violations will be retained by the Conduct Officer at Mesabi Range College.

ALCOHOL/MARIJUANA

As a member of the Minnesota State Colleges and Universities System, Mesabi Range College has an obligation not to allow the use, possession, or presence of alcohol/marijuana within College Housing or on College grounds. Any action involving the possession or consumption of alcohol/marijuana within these areas or obvious intoxication of residents or guests will be met by confiscation and/or disciplinary measures. Additionally, alcohol containers or packaging on the premises is prohibited. Possession of such will result in disciplinary action as outlined below:

Whenever feasible, alcohol will be drained by the owner or in the presence of the owner by staff. Unopened containers will be confiscated and properly disposed of. It maybe be necessary to retain containers for Judicial Board proceedings.

Every incident involving violation of the alcohol policy will be documented in writing and placed in the resident’s file. These reports will be acted on and kept in a confidential file and with the Conduct Officer or designee.

The Police may be notified if underage drinking is a concern.

The alcohol policy allows for various degrees of offenses which are outlined as follows:

If you are found to be in violation of the alcohol policy with a minor alternative and more severe disciplinary action will be taken.

Confiscation of marijuana and related marijuana paraphernalia (pipes, bowls, bongs, grinders, etc.) will be retained by the Conduct Officer for Judicial Board proceedings.

KEGS: Removal of resident from the Residence Halls within 24 hours. Trespassed for one academic year. Forfeit of deposit.
1st violation: Educational component. *Students will have five school days to make arrangements with the Counselor or will be subject to $100.00 fee.

2nd violation: $250.00 fine

3rd violation: Removal of resident from Residence Hall, trespassed from the premises for one academic year, and forfeit of deposit.

ASSULT

Assault is strictly prohibited on college property and Alpine Village. As assault can consist of a physical altercation, a physical response, a verbal altercation, and or verbal response. If a student is found to have been involved in an assault at Alpine Village, severe disciplinary decisions will be made including but not limited to suspension and or expulsion and immediate removal from the residence halls.

DESTRUCTION OF PROPERTY, (Intentional) (punching holes in walls, burning or carving furniture, breaking furniture, etc…….)

The College maintains the consent to remove a student(s) if the destruction / vandalism or negligence is deemed severe. Students who are found guilty of this section of the Housing Handbook maybe subject to removal from Residence Hall.

1st violation: $150.00 fine for malicious intent plus the replacement/repair costs

2nd violation: $200.00 fine, Repair/replacement costs, student placed on probation status

3rd violation $250.00 fine, Replacement costs, Removal from the residence housing units, forfeit of damage deposit.

FIRE ALARMS/ SMOKE DETECTORS

In the case of a fire alarm, all residents are expected to leave the building. NO EXCUSES! Failure to evacuate will subject a student to disciplinary action.

Tampering with fire alarm(s)/ Smoke Detectors is a violation of the Minnesota State Fire Code and will subject an individual to fines from $500 to $1000 and/or imprisonment. Tampering includes the disconnection of wires, removal of batteries, and removal of entire fire/smoke detector unit. Students who are found to be in violation of fire alarm/smoke detector policy will be referred to Virginia Fire Department for additional fines up to $1000.00. If a smoke detector/fire alarm is removed, batteries removed or disconnection from its original location, students will be found to be in violation of this policy.

1st violation: $100.00 fine

2nd violation: $300.00 fine

3rd violation: $500.00 fine, Removal from the residence housing units, forfeit of damage deposit.

FIRE DRILL PROCEDURE

As part of our housing regulations and precautionary measures, we now have a formalized procedure to follow in the event of a fire at our facility. Please read through this information and make note of your role in such a situation. It is important to safely evacuate and account for everyone living in the housing units.

1. In case of fire, evacuate your apartment/bedroom immediately. Assess your situation. KNOW WHERE YOUR EXITS ARE & practice your exist routes. The 2 exits for each apartment are the door and the window. Use whichever avenue is safest and furthest from the fire itself. REMEMBER to close ALL DOORS BEHIND YOU. This will prevent the spread of smoke and fire within the unit.

2. If you can, try to get everyone out of the unit. Do your best to account for everyone in your apartment. Obviously, do not put yourself in harm’s way, but if you are able to make sure all of your roommates are safe, it will be great help to the fire department.

3. Call “911” from a safe, alternative area. DO NOT CALL FROM THE APARTMENT THAT HAS A
FIRE. Go to a separate building or apartment and notify the fire department as soon as you can. If you can, go to the Housing Manager’s apartment 101. DO NOT ASSUME THAT SOMEONE ELSE HAS ALREADY CALLED THE FIRE DEPARTMENT.

4. Proceed to the designated “safe” area NEXT TO THE FRONT ENTRANCE TO THE COLLEGE’S GYMNASIUM AREA. This is very important because we need to account for everybody. At this time, one of the housing staff will be in forming the fire department of who is and isn’t out of the housing units. YOUR KNOWLEDGE OF WHO IS HOME AND WHO IS GONE IS CRUCIAL. It is imperative that everyone congregates at the designated spot.

   a. You would only evacuate the building in which the fire was taking place. The more people at the safe spot, the harder it will be to account for those in immediate danger. If the fire department deems it necessary, they will make the call to evacuate the other buildings.

FIREARMS AND OTHER WEAPONS
Students who have a firearm/bow are allowed to store that firearm/bow with the Residential Life Director. Students will check-in and check-out their firearm/bow with the Residential Life Director. Students are allowed to store their firearm/bow in a locked vehicle in the event that the Residential Life Director is not available. Students will provide a 24 hour notice to the Residential Life Director of a requested check-out time. Students will be given a time from the Residential Life Director to pick-up the firearm/bow.

Students will call or text the Residential Life Director when they have returned to campus and are requesting a firearm/bow check-in. At no time is the firearm/bow to be out of case during transport. Firearms will remain unloaded at all times on campus, and during storage on campus. At no time are handguns allowed on campus or in Alpine Village. Handguns are strictly prohibited.

Ammunition will be stored with the Residential Life Director. Students are not allowed to store any spent or unspent round, casing, gun power, broad heads or reloading equipment in their on-campus apartment.

GAMBELING
Gambling is strictly prohibited. Students will face suspension or possible expulsion from Mesabi Range College and removal from Residence Hall.

GUEST POLICY
As adults, the students of Alpine Village are responsible for their behaviors and for the behaviors of their guests. A guest who is conducting him or herself in a disorderly manner and/or who is creating a disturbance to individuals residing in the building will be immediately asked to leave. Disciplinary action may be imposed on both the guest and the resident responsible for his or her guest.

Guests who are under the age of 18 may not enter Alpine Village unless they are a family member of a resident. The residential life staff has the right to ask for identification of any individual. Unescorted or unregistered guests may be asked to leave the community immediately. If a resident of Alpine Village has a guest in the apartment after the quiet hours, the student must notify the Residential Life Director (RLD).

