



# HIBBING

COMMUNITY COLLEGE

## **Office of Residential Life 2017-2018 Housing Manual**

Office: 218-262-7246 Email: [housing@hibbing.edu](mailto:housing@hibbing.edu)

Member of Minnesota State College and Universities  
Hibbing Community College Community College is an Affirmative Action, Equal Opportunity Educator and Employer

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## **WELCOME TO CARDINAL HALL!**

Hibbing Community College and the Cardinal Hall staff would like to welcome you to campus living. College Housing serves two purposes; to provide comfortable living accommodations for students and to provide an opportunity for students to secure the great social, educational and cultural experiences. It is our goal to provide a community environment in Cardinal Hall. We encourage you to help build the community environment in the following ways:

### Student's Community-Building responsibilities include:

- Assume responsibility for your actions and stand up for your individual rights while respecting the rights of others.
- Take pride in the physical environment and help to improve it.
- Become involved and interact with other students in social and educational activities.
- Communicate your personal needs, wants, and desires to staff.
- Become involved in the decision-making and problem-solving situations.
- Challenge each other and staff to provide experiences which promote individual growth and development.

We challenge you as a community member to get involved and make it the best place possible for everyone. The staff is here to assist students and consists of:

### **Director of Residential Life**

The Director of Residential Life (DRL) holds office hours in Cardinal Hall and manages daily operational functions of Cardinal hall. The Director of Residential Life provides services directly to students such as personal and disciplinary support and developmental, cultural, and educational programming. The Director of Residential Life maintains liaison relationships with other Student Affairs and campus offices. The Director of Residential Life supervises Resident Assistants (RA) and other student employees.

### **Resident Assistants**

Each floor of Cardinal Hall has a resident assistant (RA). These students are selected and trained to assist students. The RAs strive to make residence life an educational experience for students and are available to answer questions, maintain a positive environment, and plan co-curricular activities. The RAs know and understand rules and policies of Cardinal Hall and report violations to the Director of Residential Life. You are encouraged to work with your RA to create a positive living environment.

RAs are expected to be available on their own floor at all times when not on scheduled days off or on vacation. To ensure staff availability on evenings and weekends, RAs will be scheduled as "on call" and will carry the RA Duty phone at 218-969-2815.

The Office of Residential Life is located in the lobby of Cardinal Hall. You can reach us at 218-262-7246 or via email at [housing@hibbing.edu](mailto:housing@hibbing.edu).

Hibbing Community 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, gender identity or gender expression. In addition, discrimination based on membership or activity in a local commission as defined by law or familial status is prohibited.

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, Hibbing Community College shall work to eliminate violence in all its forms. Physical contact by designated system, college, and university staff members may be appropriate if necessary to avoid physical harm to persons or property.

Lack of English skills will not be a barrier to admission or participation. In order to eliminate barriers we take appropriate measures to assess each student's ability to participate and benefit through placement testing and counseling. Based on the assessment and counseling, students are then provided with campus services or a referral to community services to be better prepared for successful participation.

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**If you experience or witness harassment or discrimination, please report it to:**

***Complaints of acts of discrimination or harassment by employees:***

*Affirmative Action Officer*

*Carmen Bradach, Chief Human Resources Officer*

[C.Bradach@mesabirange.edu](mailto:C.Bradach@mesabirange.edu)

218.749.7743

***Complaints of acts of discrimination or harassment by students:***

*David Olds, Designated Officer*

[davidolds@hibbing.edu](mailto:davidolds@hibbing.edu)

218.262.6759

*Student Services, M-173*

***If you require an accommodation for a disability, please contact:***

*Mary Iozzo*

[maryiozzo@hibbing.edu](mailto:maryiozzo@hibbing.edu)

218.262.6712

*Student Services, M-166*

This information is available in an alternative format. Call 218.262.6712 or TTY/Minnesota Relay at 1.800.627.3529

## IMPORTANT RESIDENTIAL LIFE DATES

<b>July 14, 2017</b>	Deadline for withdrawal/change for housing application without penalty
<b>July 14, 2017</b>	2017-2018 Housing Application & Deposit Due
<b>July 20, 2017</b>	2017-2018 Housing assignments sent via email
<b>August Check-in TBD</b>	Check-in Dates and Times for new and returning residents will be determined and announced soon.
<b>December 1, 2017</b>	Petition for Housing Contract Cancellation for Spring 2018 semester due
<b>December 19, 2017</b>	Cardinal Hall Closes at 5pm: <u>ALL</u> residents must leave the building.
<b>December 19, 2017 to January 6, 2018</b>	Winter Break – Cardinal Hall Closed
<b>January 6, 2018</b>	<u>NEW</u> resident check-in is between 12pm and 3pm. <u>RETURNING</u> residents return at 12pm.
<b>March 2, 2018 to March 11, 2018</b>	Spring Break – Cardinal Hall Closed All residents must leave by 5pm on March 2, 2018. The building will re-open at 10am on March 11, 2018.
<b>May 11, 2018</b>	<u>ALL</u> residents must move out by 1pm

## **RESIDENTIAL LIVING AGREEMENT**

The Residential Life Housing Contract Application is a legally binding document. When signed, it commits you to all charges and policies related to residence hall living as outlined within Housing Manual for the full academic year.