Residents may have guests stay overnight in their apartment. It is your obligation to those with whom you reside to keep them informed of your plans for guests and to be considerate of their rights as individuals to reside comfortably and in privacy. Any problems resulting from guests’ conduct, length of stay, or frequency of visits will be reviewed by the Residential Life Director with the possibility of termination of an individual guest's visitation for any length
of time. **No guests under the age of 18 are allowed in Alpine Village.** With roommates' consent, guests can stay for no more than 7 days per month. **No more than 72 hours consecutively.**

**ILLEGAL DRUGS**

Possession, suspected/confirmed dealing, or consumption and/or use of certain drugs is prohibited. These drugs are against state and federal laws and include, amphetamines, barbiturates, hallucinogens, and narcotics. Use of these or other illegal substances may lead to police notification. This includes prescription drugs. If a student has in possession or access to prescription drugs that are not prescribed to that student. Residents will be fined and removed from the housing units. Students who are subject to housing removal will forfeit their damage deposit.

1st violation: Removal of resident from Residence Hall and trespassed from the premises for one academic year. Forfeit of deposit. **YOU WILL BE CHARGED $250.00 in addition to other disciplinary actions that may follow.**

**NOISE LEVELS**

The Residential Life Team will assist you in understanding the acceptable levels of noise in the residence halls. It is the expectation of the Residence Hall Staff that you will be courteous to your roommates' and your neighbors' wishes for sleep and study, particularly during evening hours. Excessive noise at any time will not be tolerated and may result in a fine. Violations of this policy may result in a fine and/or other possible disciplinary sanctions.

Sunday-Thursday: 11:00 PM through 7:00 AM
Friday and Saturday: 12:00 PM through 7:00 AM

**THEFT**

The unauthorized use and or possession of property, materials, and or other artifacts will be subject to disciplinary measures. Students found to be in violation of the theft section of the Housing Handbook may face **IMMEDIATE** removal from the Residence Hall.

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Policy 1B.1
**Nondiscrimination in Employment and Education Opportunity**

Reviewed November 2013

Mesabi Range College is committed to a policy of nondiscrimination in employment and education opportunity. No person shall be discriminated against in the terms and conditions of employment, personnel practices, or access to and participation in, programs, services, and activities with regard to race, sex, color, creed, religion, age, national origin, disability, marital status, status with regard to public assistance, sexual orientation, or membership or activity in a local commission as defined by law.

Harassment of an individual or group on the basis of race, sex, color, creed, religion, age, national origin, disability, marital status, status with regard to public assistance, sexual orientation, or membership or activity in a local commission has no place in a learning or work environment and is prohibited. Sexual violence has no place in a learning or work environment. Further, the Mesabi Range College shall work to eliminate violence in all its forms. Physical contact by College staff members may be appropriate if necessary to avoid physical harm to persons or property.

This policy is directed at verbal and physical conduct that constitutes discrimination/harassment under state and federal law and is not directed at the content of speech. In cases in which verbal statements and other forms of
expression are involved, Mesabi Range College will give due consideration to an individual's constitutionally protected right to free speech and academic freedom.

RACIAL DISCRIMINATION/HARASSMENT

Racial discrimination is prohibited by state and federal law. Racial discrimination is defined as conduct that is directed at an individual because of his/her race, color, or national origin or that of his/her spouse and that subjects the individual to different treatment by agents or employees so as to interfere with or limit the ability of the individual to participate in, or benefit from, the services, activities, or privileges provided by the College or otherwise adversely affects the individual's employment or education.

Racial harassment is a form of race discrimination which is prohibited by state and federal law. Racial harassment is defined as verbal or physical conduct that is directed at an individual because of his/her race, color, or national origin or that of his/her spouse and that is sufficiently severe, pervasive, or persistent so as to have the purpose or effect of creating a hostile work or educational environment. Racial harassment may occur in a variety of relationships, including faculty and student, supervisor and employee, student and student, staff and student, employee and employee, and other relationships with other persons having business at or visiting the educational environment.

SEX DISCRIMINATION/HARASSMENT AND VIOLENCE

Sex discrimination is prohibited by state and federal law. Sex discrimination is defined as conduct that is directed at an individual because of his/her gender or that of his/her spouse and that subjects the individual to different treatment so as to interfere with or limit the ability of the individual to participate in, or benefit from, the services, activities, or privileges provided by the College or otherwise adversely affects the individual's employment or education.

Sexual harassment is a form of sex discrimination which is prohibited by state and federal law. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, and other verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education, evaluation of a student's academic performance, or term or condition of participation in student activities or in other events or activities sanctioned by the College; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions or other decisions about participation in student activities or other events or activities sanctioned by the College; or
3. Such conduct has the purpose or effect of threatening an individual's employment; interfering with an individual's work or academic performance; or creating an intimidating, hostile, or offensive work or educational environment.

Sexual harassment may occur in a variety of relationships, including faculty and student, supervisor and employee, student to student, employee to employee, and other persons having business with or visiting the educational environment. Sexual harassment may occur when it is directed at members of the opposite gender or when it is directed at members of the same gender. It includes, but is not limited to:

- Unwelcome pressure for sexual activity;
- Unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact; physical contact may be appropriate, if necessary to restrain individuals to avoid physical harm to persons or property;
- Demands for sexual favors or promises of preferential treatment with regard to an individual's employment or educational status accompanied by implied or overt threats concerning an individual's employment or educational status; or
• Unwelcome behavior or words of a sexual nature directed at an individual because of gender.

**Sexual violence:** Acts of sexual violence are criminal behaviors and create an environment contrary to the goals and missions of the system and colleges and universities. Acts of sexual violence include:

1. Forcible acts, which include non-consensual sexual contact, and/or sexual contact in which the victim is incapable of giving consent (such as when the complainant is under the influence of alcohol or drugs);

2. Nonforcible sex acts such as incest and statutory rape; and

3. The threat of an act of sexual violence. Sexual violence may include, but is not limited to:
   - touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex; or
   - coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts; or
   - coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
   - Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

**Sexual harassment and violence as sexual abuse.** Under certain circumstances, sexual harassment or violence may constitute sexual abuse according to Minnesota law. In such situations, the system office and colleges and universities shall comply with the reporting requirements in M.S. Section 626.556 (reporting of maltreatment of minors) and M.S. Section 626.557 (Vulnerable Adult Protection Act). Nothing in this policy will prohibit the College from taking immediate action to protect victims of alleged sexual abuse.

**Non-consensual Relationships.** Substantial risks are involved even in seemingly consensual romantic/sexual relationships where a power differential exists between the involved parties. The respect and trust accorded a faculty member or other employee by a student, as well as the power exercised by faculty in giving grades, advice, praise, recommendations, opportunities for further study or other forms of advancement may greatly diminish the student's actual freedom of choice concerning the relationship. Similarly, the authority of the supervisor to hire, fire, evaluate performance, reward, make recommendations, assign and oversee the work activities of employees may interfere with the employee's ability to choose freely in the relationship. Further, it is inherently risky where age, background, stature, credentials or other characteristics contribute to the perception that a power differential exists between the involved parties which limits the student or employee's ability to make informed choices about the relationship.

Claims of a consensual romantic/sexual relationship will not protect individuals from sexual harassment charges nor guarantee a successful defense if charges are made. It is the faculty member, supervisor or staff who will bear the burden of accountability because of his/her special power and responsibility, and it may be exceedingly difficult to use mutual consent as a defense. Therefore, all employees should be aware of the risks involved in entering into a romantic/sexual relationship where there is a superior/subordinate relationship.

**SEXUAL ORIENTATION DISCRIMINATION/HARASSMENT**

**Sexual orientation discrimination** is prohibited by state law. Sexual orientation discrimination is defined as conduct that is directed at an individual because of his/her sexual orientation and that subjects the individual to different treatment by agents or employees so as to interfere with or limit the ability of the individual to participate in, or benefit from, the services, activities, or privileges provided by the College or otherwise adversely affects the individual's employment or education.

**Sexual orientation harassment** is a form of sexual orientation discrimination which is prohibited by state law. Sexual orientation harassment is defined as verbal or physical conduct that is directed at an individual because of his/her sexual orientation and that is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile work or educational environment. Sexual orientation harassment may occur in a variety of relationships, including faculty and student, supervisor and employee, student and student, staff and student, employee and employee, and other relationships with other persons having business at or visiting the educational environment.

**DISABILITY DISCRIMINATION/HARASSMENT**
Disability discrimination is prohibited by state and federal law. Disability discrimination as defined by law is conduct that is directed at an individual because of his/her mental/physical disability or that of his/her spouse and that subjects the individual to different treatment by agents or employees without legitimate nondiscriminatory reason so as to interfere with or limit the ability of the individual to participate in, or benefit from, the services, activities, or privileges provided by the College or otherwise adversely affects the individual's employment or education.

Disability harassment is a form of discrimination which is prohibited by state and federal law. Disability harassment is defined as verbal or physical conduct that is directed at an individual because of his/her mental/physical disability or that of his/her spouse and that is sufficiently severe, pervasive, or persistent so as to have the purpose or effect of creating a hostile work or educational environment. Disability harassment may occur in a variety of relationships, including faculty and student, supervisor and employee, student and student, staff and student, employee and employee, and other relationships with other persons having business at or visiting the educational environment.

COMPLAINTS OF DISCRIMINATION/HARASSMENT

Any member of the College community has the right to file a complaint or grievance if an incident(s) of discrimination or harassment occurs. Complaints should be issued in accordance with the Mesabi Range College Complaint/Grievance Policy. For complaints/grievances involving sexual harassment or sexual violence, please refer to the Mesabi Range College’s Sexual Harassment/Sexual Violence Policy. Any complaints of discrimination or harassment will be investigated and appropriate sanctions, if deemed necessary, will be strictly enforced.

Review/Revision History:
Revised 6/29/00
Reviewed through Shared Governance November 20, 2013

Policy 1B.3
Sexual Harassment and Sexual Violence Policy
Revised 12/18/2013

Mesabi Range College is committed to ensuring an educational and employment environment free of sexual harassment, sexual violence, or harassment based on sexual orientation. All members of the college are expected to report incidents of sexual harassment, sexual violence or assault, or harassment based on gender or sexual orientation. Sexual harassment is a violation of Section 703 of Title VII of the Civil Rights Act of 1964, as amended in 1972 (42 U.S.C.S. 2000e., et. seq.), the Minnesota Human Rights Law 363.03 subdivision 51. And Title IX of the Educational Amendments (20 U.S.C. 1681, et. seq.) and is punishable under both federal and state laws.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or education, evaluation of a student’s academic performance, or term or condition of participation in student activities or in other events or activities sanctioned by the College;
Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions or other decisions about participation in student activities or other events or activities sanctioned by the College; or

Such conduct has the purpose or effect of threatening an individual’s employment; interfering with an individual’s work or academic performance; or creating an intimidating, hostile, or offensive work or educational environment.

Sexual harassment may occur in a variety of relationships, including faculty and student, supervisor and employee, student to student, employee to employee, and other persons having business with or visiting the educational environment. Sexual harassment may occur when it is directed at members of the opposite gender or when it is directed at members of the same gender. It includes, but is not limited to:

1. Unwelcome pressure for sexual activity; or

2. Unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact; physical contact may be appropriate, if necessary to restrain individuals to avoid physical harm to persons or property; or

3. Demands for sexual favors or promises of preferential treatment with regard to an individual’s employment or educational status accompanied by implied or overt threats to concerning an individual’s employment or education status; or

4. Unwelcome behavior or words of a sexual nature directed at an individual because of gender; or

5. Visual harassment such as showing or displaying photos, drawings, cartoons, posters, computer screen savers and/or file names; or calendars of a sexual nature; leering or staring.
A victim of sexual harassment may seek resolution through informal procedures. Such action may include:

1. Tell the harasser that a specific behavior is unwanted and must stop immediately.
2. Write a letter to the harasser describing the incident(s) and informing the harasser that the behavior must stop immediately.
3. Keep records of date, time and place of each offensive incident, persons who may have seen or heard the activity, and the victims’ response. Also record steps taken to resolve the situation.
4. Look for verification and witnesses, or others who will substantiate the charges.

**Sexual violence:** Acts of sexual violence are criminal behaviors and create an environment contrary to the goals and missions of the system and colleges and universities. Acts of sexual violence include:

1. Forcible acts, which include non-consensual sexual contact, and/or sexual contact in which the victim is incapable of giving consent (such as when the complainant is under the influence of alcohol or drugs);
2. Nonforcible sex acts such as incest and statutory rape; and
3. The threat of an act of sexual violence. Sexual violence may include, but is not limited to:
   - touching, patting, grabbing or pinching another person’s intimate parts, whether that person is of the same sex or the opposite sex;
   - coercing, forcing, or attempting to coerce or force the touching of anyone’s intimate parts;
   - coercing, forcing, or attempting to coerce or force the sexual intercourse or a sexual act on another; or
   - threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

**Sexual harassment and violence as sexual abuse.** Under certain circumstances, sexual harassment or violence may constitute sexual abuse according to Minnesota law. In such situations, the system office and colleges and universities shall comply with the reporting requirements in M.S. Section 626.556 (reporting of maltreatment of minors) and M.S. Section 626.557 (Vulnerable Adult Protection Act). Nothing in this policy will prohibit the College from taking immediate action to protect victims of alleged sexual abuse.

**Non-consensual Relationships.** Substantial risks are involved even in seemingly consensual romantic/sexual relationships where a power differential exists between the involved parties. The respect and trust accorded a faculty member or other employee by a student, as well as the power exercised by faculty in giving grades, advice, praise, recommendations, opportunities for further study or other forms of advancement may greatly diminish the student’s actual freedom of choice concerning the relationship. Similarly, the authority of the supervisor to hire, fire, evaluate performance, reward, make recommendations, assign and oversee the work activities of employees may interfere with the employee’s ability to choose freely in the relationship. Further, it is inherently risky where age, background, stature, credentials or other characteristics contribute to the perception that a power differential exists between the involved parties which limits the student or employee’s ability or make informed choices about the relationship.

Claims of a consensual romantic/sexual relationship will not protect individuals from sexual harassment charges nor guarantee a successful defense if charges are made. It is the faculty member, supervisor or staff who will bear the burden of accountability because of his/her special power and responsibility, and it may be exceedingly difficult to use mutual consent as a defense. Therefore, all employees should be aware of the risks involved in entering into a romantic/sexual relationship where there is a superior/subordinate relationship.
Reporting and Resolution of Sexual Harassment/Sexual Violence

The Mesabi Range College encourages the reporting of any and all suspected incidents of sexual harassment and sexual violence.