### **2017-2018 Room Rates:**

Single Room	\$2,225.00 per semester
Double Room	\$1,570.00 per semester
Housing Deposit	\$250 (due at the time of application)

### **APPLICATION/CONTRACT**

The 2017-2018 housing application should be submitted with a \$250 housing deposit by the due date.

The Housing Contract is a legally binding document for the 2017-2018 academic year unless voided by a Housing Cancellation Petition, which must be approved by the Director of Residential Life. Students may petition for release from their contracts for the following reasons with appropriate documentation:

1. Student officially graduates from Hibbing Community College.
2. Student officially totally withdraws from HCC or transfers to another institution.
3. Student becomes legally married.
4. Doctor approved medical condition.

Housing Cancellation Petition form is available at the Director of Residential Life office.

Students who are removed from on-campus housing due to conduct or policy violations will be responsible for payment of housing fee through the end of the semester in which they are removed and forfeit their deposit.

Fall semester room assignments are automatically renewed for the spring semester unless the contract has been properly voided.

### **ELIGIBILITY**

Any student of Hibbing Community College who is registered for six or more credits per semester is eligible to live in the residence hall. Priority is given to full-time students with 12 or more credits. Part-time students with 6 or more credits will be assigned when space is available. All students residing in campus housing must maintain good academic standing.

### **HOUSING DEPOSIT**

A \$250 Housing Deposit is required to accompany all contract applications for the residence hall. Upon check-out, if housing damages are assessed to the resident, the damage amount will be deducted from the housing deposit and the student will receive any refunds remaining. In addition, any damages not covered by the housing deposit will be billed to the student.

Priority for room assignments is based upon the date the Housing Deposit is received. A room assignment cannot be reserved until the Housing Deposit has been paid.

Students who are eligible for Financial Aid can request a deferment of the housing deposit by calling the Financial Aid office at 218-262-7378.

## **HOUSING CANCELLATION**

Those who break the contract after July 14, 2017 (or December 1, 2017 for spring) will not receive a refund of Housing Deposit unless one of the four grounds for cancellation listed on the Housing Application are met. A \$200 cancellation fee will be assessed for students who do not notify the Office of Residential Life by July 14, 2017 (or December 1, 2017 for spring) of their intentions to cancel their housing.

## **CANCELLATION AND TERMINATION: (please read entire section)**

- a) **Prior to the agreement period:** A written request for a cancellation of this agreement by the student which is received and approved by the Office of Residential Life postmarked on or before July 14, 2017, for Fall Semester will result in a refund of the housing deposit. A student signing an agreement beginning with the 2018 Spring Semester will have until December 1, 2017, to request the cancellation and refund of the housing deposit. A request after these dates will result in the forfeiture of the housing deposit by the student and a \$200 cancellation fee. Should the application be signed after July 14, 2017 (for Fall) and December 1, 2017 (for Spring) and the student decides to cancel, the student will forfeit the housing deposit and a \$200 cancellation fee.
- b) **Other cancellation reasons:** The student may request cancellation of this agreement for Spring semester without forfeiture of the housing deposit for reasons of non-enrollment, non-admission, internship, military service, serious health or medical concerns, graduation, or marriage, by filing a written request with the Office of Residential Life by December 1, 2017. Students who are academically suspended/dismissed from Hibbing Community College will not be eligible to receive their housing deposit.
- c) **Total Withdrawal from Hibbing Community College:** Should the student voluntarily total withdraw from the College prior to 5:00pm on the fifth class day, the student will forfeit the Housing deposit and will only be responsible for room occupancy to the date of withdrawal. A resident who terminates the Housing Contract after the first week of classes, but prior to the first quarter of the fall semester (September 18, 2017) or first quarter of the spring semester (February 5, 2018) will receive a refund equal to 50% of the housing rate. A resident who terminates the Housing Contract after the first quarter of either the fall or spring semesters forfeits ALL occupancy charges. No refunds will be given to students who are suspended from the College or from on-campus housing for academic or disciplinary reasons.