If you have experienced sexual harassment or sexual violence or have questions about sexual harassment, you and/or a person of your choice should see one of the colleges Sexual Harassment Officers:

Kelly Bakk  749-7765 (Virginia)

You may also ask any student or employee to communicate with a contact person or designated officer for you.

A victim of sexual harassment/sexual violence may seek resolution through formal procedures by making a verbal or written complaint to the Sexual Harassment Officer, or to any other employee of the College. Any student or employee who receives a complaint or information about sexual harassment/sexual violence will notify the Sexual Harassment Officer within two working days. If the complaint is against the Sexual Harassment Officer, the verbal or written complaint will be made directly to the Provost, who will follow the procedures contained in this policy.

Individuals interested in filing a formal complaint must present a written statement which includes the nature of the complaint, facts upon which the charge is based, and the resolution being requested.

An individual has the right to choose alternative complaint procedures, and this policy does not deny the right of an individual to pursue other means of complaint. Along with or instead of Mesabi Range College’s complaint/grievance procedure, victims have the right to contact or file complaints with the Minnesota Department of Human Rights or to initiate civil action.

Victims of sexual violence have the right to file criminal charges. Mesabi Range College encourages the reporting of any and all incidents of sexual violence to a law enforcement agency. Mesabi Range College will provide advocacy and support, through a counselor, for any person who chooses to report a crime of sexual violence.

A report of sexual violence that is made to the college will be reported to law enforcement by the Sexual Harassment Officer only with the permission of the victim, except when the laws pertaining to minors and vulnerable adults apply.

Investigation of Sexual Harassment/Sexual Violence

1. The Sexual Harassment Officer shall authorize an investigation within five (5) working days of receiving information, a report or complaint alleging sexual harassment/sexual violence. This investigation may be conducted by the Sexual Harassment Officer or by a third party designated by the College. The investigation shall begin within five (5) working days after the Sexual Harassment Officer or appropriate college administrator has been notified of an incident.

2. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods deemed pertinent by the investigator.

3. All persons may have in their presence a support person of their choice during all contacts with the Sexual Harassment Officer and authorized investigator. This support person may participate in these interviews to the extent that data privacy allows.

4. In determining whether alleged conduct constitutes sexual harassment/sexual violence, the investigator will consider the surrounding circumstances, the nature of the sexual advances, the relationship(s) between the parties, and the context in which the alleged incident(s) occurred. Whether a particular action or incident constitutes sexual harassment/sexual violence requires a determination based on all the facts and surrounding circumstances.

5. The College may take immediate steps, at its discretion, to protect the complainant, other students and/or
employees, pending completion of the investigation of alleged sexual harassment/violence.

6. Upon completion of the investigation, the Sexual Harassment Officer shall make a report to the appropriate college administrator within five (5) working days after the investigation has been completed. In cases of sexual violence, a report will also be forwarded to Minnesota State.

**College Action**

A. Upon receiving a report from the Sexual Harassment Officer indicating that the complaint is valid, and that sexual harassment/sexual violence has occurred, the appropriate college administrator will take appropriate action, based on the results of the investigation.

B. Within five (5) working days of completing the investigation, the appropriate college administrator shall notify the complainant in writing of the investigation and any disciplinary action taken as a result of the complaint.

C. The College will not discipline any person who has, in good faith, reported sexual harassment/sexual violence when an investigation determines that sexual harassment has not occurred.

D. Any College action taken pursuant to this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota Statutes and polices. Mesabi Range College will take disciplinary action it deems necessary and appropriate to end incidents of harassment or sexual violence and prevent their recurrence. Disciplinary action toward employees may include, but is not limited to, counseling, warning, suspension, or termination; disciplinary action toward students may include, but is not limited to, counseling, warning, probation, suspension, or expulsion.

**Right to Appeal**

A. The complainant or the accused shall have the right to appeal decisions resulting from this policy.

B. A written appeal must be made to the Provost within five (5) working days after notification of the decision which is being appealed.

C. The Provost will make a decision within five (5) working days of hearing the appeal and notify the appellant.

D. Further appeals may be made to Minnesota State.

E. During the time of appeal and review, disciplinary action taken as a result of the complaint will be enforced.

**Non-Harassment**

The College recognizes that not every advance or comment of a sexual nature constitutes harassment. Whether a particular action or incident is harassment or is inappropriate without a discriminatory effect on employment or education requires a determination based on all the facts and surrounding circumstances. False accusations of sexual harassment can have a serious detrimental effect on innocent parties.

**Bill of Rights for Victims of Sexual Violence**

A. Victims of sexual violence have the right to file criminal charges.

B. Within one working day of being requested to do so by the victim, the Sexual Harassment Officer will notify appropriate law enforcement and disciplinary officials of an incident of sexual violence.

C. The victim has the right to participate in and be present at any disciplinary proceeding concerning a sexual violence complaint. The victim’s attorney and/or other support person may also be present at such proceedings.

D. Mesabi Range College will notify the victim of the outcome of any campus disciplinary proceeding concerning a sexual violence complaint, consistent with laws relating to data practices.
E. At the discretion of law enforcement authorities, Mesabi Range College will be complete and prompt in obtaining, securing and maintaining evidence in connection with an incident of sexual violence.

F. Mesabi Range College will preserve for a victim or complainant materials relevant to a campus disciplinary proceeding.

G. At the victim’s request, Mesabi Range College will shield the victim from unwanted contact with the alleged assailant. If such a request is made, all attempts will be made to provide alternative classes or work opportunities.

Further Actions for Victims of Sexual Violence

1. Seek assistance from a counselor, therapist, advocate, or support group.

2. Contact the Sexual Assault Program of Northern St. Louis County, 749-4725 or 1-800-300-3102, or Range Women’s Advocates, 749-5054 or 1-800-232-1300.

3. If you have not done so already, report to law enforcement at a time when you are ready.

4. Contact the Office of Crime Victims’ Ombudsman, at 612-642-0397 or 1-800-237-0390, if you feel your rights have been violated or that you have been treated unfairly by the criminal justice system.

5. Contact the Minnesota Crime Victims Reparations Board, 1-800-657-3704, to determine if you are eligible for assistance with financial losses due to the crime.

UNRESOLVED QUESTIONS OR GRIEVANCES

Discrimination complaints or grievances not addressed or processed by means of this policy may be referred to:

Commissioner of Human Rights
Minnesota Department of Human Rights
190 East 5th Street, Suite 700
St. Paul, MN 55101
1-800-657-3704

Questions about sexual harassment and sexual violence can also be directed to:

Office of the Attorney General
102 State Capitol
St. Paul, MN 55155-1002
612-297-4193 or 1-800-657-3787

Review/Revision History:
Revised 10/12/00
Revised 12/18/13
Updated with new logo and name 8/15

Disability Discrimination/Harassment

State and federal law prohibit disability discrimination. Disability discrimination as defined by law is conduct that is directed at an individual because of his/her mental/physical disability or that of his/her spouse and that subjects the individual to different treatment by agents or employees without legitimate nondiscriminatory reason so as to interfere with or limit the ability of the individual to participate in, or benefit from, the services, activities, or privileges provided by the College or otherwise adversely affects the individual's employment or education.
Disability harassment is a form of discrimination, which is prohibited by state and federal law. Disability harassment is defined as verbal or physical conduct that is directed at an individual because of his/her mental/physical disability or that of his/her spouse and that is sufficiently severe, pervasive, or persistent so as to have the purpose or effect of creating a hostile work or educational environment. Disability harassment may occur in a variety of relationships, including faculty and student, supervisor and employee, student and student, staff and student, employee and employee, and other relationships with other persons having business at or visiting the educational environment.

Complaints of Discrimination/Harassment: Any member of the College community has the right to file a complaint or grievance if an incident(s) of discrimination or harassment occurs. Complaints should be issued in accordance with the Mesabi Range Community College Complaint/Grievance Policy. For complaints/ grievances involving sexual harassment or sexual violence, please refer to the Mesabi Range Community and Technical College Sexual Harassment/Sexual Violence Policy. Any complaints of discrimination or harassment will be investigated and appropriate sanctions, if deemed necessary, will be strictly enforced.

Reporting and Resolution of Sexual Harassment/Sexual Violence: Mesabi Range Community College encourages the reporting of any and all suspected incidents of sexual harassment and sexual violence. If you have experienced sexual harassment or sexual violence or have questions about sexual harassment, you and/or a person of your choice should see one of the college’s Officials: (See Student Handbook for more details)

Kelly Bakk, Virginia Campus Counselor, Title IX Coordinator  218-749-7765  
Kevin Langdon, Eveleth Campus, Disability Director, Title VI  218-744-7471  

You may also ask any student or employee to communicate with a contact person or designated officer for you.

STUDENT CODE OF CONDUCT

PURPOSE AND BASIS OF AUTHORITY

Mesabi Range College’s Code of Conduct serves two purposes: the first purpose is to serve as a guide for student behavior; the second purpose is to outline the procedures to be followed, both by students and college officials, should violations of the Code occur. It is expected that all students will read this code and will be responsible for knowing and abiding by its content.

In the eyes of the College, two authorities guide a student's conduct while on campus or while participating in off-campus, college-sponsored activities. First, as a citizen of the larger community, each student is expected to abide by the rules, regulations, and policies of the College as well as local, state, and federal laws. Copies of the policy manual containing all of the policies which govern the MinnState System are available in the MRC Library and in the Administration Offices.

PHILOSOPHY

As an institution dedicated to teaching and learning, Mesabi Range Community & Technical College has a vested interest in maintaining an environment in which students are free to pursue their academic interests and responsibilities. Conduct that unreasonably restricts such freedom and interferes with the College's mission of promoting student learning is subject to regulation and/or sanction by the College. The creation of such an environment is premised on the assumption that students have both rights and responsibilities. Therefore, a major function of the College is to guarantee student rights, yet to demand student responsibility.

STUDENT RIGHTS

The rights of students of MRC derive both from their status as students and from their status as citizens of the state and nation. These rights include, but are not limited to, the following:
1. Students have the right to freedom from discrimination or harassment on the basis of race, ethnicity, gender, sexual orientation, religion, creed, political beliefs, national origin, or disability.

2. Students have the right to be safe and free from all physical violence.

3. Students have the right to expect that their personal property will be safe from theft, damage, and destruction.

4. Students have the right to accurate and timely information regarding academic issues, such as course requirements and expectations, and graduation requirements.

5. Students have the right to expect that all of their records will be maintained in accordance with the Family Educational Rights and Privacy Act of 1974.

6. Students have the right to fair and impartial treatment and due process in the investigation of any alleged violation.

7. Students have the right to expect fair, consistent, and appropriate discipline, in line with the disciplinary policies authorized by the MinnState Board, if they are found guilty of violating a rule or regulation.

8. Students have the right to grieve actions and policies which they consider unfair and inconsistent.

9. Students have the right to freely engage in inquiry and discussion - the cornerstone of education at MRC. Therefore, in accordance with the guarantees of federal and state constitutions, students have the right to speak, write, and discuss freely all ideas relevant to their educational development.

**STUDENT RESPONSIBILITIES/CONDUCT VIOLATIONS**

Students are responsible to know of and abide by all the rules and regulations of MRC. Many of these rules and regulations are simple extensions of those existing in the larger community, and some are unique to the College setting. These rules and regulations apply to both campus and off-campus college-sponsored activities. Violations of these rules and regulations will result in disciplinary action. Violations will include, but not be limited to, the following:

1. **Academic dishonesty** including, but not limited to, cheating, plagiarism, misrepresentation of student status, resume falsification, and unacknowledged use of materials prepared by another person or agency engaged in selling or otherwise providing term papers or other academic materials. Plagiarism includes, but is not limited to, the use by paraphrase or direct quotation, the published or unpublished work of another person without full and clear acknowledgment.

2. Intentionally or recklessly interfering with normal college or college-sponsored activities including, but not limited to, teaching, research, college administration, fire, police or other emergency services, ceremonial events, scheduled interviews, extracurricular activities or other functions on college premises or officially arranged college activities off campus.

3. Intentionally, recklessly or negligently causing physical harm to any person on college premises or at college-sponsored activities. This includes engaging in any form of fighting.

4. Physically detaining or restraining any other persons or removing such persons from any place where they are authorized to remain.

5. Intentionally, recklessly, or negligently placing any person under mental duress or causing any person to be in fear of physical danger through verbal abuse, harassment (including repeated phone calls), sexual
harassment, hazing, intimidation, threats or other conduct which threatens or endangers that person's emotional, mental or physical well-being.

6. **Criminal sexual behavior** including, but not limited to, the implied use or threatened use of force to engage in any sexual activity against a person's will and/or engaging in such behavior with a person who is unconscious, substantially mentally impaired (including intoxicated); intentionally touching another person's genitals, buttocks, or breasts without the person's consent; indecent exposure; voyeurism.

7. Use or possession of weapons on college premises, unless expressly authorized by the College. "Weapon" is broadly defined to include, but is not limited to, all firearms (including BB guns), dangerous knives, explosives, explosive fuels, dangerous chemicals, billy clubs, and fireworks.

8. Intentionally or recklessly activating a fire alarm without cause; damaging fire safety equipment or initiating a false report; warning or threat of fire, explosion or other emergency on college premises.

9. The use, possession, distribution or in the presence of any controlled substance or **drugs** and/or drug paraphernalia on college premises.

10. Use, possession, distribution or in the presence of alcohol on college premises except as expressly permitted by college policy.

11. Reporting to campus while under the influence of a controlled substance, except as prescribed by a physician, which affects alertness, coordination, reaction, response, judgment, decision-making, or safety.

12. Use of any tobacco product in college buildings or classrooms including a lighted cigarette, cigar, or pipe, the use of any smoking material, or smokeless tobacco.

13. Knowingly furnishing false information to college personnel; or the knowledgeable passing of an insufficient funds check or fraudulent money order in payment of any financial obligation to the college.

14. **Forgery**, unauthorized alteration or unauthorized use of any college document or instrument of identification.

15. **Theft**, attempted theft, unauthorized borrowing or use of any college property or service wherever located, or the theft, attempted theft, or unauthorized borrowing or use of public or private property on college premises.

16. Possessing, making, or causing to be made any key to operate locks or locking mechanisms on campus without proper authorization including using or giving to another a key for which there has been no proper authorization.

17. Unauthorized presence in, or use of college premises, facilities or property including, but not limited to, unauthorized presence in another student's residence hall room or any college building.