## CHECK IN/CHECK OUT PROCEDURES

### CHECK IN

Before settling in, you and your roommates will make a complete inventory and inspection of the housing unit. At the time of the inspection, an inventory sheet will be completed and signed by each of you. Please pay attention to all contents including your rooms/shared areas. Floors, ceilings, windows, doors, appliances and furniture are considered a part of the inventory. The conditions of all contents should be noted on the inventory sheets. As long as you live in the housing unit, you are responsible for all of its contents. When you check out, you will be held responsible for any damages not listed on the Room Property Report (RPR) at the time of check-in.

The following are suggestions for keeping housing units in acceptable condition:

- Keep the premises in a safe, clean, and sanitary manner. Students are responsible for maintaining his/her unit. Students will be charged for any damages in or out of the unit caused by the student and/or guests.
- Objects may be hung from the walls with removable hooks or tapes. **No** screws, nails, or double sided or duct tape may be used. Nothing may be hung from the ceiling.
- Replacement of light bulbs in the individual units is the student's responsibility. When the unit is vacated, all light bulbs must be in working order.
- Students cannot repair or alter housing unit (no painting, varnishing, wallpapering, contact paper); cannot install additional or different locks on any doors of the unit; cannot change, remove or modify any part of the appliances, fixtures or equipment in the unit; cannot attach any shelves or other permanent improvements.
- Screens and blinds shall **not be removed** from windows at any time.
- Housing units are subject to inspection for condition of unit and contents.
- Students should promptly notify the Director of Residential Life, **in writing**, of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities. The Director of Residential Life should be informed of any insect infestation.

### CHECK OUT

The Director of Residential Life will facilitate the inspection process at the time of move out. Prepare your housing unit as if another student will move in shortly after you. Cleaning charges will be assessed if cleaning is needed upon vacating. See the Director of Residential Life for details on cleaning requirements and move out procedures.

Your initial housing deposit will be refunded at the end of your residency if the following conditions are met:

- You have fulfilled your housing contract and scheduled a check out time with the Director of Residential Life.
- Housing unit condition checklist is completed and signed.
- All carpets and upholstery vacuumed; all linoleum floors washed thoroughly.
- The range, oven and drip pans and refrigerator/freezer are completely cleaned and empty.
- Cupboards and countertops are wiped out with a wet rag.
- No broken woodwork, doors, or windows.
- Screens and blinds are in place.
- Anything in place when the housing unit was first occupied is in original condition.



- All light bulbs are in and working.
- No damages beyond normal wear and tear.
- The bathrooms are thoroughly cleaned including shower and tub, sink, toilet and vanity.
- Semester charges are paid in full. Any fees or assessments are paid.
- No excessive nail holes (as determined on unit checklist).
- Windows are closed and locked.
- Return all keys.

Upon vacating the housing unit, each apartment will be checked to determine condition. After you have vacated the unit, all damages and cost of repairing these damages will be deducted from your Housing Deposit.

Personal property remaining in the apartment after you vacate or abandon the apartment will be disposed of by the Office of Residential Life staff after ten (10) business days except for May closing. Any property left in the apartment during May closing will be disposed immediately following the closing process. Your student account will be billed the daily rate and any cost associated with such disposal.

### **ROOMMATE ASSIGNMENTS**

For the next nine months, most of you will be living with people whom you don't know very well. Over the course of the year, you will have the opportunity to get to know these people very well. All roommates must communicate openly and honestly, and work together to create a positive environment for everyone. Have mutual consideration for each other and keep these basic rights in mind for everyone:

- The right to an adequate amount of sleep
- The right to study
- The right to a reasonable amount of quiet
- The right to an adequate degree of cleanliness
- The right to entertain friends
- The right to personal time
- The right to speak your mind
- The right to be listened to

Your ability to live and work with different personalities will be a definite asset to you. If you have a problem with a roommate or roommates, contact the Director of Residential Life. We will work with you and/or your roommates for a mutually satisfying resolution. Hibbing Community College has the right to move individuals to alternate units at any time. Cardinal Hall has all-male and all-female units. Co-ed units are not allowed at any time. Every attempt will be made to accommodate student preferences. Housing unit changes will be allowed only for a demonstrated, sufficient reason. (Also see Roommate Changes on page 17 of the Housing Manual).

### **CONSOLIDATION**

A situation may arise in which a resident is left as a single occupant in a room. Should a new resident need to be assigned to the space, the resident will be given at least 24-hour notice. Hibbing Community College and the Office of Residential Life has the right to move individuals to alternate rooms at any time.