18. Refusing to depart from any property or facilities of the college upon direction by college officials or other persons authorized within the regulations of the college.

19. Rollerblading, roller skating and skateboarding in all college buildings including the residence halls.

20. Unauthorized or fraudulent use of the college facilities, telephone system, mail system or computer system or use of any of the above for any illegal act or any act prohibited by the Code of Conduct.

21. **Deliberate destruction of**, damage to, malicious use of, or abuse of any college property, wherever located, or the deliberate destruction, damage to or malicious use of public or private property on college premises.
22. Failure to comply with the directions of college officials including, but not limited to, residence hall staff, faculty or administrators acting in the performance of their duties; failure to present identification upon request of college personnel in the performance of their duties.

23. Gambling for money or other things of value on campus or at college-sponsored activities except as permitted by law.

24. Falsely claiming to represent the college or a student organization of the college.

25. Actions which unreasonably interfere, obstruct or prevent the regular and essential operations of the college or infringe upon the rights of others to freely participate in its programs and services. This may include, but is not limited to, intentionally and substantially interfering with the freedom of expression of others; participating in a campus demonstration which disrupts the normal operations of the college, intentionally obstructing or interfering with the freedom of pedestrian or vehicular movement on campus.

26. Violation of published college policies, rules or regulations including, but not limited to, smoking, solicitation, distribution of literature, sexual harassment, residence hall agreement, and amplification and loud speaker use.

27. Parties and/or large gatherings, which disturb the peace of campus residences or off-campus neighborhoods.

28. Apparent or alleged violation of local ordinances, federal or state laws on college premises or at college-sponsored or supervised activities, where said violation poses a substantial threat to the safety and/or welfare of campus community members.

29. Attempts and complicity: attempts to commit acts prohibited by this code, or encouraging others to commit acts prohibited by this code will be punished to the same extent as if one had committed the prohibited act.

30. Interfering with the judicial procedures or outcomes including, but not limited to, falsification, distortion or misrepresentation of information before a hearing officer or judicial panel; knowingly initiating a complaint without cause; or failure to comply with the sanction(s) imposed by either a hearing officer or administration.

31. Hazing, "an act which endangers the mental or physical health or safety of a person, subjects a person to public humiliation or ridicule, or which destroys or removes public or private property, for the purpose of initiation, admission into, affiliation with, or as a condition for continued membership in, a group, organization, or athletic team." Disciplinary action can be taken against both individuals and organizations for hazing violations, whether occurring on or off campus. Officers will serve as the representatives of the organization during any hearing.

**COLLEGE SANCTIONS FOR CONDUCT VIOLATIONS**

A Student Conduct Officer or Judicial Panel may impose any of the following possible sanctions as warranted by the facts, evidence and type and severity of the offenses. Previous incidents of misconduct by the accused student may also be considered in arriving at the applicable sanction(s).

- **Warning:** A notice in writing to the student that the student is violating or has violated institutional regulations.

- **Probation:** A written reprimand for violation of specified regulations. Probation is for a designated period of time and includes the probability of more severe disciplinary sanctions if the student is found to be violating any institutional regulation(s) during the probationary period.

- **Loss of Privileges:** Denial of specified privileges for a designated period of time.
- **Fines:** A monetary sanction may be imposed.
- **Restitution:** Compensation for loss, damage or injury. Monetary payment, material replacement, or appropriate service is required to the college or other persons, groups or organizations for damages incurred.
- **Discretionary Sanctions:** Work assignments, service to the college, counseling or referral to community agencies or other related discretionary assignments (such assignments must have the prior approval of the conduct officer). Failure to participate as directed by result in the imposition of additional sanctions.
- **Stayed Eviction:** Student discipline is stayed until student violates another condition of the Housing Code of Conduct.
- **Residence Hall Suspension:** Separation of the student from the residence hall for a definite period of time after which the student is eligible to return. Conditions for readmission may be specified.
- **Residence Hall Expulsion:** Permanent separation of the student from the residence hall.
- **College Suspension:** Separation of the student from the college for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified.
- **College Expulsion:** Permanent separation of the student from the college.
- **Confiscation:** Confiscation of property or goods used or possessed in violation of college rules and may not be subject to return to the student.

More than one of the sanctions listed above may be imposed for any single violation.

Other than college suspension or expulsion, disciplinary sanctions shall not be made part of the student's permanent academic record, but shall become part of the student's confidential record.

The following sanctions may be imposed upon groups or organizations:
1. Those sanctions listed above;
2. **Deactivation:** Loss of all privileges, including college recognition, for a specified period of time.

In each case in which a conduct officer or adjudication panel determines that a student has violated the Student Code of Conduct, the sanction(s) shall be determined and imposed by the conduct officer. Following the determination and imposition of sanctions, the conduct officer or Judicial Panel shall advise the accused in writing of the determination and of the sanction(s) imposed, if any.

**Judicial Process**

Allegations of discrimination, protected class harassment (including sexual harassment), or sexual violence shall be adjudicated under separate procedures in accordance with the college's policies on these issues, but violators may be subject to the sanctions described in this Student Code of Conduct.

Allegations of academic dishonesty may be adjudicated under separate procedures in accordance with the College's policies on these issues, but violators may be subject to the sanctions described in this Student Code of Conduct.
Student Rights & Due Process

Disciplinary action against individual students or groups of students must be administered in the context of a unified and coordinated set of campus regulations and processes to ensure fair, equitable and legal outcomes. Each person involved in the administration of the Student Code of Conduct of MRC will set as a goal the fair, objective and humane approach in all conduct cases. Consistent treatment in disciplinary action is another goal. Each case, however, must be recognized as a highly individual matter, and consistency for the sake of consistency should not be the dominant concern. Those involved in administering the Student Code of Conduct should be aware that their efforts are primarily directed toward:

A. Protecting the integrity and order of the institution, and the morale and reputation of faculty, students and staff.

B. Educating the student involved with the conduct process so that he/she may learn to discipline himself/herself and accept responsibilities of membership in the College community.

C. Helping the student gain insight into the reasons and consequences of his/her behavior so that he/she may cope with future difficult situations more successfully.

The administration of the Student Code of Conduct should also guarantee procedural fairness to an accused student. Practices in disciplinary cases may vary in formality with the gravity of the alleged offense and the potential sanctions which may be applied. Sanctions shall be commensurate with the seriousness of the offense and may include suspension/expulsion from the residence hall and/or the College community. Repeated violations justify increasingly severe sanctions. In all cases, procedural fair play requires that a student charged with misconduct be informed of the nature of the charges, given a fair opportunity to refute them, that the institution not be arbitrary in its actions, and that there be provision for appeal of a decision. Therefore, persons making charges are required to provide pertinent information in writing and, if necessary, appear at a hearing.

Procedures

Investigation and informal process

Any member of the college community may file a written complaint alleging that a student or organization has violated student conduct proscriptions. Persons filing complaints shall be informed of their rights under the Minnesota Statute 13.04, subdivision 2. Following the filing of a complaint against a student, the Conduct Officer or Designee shall conduct an investigation of the allegations.

1. If the complaint seems unwarranted, proceedings may discontinue.

2. If there is sufficient evidence to support the complaint, the Conduct Officer shall offer the accused student an opportunity to resolve the alleged violation at an informal meeting. Prior to this meeting, the student shall be given written notice of the specific complaint against him/her and the nature of the evidence available to support the complaint and provided with a copy of the code of conduct. During the meeting the Conduct Officer shall review the complaint and the evidence with the student and allow the student to present a defense against the complaint. Within a reasonable time period following the meeting, the Conduct Officer shall inform the accused student in writing of his/her decision whether a violation of the code was established by a preponderance of evidence and any applicable sanction as well as options available for an appeal and/or a formal hearing.

3. A student who is subject to a sanction of expulsion or suspension, except summary suspension, for more than nine days may agree to accept the sanction, or may request a formal hearing prior to implementation of the sanction. Other sanctions shall be accepted or may be appealed.

4. If the accused student fails to appear for the informal hearing, the administrator may proceed to review and act upon the complaint in his/her absence and shall notify the student in writing of an action taken.

Formal Hearing and Due Process:
(for suspensions exceeding 9 days or expulsions)
A. Students referred for the formal adjudication process shall be given adequate advance notice in writing of the
time, place, and date of the meeting. A student's failure to appear at the meeting shall not prevent the meeting
from proceeding as scheduled. In all cases, the evidence in support of the charges shall be presented and
considered.

B. Within a reasonable time prior to the meeting, the student must be informed in writing of:
1. the charges,
2. the evidence to be presented against him/her,
3. and the nature of their testimony.

C. Proceedings shall be conducted by the Judicial Panel according to the following guidelines:
1. Proceedings normally will be conducted in private.
2. Admission of any person to the proceeding shall be at the discretion of the Judicial Panel.
3. In proceedings involving more than one accused student, the Judicial Panel in its discretion, may permit the
   proceedings concerning each student to be conducted separately.
4. A person filing a complaint and the accused have the right to have an advocate present at the time of the
   hearing. The advocate may be an attorney. A person filing a complaint and the accused are responsible for
   presenting their own cases and therefore, advocates are not permitted to speak or participate directly in any
   proceeding before the Judicial Panel. When there is likelihood that a student involved in conduct
   proceedings will face criminal prosecution for a serious offense, it may be advisable that the student have
   an attorney as the advisor.
5. The accused and the conduct officer shall have the privilege of presenting witnesses, subject to the right to
cross-examination by the Judicial Panel.
6. The Judicial Panel at the discretion of the panel may accept pertinent records, exhibits and written
   statements as evidence for consideration.
7. All procedural questions are subject to the final decision by the Judicial panel.
8. After the meeting, the Judicial Panel shall determine whether the student violated each section of the Code,
   which the student is charged with violating.
9. The determination shall be made on the basis of whether it is more likely than not that the accused student
   violated the Code.

D. There shall be a single record of the meeting before the Judicial Panel. The record shall be the property of the
college.

E. A written notice of findings and conclusions shall be provided to the student within five working days after the
hearing. The notice shall inform the student of any sanctions to be imposed and of the right to an appeal.
Where sanctions involve a suspension of over 9 days, the college shall inform the student that he or she has the
right to a contested case hearing under Minnesota Law (Minnesota State Statute 14).

To Appeal Judicial Board Decision:

Following the outcome of the formal hearing, a student may request an appeal hearing before the Campus Provost.
The request for an appeal to be heard must be submitted in writing to the Campus Provost within five days of the
date of the notification of the decision. Failure to file an appeal or request an extension in a timely manner
constitutes a waiver of any right to an appeal. The basis for an appeal will be limited to the following grounds:

1. The sanction is excessively severe.
2. New or newly discovered evidence of a nature, which may substantially affect the outcome of the hearing.
3. There was a procedural error that substantially affected the outcome of the hearing.

The appeal letter will be reviewed and, if there is adequate reason to believe that one or more of the grounds for
appeal has merit, an appeal hearing will be scheduled between the accused student and the Campus Provost. The
student's attorney or advocate may attend this meeting if criminal charges are pending against the student. In the
event that new evidence is relevant to the outcome of the decision, the Campus Provost may request a re-hearing by
the original panel. The Campus Provost will render a decision and notify the student in writing within a reasonable
period of time following the hearing. Appeals on grounds other than those listed above may be allowed if the
grounds can be adequately documented or supported. Suspensions lasting for more than ten days or expulsion from
the college may be listed on the student's official academic transcript. After a period of three years, the student may
make a request in writing to the Dean of Students that the notations of disciplinary action be removed from his/her
transcript. Decisions will be made based on the circumstances surrounding the request and the original offense.
Summary Suspensions

In certain circumstances, the Conduct Officer may impose a summary suspension prior to the informal or formal proceedings described in the previous articles. A summary suspension may be imposed only when, in the judgment of the administrator, the accused student's presence on the college or university campus would constitute a threat to the safety and well-being of members of the campus community. To the greatest extent possible before implementing the summary suspension, the accused student shall be given oral or written notice of the intent to impose summary suspension and shall be given an opportunity to present oral or written arguments against the imposition of the suspension. However, the refusal of a student to accept or acknowledge this notice shall not prevent the implementation of a summary suspension. Notice of the summary suspension shall be provided in writing to the student. After the student has been summarily suspended, the student shall be provided an opportunity for a formal or informal hearing within the shortest reasonable time period, not to exceed nine (9) school or business days. During the summary suspension, the student may not enter the campus without obtaining prior permission from the administrator.

Suspension/Expulsion That Exceeds Ten Days:

If sanctions result in suspension or expulsion for more than 9 days, an appeal may be made to an administrative law judge, Minnesota Statute Chapter 14 hearing, Minnesota State Hearing Examiners Office, St. Paul, Minnesota. The student may request a hearing. If the student desires a hearing, such student shall give written notification within five (5) days of receipt of written notice. If the student does not file an appeal within the five (5) days, any further right to appeal shall be waived. The hearing shall be conducted with the "Contested Case Procedures" which have been adopted by the Administrative Hearing Office. The "Contested Case Procedures" include the stipulation that an administrative law judge, appointed by the Chief Administrative Judge pursuant to Minnesota Statue 14., shall conduct the hearing. The attorney assigned to the College by the Attorney General shall represent the College at this hearing. The administrative law judge shall make a report which contains a recommendation to the College Provost.

Within a period of not fewer than twelve (12) days, nor more than twenty (20) days following receipt of the administrative law judge's report, a decision shall be made by the College Provost. The decision of the College Provost shall be final. During any appeal process, until a final decision has been made, the student shall have the right to attend classes and to continue other aspects of the College program, unless the process is the result of actions deemed harmful or potentially harmful to another person or property.

Where a closed hearing is held, as determined by the administrative law judge, all matters related to the situation in which a student is involved shall remain confidential with no release of any information to persons other than those involved in the hearing.

Off-campus Conduct:

The College may hold students accountable for a violation in behavior contained in the Code of Conduct which is committed off-campus when:

1. Hazing is involved; or
2. The violation is committed while participating in a college sanctioned or sponsored activity; or
3. The victim of the violation is a member of the college community;
4. The violation constitutes a felony under state or federal law; or
5. The violation adversely affects the educational, research, or service functions of the college.

Complaint/Grievance Policy

A student has a right to seek a remedy for a dispute or disagreement through a designed complaint process. Mesabi Range Community and Technical College believes in fairness to all students in helping them acquire the skills and knowledge necessary to be successful. It is also recognized that problems may arise which need to be resolved. This includes, but is not limited to, problems of discrimination on the basis of race, creed, color, gender, sexual orientation, national origin, age, marital status, status with regard to public assistance, religion, or disability.