### **BUILDING/FURNITURE REGULATIONS**

All units in College Housing are provided with basic furnishings for each student. Units are equipped with twin beds, dressers, walk-in closets, desks, book shelves, full baths, dishwashers, microwaves, table and chairs, couch, and small tables. Students are responsible for their own bed linens, pillows, spreads and blankets. It is suggested that each student bring a vacuum cleaner.

A community lounge and Game Room where students, staff, friends and family may visit, watch TV or have sponsored activities is available on the second floor.

**MAIL DELIVERY**

Mail will be delivered to each mailbox Monday through Saturday by US postal service. Please wait for all mail to be delivered prior to checking mailboxes. Packages will be available for pick up from the Office of Residential Life during office hours and when RAs are on duty. Be sure to bring your student ID and the notice from US postal service when picking up the package.

**Student mailing address is:**  
**Student Name**  
**1601 E. 25<sup>th</sup> Street, Apt. #**  
**Hibbing, MN 55746**

## **POLICIES AND REGULATIONS**

### **General Housing Information, Policies and Regulations:**

Residence accommodations are available only to registered students of Hibbing Community College. Students must be enrolled for 6 or more credits by July 14, 2017 and maintain 12 credits per semester from the beginning to the end of the academic semesters. If a student falls below the minimum credit threshold, such student should send a written request to the Director of Residential Life for approval to stay in housing. Any student who withdraws from all classes prior or during a semester, is dropped from all classes for nonattendance, or does not register for classes in a subsequent semester will be required to vacate the housing unit immediately.

All students are governed by the College Student Conduct Code found in the Student Handbook. The Student Handbook can be found at <http://hibbing.edu/academics/student-handbook.pdf> . The regulations that follow pertain specifically to college housing living.

Any student offense not covered by housing unit regulations that would endanger the safety or well being of other students or college housing (e.g., tampering with mechanical or fire alarm/safety systems, disorderly conduct, weapons) could result in termination of the housing contract.

### **EIGHT OFFENSES WHICH MAY RESULT IN IMMEDIATE TERMINATION OF HOUSING CONTRACT:**

1. Conduct or behavior threatening the safety and well-being of others (i.e. abuses, misuses, removes, disconnects, tampers with or damages fire alarms, smoke detectors or safety equipment).
2. Possession, use or sale of narcotics or other drugs and/or drug paraphernalia.
3. Sexual Assault.
4. Harassment.
5. Possession of firearms and/or other weapons, including paintball, BB or pellet guns.
6. Possession or use of fireworks or other explosive devices.
7. Theft.
8. Alcohol.

The possession and consumption of **alcoholic beverages** and/or possession of **alcohol containers** is not permitted on college premises, which include the grounds, buildings, college vehicles, and parking lots. Displays of beer cans or liquor bottles for decorations are not permitted. **Students do not need to be in possession of nor consuming alcohol to be held responsible for their actions.** If students are in the presence of others violating the alcohol policy, they are subject to disciplinary consequences. It is strongly recommended that students distance themselves from policy violators. In addition, beverages that are sold as "imitation alcohol products" are not allowed. Students violating the alcohol policy will be referred for disciplinary action.

- As a member of the Minnesota State Colleges and Universities System (Minnesota State), Hibbing Community College has a state obligation not to allow the use of alcohol within college housing or on college grounds. Students living in college housing are prohibited from any possession or consumption of alcohol. Confiscation and disciplinary measures will meet any action involving the consumption or possession of alcohol.

- Whenever feasible, all alcohol found on college property will be drained by the owner or residents of the room or apartment in the presence of Residential Life staff.
- The alcohol policy allows for various degrees of offenses which are outlined as follows:

**1<sup>st</sup> OFFENSE\*:** \$150.00 Fee. An incident report will be filed and student will receive a warning letter.

**2<sup>nd</sup> OFFENSE\*:** Student(s) will be required to complete 20 hours of community service under the direction of the Director of Residential Life and a \$250.00 fee. An incident report will be filed and the Dean of Academic Affairs and Student Services will be notified regarding the Code of Conduct violation.

**3<sup>rd</sup> OFFENSE\*:** Student(s) will have a 24hour notice of termination of their housing contract. The incident will be reported to the Dean of Liberal Arts and Student Affairs regarding the Student Code of Conduct violation. The security deposit is forfeited, and the student will not be allowed on the housing grounds for a period up to one year. HCC is not responsible for locating new housing accommodations for the resident(s) removed from the hall or for the costs incurred by the student(s) as a result of their removal. The housing costs and damage deposit will not be returned as a result of the offense.

**NON-STUDENT VIOLATORS:** Police will be notified of any non-student who is drinking on the premises. Reminder-- housing students are responsible for the actions of their guests. Guests who are HCC students will be reported to the Dean of Liberal Arts and Student Affairs for Student Code of Conduct violations.