The student(s) with a complaint or grievance may either go to an instructor, advisor, or counselor on either the Virginia or Eveleth campus. The student(s) may ask for advice, consultation, or assistance in filling out a complaint/grievance form which can be obtained from the Student Services Offices or on the MRC web site: http://www.mesabirange.edu/
Resolution is first attempted with the student(s) and person(s) involved. If a student is still not satisfied with this informal discussion and settlement after meeting with the counselor, the complaint will be forwarded to the appropriate administrator who will assure resolution in a prompt and equitable manner. The administrator receiving the complaint will respond within 10 working days from the date the written grievance is received. If the student is not satisfied with the administrator’s resolution or if the grievance involves a college policy or regulation, the student may appeal within 10 working days after the receipt of the administrative response to the College Provost. The Provost shall respond within 10 working days from the date the written grievance is received. The Provost’s decision is final and binding.

If the grievance involves a board policy or the actions of the College Provost, a student may further appeal the College decision on a state level by writing to the Chancellor of the Minnesota State Colleges and Universities, detailing the complaint or grievance and providing supporting documentation. The Chancellor shall try to resolve the complaint or grievance through communication with College Administration and the complainant. If either party is unsatisfied with the results of this effort, that party (or both parties) shall write to the Chancellor requesting a review before the Board. The Chancellor, after consulting the Attorney General’s Office, shall determine if the Board is empowered to act under Laws 1983, Chapter 258, within ten days of the receipt of a request.

**Time Limits:** Most time limits have been set at 10 business days; however, the student initially has twenty (20) days to initiate the grievance process. By mutual agreement of the student(s), college personnel, or system personnel, time limits may be extended. Saturdays, Sundays, holidays, and breaks in the academic calendar do not count.

1. If a grievance is not presented within the established time limits, it shall be considered as “waived.”

2. If a grievance is not appealed to the next step within the established time limits, it shall be considered settled on the basis of the last decision.

3. If, after presentation at any step, a college staff member does not discuss the grievance with the student(s) within the established time limits, the student(s) may treat the grievance as denied at that step, and may appeal the grievance to the next step.

4. If, after discussion, a college staff member does not answer a grievance within the established time limits, the student(s) may treat the grievance as denied at that step, and may appeal the grievance to the next step.

5. A copy of the written grievance and settlement involving an employee should be filed in the Provost’s Office (Virginia Campus). If the grievance and settlement do not result in discipline of the employee, no record shall be maintained. Maintenance of records shall be in compliance with the employee contract. Grievances against students shall be filed with the Conduct Officer (Jodi Pontinen, 749-7753, Virginia Campus).
## Schedule of Maintenance/Damage Charges

<table>
<thead>
<tr>
<th>Item</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrance Door</td>
<td>$600.00</td>
</tr>
<tr>
<td>Hardware</td>
<td>$105.00</td>
</tr>
<tr>
<td>Dead Bolt Lock / Fob System</td>
<td>$100</td>
</tr>
<tr>
<td>Light Bulbs</td>
<td>$6.00</td>
</tr>
<tr>
<td>Light Globes</td>
<td>$20.00</td>
</tr>
<tr>
<td>Outlet / Switch Covers</td>
<td>$2.00</td>
</tr>
<tr>
<td>Carpet / Carpet Tiles/ Flooring</td>
<td>Replacement Cost</td>
</tr>
<tr>
<td>Outlets/Switches</td>
<td>$10.00</td>
</tr>
<tr>
<td>Fire Extinguisher</td>
<td>$60.00</td>
</tr>
<tr>
<td>Smoke Detector</td>
<td>$35.00/ Plus fines for violation on pg.</td>
</tr>
<tr>
<td>CO2 Detector</td>
<td>$35.00</td>
</tr>
<tr>
<td>Holes in walls</td>
<td>$25.00 - $50.00</td>
</tr>
<tr>
<td>Holes in interior &amp; closet doors</td>
<td>$100.00 (each)</td>
</tr>
<tr>
<td>Couch</td>
<td>$645.00</td>
</tr>
<tr>
<td>Red Chairs</td>
<td>$45.00 (each)</td>
</tr>
<tr>
<td>Barstools</td>
<td>$100.00 (each)</td>
</tr>
<tr>
<td>Bed &amp; Mattress</td>
<td>$150.00 (each)</td>
</tr>
<tr>
<td>Desk</td>
<td>$200.00</td>
</tr>
<tr>
<td>Chair</td>
<td>$155.00</td>
</tr>
<tr>
<td>Closet Rack</td>
<td>$50.00</td>
</tr>
<tr>
<td>Curtains &amp; Curtain Rods</td>
<td>$25.00 (each)</td>
</tr>
<tr>
<td>Range</td>
<td>$450.00</td>
</tr>
<tr>
<td>Range Hood</td>
<td>$75.00</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$500.00</td>
</tr>
<tr>
<td>Microwave</td>
<td>$140.00</td>
</tr>
<tr>
<td>Garbage Can</td>
<td>$15.00</td>
</tr>
<tr>
<td>Shower Fixture</td>
<td>$180.00</td>
</tr>
<tr>
<td>Bath Tub</td>
<td>$400.00</td>
</tr>
<tr>
<td>Toilet Seat</td>
<td>$20.00</td>
</tr>
<tr>
<td>Toilet</td>
<td>$175.00</td>
</tr>
<tr>
<td>Sink</td>
<td>$200.00</td>
</tr>
<tr>
<td>Vanity</td>
<td>$250.00</td>
</tr>
<tr>
<td>Shower Curtain &amp; Hooks</td>
<td>$10.00</td>
</tr>
<tr>
<td>Plunger/ Toilet Brush</td>
<td>$15.00</td>
</tr>
<tr>
<td>Kitchen Cabinets &amp; Doors &amp; Countertops</td>
<td>Replacement Cost</td>
</tr>
<tr>
<td>Bathroom &amp; Kitchen Flooring</td>
<td>Replacement Cost</td>
</tr>
<tr>
<td>Haul Garbage/ Furniture from Apartment to Dump</td>
<td>30.00 minimum</td>
</tr>
<tr>
<td>Toilet Removal (Tenant Negligent)</td>
<td>35.00</td>
</tr>
<tr>
<td>Door Frame</td>
<td>$100.00</td>
</tr>
<tr>
<td>Cleaning</td>
<td>20.00/per hour</td>
</tr>
<tr>
<td>Maintenance</td>
<td>20.00/per hour</td>
</tr>
</tbody>
</table>

Replacement and repairs to any part of the premises and other service charges which are considered the responsibilities of the tenant shall be charged at the current hourly rate during office hours (time and a half for overtime hours) plus material costs. All of the above charges are based on the work being done by HRA maintenance personnel. All repairs and replacements requiring skilled labor or other services that cannot be performed by maintenance personnel will be charged at the contract cost when considered the responsibility of the tenant.

At move-out, any cost for carpet shampooing and/or painting will be determined once normal wear/tear are assessed. If replacement of carpet or vinyl flooring are necessary, the cost will be determined based on labor and materials minus depreciation. All fees are subject to change.