It is the responsibility of individual students to know, understand, and comply with existing State and local statutes, codes and policies relating to the possession and consumption of alcoholic beverages. **Violators of the regulations must accept full individual responsibility for their actions and cannot expect the college to provide them with immunity from civil or criminal prosecution.**

\*Note: Severity of alcohol policy violation may result in immediate removal from Cardinal Hall (i.e. possession of excessive amount of alcoholic containers, distribution or selling to other residents and non-residents, etc).

**APPEALS PROCEDURE FOR TERMINATION OF HOUSING CONTRACT:** Please refer to page 20-21 of the HCC Housing Manual.

### **COMMUNITY DAMAGE BILLING**

All residents in Cardinal Hall are part of a larger community on campus. Therefore, residents are not only responsible for their personal accommodations, but also the community areas they share with fellow residents. Community Damage Billing is used to address all vandalism in public areas. These areas include parking lot, laundry room, hallways, community lounges, and lobbies.

When public areas are vandalized or College property is damaged, residents in Cardinal Hall will be assessed fees for the damages if no one resident or group of residents accept responsibility. Each time an incident occurs, residents will be notified.

### **COMMUNITY LOUNGE**

The community lounge will be used for various social activities and is open to all students. The furniture placed in common areas is meant for every student and should not be placed in individual units or moved to other locations.

## **COURTESY HOURS**

Courtesy Hours are in effect 24 hours a day. We ask that you maintain them by respecting the rights of your neighbors. 24-hour courtesy hours - 7 days a week.

## **DECORATING**

You are encouraged to make your housing unit feel like home, but physical changes such as holes, painting, wallpapering, paneling, etc are not allowed. Pictures and wall decorations may be fastened with removable hooks or tapes only. Please do not use adhesives or sticky substances. Fees for any such damage will be charged to the student. No additional ceiling hooks will be allowed and nothing should be hanging from the ceiling or on the ceiling.

## **DISORDERLY CONDUCT**

Disorderly conduct within or immediately surrounding Cardinal Hall is not permitted. You are guilty of disorderly conduct if you do any of the following in a public or private place; a) engage in brawling, fighting or prank activities; b) disturb an assembly or meeting, not unlawful in its character; c) use obscene language, or engage in conduct that would reasonably tend to arouse alarm, anger or resentment in others; or d) threaten, harass, sexually harass or endanger the health, safety or welfare of a member of the College community. Participants are guilty of disorderly conduct when they assemble to: a) commit or intend to commit any unlawful act by force; b) carry out or plan to carry out any purpose in such a manner as will disturb or threaten the public peace, even without unlawful purpose; c) conduct themselves in a disorderly manner so as to disturb or threaten the public peace, even without unlawful purpose. It is forbidden to vandalize or destroy college or personal property or create a condition that requires clean up. No sports are to be played in public areas or hallways including in-line skating and bicycle riding.

## **DINING SERVICES**

Meals (breakfast and lunch) are available in the HCC Commons area and are provided by the Culinary Arts Program Monday through Friday. You can purchase a reloadable meal card with cash or check at the Cashier or you can pay with credit card at the Business Office and bring the receipt to the Cashier.

## **EXPLOSIVES**

Possession or explosion of firecrackers, fireworks, or any other explosive material that may create a safety or fire hazard is not allowed. Possession or use of such devices in or around the housing units may lead to immediate termination of housing contract.

## **FIRE SAFETY**

DO NOT abuse, misuse, remove, tamper with or damage fire alarms (i.e. smoke detectors, fire extinguishers, etc.). Tampering with fire alarms may lead to immediate termination of the housing contract and is a violation of Minnesota law and may subject a student to criminal fines of \$500.00 to \$1,000.00 and/or imprisonment.

## **FIRE REGULATING**

Hibbing Community College will engage in fire drills every semester. Tampering with any fire alarm mechanism or fire extinguishers, signs and designations of the overall fire alarm system in the building will not be allowed. **These are violations, which may result in immediate dismissal from housing as well as possible legal action. Candles and incense are prohibited and will be confiscated immediately and without warning. Halogen lights are prohibited.**

## **FURNITURE AND APPLIANCES**

All furniture and appliances provided in the apartments must stay within the unit and should not be moved to another room or out of the building. All furniture available in the Community Lounge and Game Room must remain in these areas. Residents cannot bring in their own mattresses or large pieces of

furniture.

### **GARBAGE**

Place all trash in plastic bags or other secure containers to keep the areas neat, clean, and relatively odor free. Plastic bags are to be tied to prevent items from falling out. Place all trash **in** the green dumpsters outside the building by the parking lot. Covers on the dumpsters must be closed at all times. Trash does not include non-working appliances, mattresses, furniture, tires, broken furniture, etc. You must dispose of non-trash items by taking them to the city landfill or hazardous waste collection site. Littering, either indoors or outdoors, is a violation of the housing policy. Violators of this policy may be subject to disciplinary action. Any trash found in the common areas (i.e. hallways, parking lot, community lounge, etc..) will incur community billing to remove trash.

### **GUESTS / VISITORS**

HCC welcomes both guests and visitors in Cardinal Hall. However, in order to maintain a favorable living environment, the following rules must be observed:

The student(s) who personally signs the housing contract may use the unit only as a private dwelling. The housing unit cannot be used for any additional occupants. A student cannot sub-contract his/her premises or assign the contract.

While students may have visitors for brief visits, overnight guests must sign in with the Office of Residential Life staff.

- A Visitor: A person who visits a resident in their room but leaves by the beginning of Quiet Hours.
- A Guest: A person who stays past Quiet Hours and potentially spends the night in a resident's room. If a guest is going to spend the night, they must:
  - Discuss it with their roommates.
  - When guests arrive on campus, they must stop by the Office of Residential Life during the office hour or stop by the RA Duty Desk to sign-in.

Students are responsible for their own behavior and for the behavior of their guests. Any guest who behaves in a disorderly manner and/or creates a disturbance to students of the building will be immediately asked to leave. Disciplinary action may be imposed on both the student and his or her guest(s). Failure to sign-in your guest will result in the guest being asked to leave the premises and may result in a fee or other disciplinary action.

- Guests will not be allowed to stay on an evening when HCC classes are to be held the following day.
- No one under the age of 18 is allowed in the resident hall.
- A resident may not have more than 2 guests visiting simultaneously at any time.
- Residents are to NEVER loan out their entry swipe card or room key to their guest(s).
- No guests will be permitted to stay the week of final exams.
- All visitors & guests must obtain Temporarily Parking pass from the office during the office hour or when the RA is on duty.
- Any nonresident Hibbing Community College student involved in residence hall discipline will be referred to the College conduct officer for disciplinary action.

### **GUNS**

Firearms and other weapons including paintball, BB, soft air, or pellet guns are strictly prohibited from College Housing. Any student found possessing a firearm or other weapon will have their housing contract immediately terminated. The student may have up to 24 hours to check out of housing and may be subject to additional disciplinary action. The police may be notified of the offense and the student will not be allowed in housing or on the grounds for a period of one year.

## **HAZARDOUS MATERIALS**

In accordance with state and local fire codes, the student agrees not to store any flammable materials, liquids, or other items in any area that could create a danger. This includes **candles or incense**. If you have a concern or a question, please ask the Director of Residential Life.

## **HAZARDOUS APPLIANCES**

Having hazardous electrical appliances with open heating elements or open flames is strictly prohibited. Large appliances are not permitted in individual units. Extension cords are allowed but are not to be run under floor mats.

## **HEALTH AND SAFETY INSPECTIONS**

The Office of Residential Life conducts minimum of 2 Health and Safety inspections per semester. Students will receive notifications regarding inspections. After the initial inspection, if re-inspections need to occur, students will have 48 hours to correct any violations. Some violation can result in fines and conduct violations.

## **HOUSING UNIT RIGHT OF ENTRY**

Hibbing Community College reserves the right to enter housing units and rooms without prior notice to provide emergency or routine maintenance, to inspect fire hazards or safety-related conditions, to investigate a disturbance, to inspect housing furnishings, to protect the health and well-being of an individual or to investigate a possible violation of campus housing policies.

## **HOVERBOARD POLICY**

Hoverboards shall not be permitted for use within campus buildings, including student housing. At no time shall batteries for such devices be charged or recharged within campus buildings, including student housing.

## **IDENTIFICATION**

Refusal to identify oneself, falsely identifying oneself, or failure to comply with a proper order when requested by an authorized official (including Resident Assistants) is not permitted. Violators of this policy may be subject to disciplinary action.

## **ILLEGAL DRUGS / SYNTHETIC DRUGS / PARAPHERNALIA POLICY**

The possession and/or use of any controlled substance and/or drug paraphernalia are strictly prohibited. Similar to the alcohol policy, students do not need to be in possession of nor consuming a controlled substance to be found in violation of the policy. This includes synthetic marijuana (herbal incense), bath salts, and any compounds that produce hallucinations and/or illusions when introduced to the body. If students are in the presence of others violating the policy, they will also be subject to disciplinary consequences. Any student, who has been found to be in possession, using or distributing illegal drugs and/or drug paraphernalia, will have their housing contract immediately terminated. The substance will be confiscated and the police will be notified. The student will have 24 hours to vacate the unit, will forfeit their security deposit and payment for the semester, and will not be allowed on Cardinal Hall premises for a period up to 1 year.

**NOTE:** Although the Minnesota Medical Cannabis Law and program allows seriously ill Minnesotans to use medical marijuana to treat certain conditions, the possession and use of marijuana remains illegal under federal law, including the Drug-Free Schools and Communities Act, the Controlled Substances Act, and the Campus Security Act, and Board Policy 5.18 Alcoholic Beverages or Controlled Substances on Campus. Therefore, the use, possession, production, manufacture, and distribution of marijuana continues to be prohibited while a student is on college or university owned or controlled property.

## **ILLEGAL ENTRY**

Illegal, improper, or unauthorized entry is not permitted into housing units (by others), storage closets, housekeeping/maintenance areas, reception desk areas, administrative offices and student service rooms.

## **INSURANCE**

Hibbing Community College is not responsible for damage or loss of your personal property unless caused by our negligence or willful misconduct. Hibbing Community College is not liable for any personal injury to your family, your guests or you caused by the criminal acts of a third party, fire, acts of nature, bursting pipes, water, explosions, or other like causes. Please check with your family regarding coverage under a homeowner's policy or purchase your own insurance to protect yourself against these and other potential problems.

## **KEYS**

Upon moving in to the residence hall, residents will be issued three keys. The swipe card will give residents access to the residence hall main entrance and their apartment door. A key will give residents access to their bedroom door. The third key is the mailbox key. Each apartment is issued 1 (one) mailbox key and it will be hanging in the kitchen of each apartment on a black Hibbing Community College keychain.

Residents must carry their keys at all times. The issued keys are the property of the College. If you lose your keys, notify the Director of Residential Life immediately. New keys will be issued and you will be responsible for the replacement cost of the keys and the lock core. Alterations or replacement of locks or installation of bolts, chains, knockers, or other attachments to the interior or exterior of any door is not permitted.

## **KITCHENS**

Each housing unit is equipped with a full kitchen that includes a refrigerator, stove, microwave, dishwasher, and sink. Appliances have been installed for your use and convenience. Please take care of these conveniences by operating them in a safe manner. You are responsible for regular cleaning in your housing unit, including your appliances, sinks and fixtures.

## **LAUNDRY FACILITY**

A laundry room, equipped with washers and dryers, is located on the first floor of the residence hall and is ONLY for current residents. Every student is responsible for keeping the laundry room clean. Problems with the machines should be reported immediately to the Director of Residential Life. If you fail to collect your belongings within 24 hours, any items left in the laundry room will be disposed. The Office of Residential Life is not responsible for lost, stolen or damaged items.

## **LOCK OUT PROCEDURES / POLICY**

Residents must carry their keys at all times. In the event that a resident locks themselves out of their apartment and/or bedroom, they should try to contact their roommates first. If they are unable to contact their roommates, they are to contact an RA by calling the RA Duty phone. If the RA cannot be reached, then contact Director of Residential Life.

If a resident persistently locks themselves out of their room, the resident can be charged a \$5.00 fee for every time they are unlocked.

## **MISSING STUDENT NOTIFICATION PROCEDURE**

The Higher Education Act requires that all institutions that provide on campus student housing must establish a missing student notification policy and procedures. Hibbing Community College takes student



safety very seriously and the following policy and procedure has been established to assist in locating a student who has been determined to be missing.

Students, residing in Cardinal Hall, have the option to identify a confidential contact to be notified no later than 24 hours after the time that the student has been determined to be missing. Students will register this contact information during the move-in process or within the first few weeks of classes. If the student is under 18 years of age, and not an emancipated individual, a custodial parent or guardian will be notified no later than 24 hours after the time that the student is determined to be missing. All notifications will be done by a member of HCC's Administrative Team (Provost, Dean of Liberal Arts and Student Affairs, Chief Financial Officer, or Director of Residential Life.)

Upon notification of a missing student, an investigation will begin to obtain all necessary information including the person's description, clothes, class schedule, who they may be with or where they may be, vehicle description and the physical and mental well-being of the individual if known. Assistance may be requested from Resident Assistants or others and an ID card photograph may be issued to assist in the identification of the missing student. After a search has been conducted with negative results, local law enforcement agencies will be notified.

### **PARENTAL NOTIFICATION**

The Director of Residential Life or designee may notify the parents or legal guardians of students when the health and well being of a student is determined to be at risk.

This includes:

- Suicide situations or when students are doing harm to themselves;
- When students are hospitalized; or,
- When students are incapacitated requiring EMTs to be called to the scene.

The College reserves the right not to notify parents or legal guardians.

### **PARKING POLICY**

Cars shall be parked in designated areas only. Students are not allowed to park on the lawn or in reserved parking spaces. Students are responsible for seeing that guests park in the Visitor Parking area or on the street. Parking in handicapped parking without a permit is illegal and may result in fees or towing. Violators will be ticketed and/or towed at their own expense.

Students may not have any inoperative vehicle on the premises and major mechanical work on vehicles is not allowed in the housing parking lot.

Parking area should not be used for storage or parking of boats, snowmobiles, trailers and/or similar equipment. Arrangements should be made to store these units elsewhere. No commercial vehicles or equipment may park on the premises. Vehicles not licensed or in non-operating condition are not allowed on the premises. No vehicle repair or oil changing is permitted on the premises. Fire lanes, approaches, driveways, sidewalks and garbage dumpsters should not be blocked. Parking in these areas may result in fees or towing.

During winter months, do not run extension cords from your housing unit window to your car. Cars must be moved for timely snow removal.

### **PERSONAL ITEMS**

Students are responsible for removing or disposing of, if necessary, any personal items added to units during the year. This includes, but is not limited to, furniture or bed lofting structures. Waterbeds are not allowed. Any personal items left in the apartment after check-out will result in removal fees and loss of housing deposit.

### **PETS**

Animals or pets are not permitted in the housing unit with the exception of fish in an aquarium (20

gallons maximum).

### **PROPPING DOORS**

Cardinal Hall has security doors for the safety of all students. Any student propping any security door open will be subject to disciplinary action.

### **ROOM PRIVACY POLICY**

A student's room is considered private. College administration will not enter the student's room without consent except in the case of an emergency, for check-in and checkout procedures, for routine maintenance and/or repairs, for inspection of housing furnishings or suspicion of illegal actions or possession of unauthorized materials. Maintenance/Safety inspections will be made each month. Outside vendors and contractors hired by Hibbing Community College will be escorted by a College administrator when entering student spaces.

### **ROOMMATE CHANGES/SINGLE ROOMS POLICY**

Room changes may be permitted only after the second week of classes each semester. **All requests for unit changes must be made to the Director of Residential Life** (male-female roommate combinations are not allowed).

The following procedures should be followed in the event that a unit change is necessary:

- You must complete the Room Change Request form and submit to the Director of Residential Life.
- The Director of Residential Life will respond within ten (10) business days of the request.
- If permission is granted, your current room will be inspected according to the checkout procedure.
- Any fees for property damage must be paid before the room change will be allowed. When permission is granted, you will be informed of the check out procedure and timing of your move.
- \$100.00 transfer of room fee may apply.

Should your roommate move out of your housing unit for any reason, and the Director of Residential Life does not have another student to fill the vacancy, we have two weeks to do one of the following: (1) reassign you to another half-occupied unit or (2) student can request a single unit contract for the remainder of the year provided there is no demand for the space and pay the single unit rate associated with that agreement.

Single unit rates will be assessed from the date of departure of your former roommate. The College reserves the right to relocate students into any available housing unit. All possible consideration will be given to the individual's choice of roommates and living quarters. Exceptions will be made if a roommate cannot be provided.

### **SLEEP/STUDY ATMOSPHERE**

A quiet atmosphere conducive to study must be present on a daily basis. Therefore, the following hours have been determined to promote this atmosphere:

#### **24 hour courtesy hours - 7 days a week.**

Quiet Hours: Sunday through Thursday

10:00 p.m. to 8:00 a.m.

Friday and Saturday

12:00 a.m. to 10:00 a.m.

Warnings will be given to students if the noise level is excessive. Warnings are not given after 10 p.m or 12 a.m. \$25 fees will be assessed to those who do not respect the policy.

### **SMOKING**

Smoking (including E-cigarettes and vapor smoking devices) is not allowed in Cardinal Hall. Violators of this policy will be subject to disciplinary action. You must smoke at least 25 feet away from the building and all entrances and windows.

### **SNOW REMOVAL**

Students will be advised via written notices of times that vehicles need to be removed from parking lots. It is important that all cars in all parking lots be moved as requested. You can help with complete and efficient snow removal by cooperating. If your vehicle is not removed, it will be towed at owner's expense.

### **SNOWMOBILES**

Snowmobiles are not allowed to be parked near Cardinal Hall or driven across lawns. The reckless driving of snowmobiles will not be permitted on or near campus.

### **SOLICITING**

Conducting or soliciting business in Cardinal Hall is not permitted. Signs are permitted only on bulletin boards when approved by the Director of Residential Life.

### **TAMPERING**

Tampering with any mechanical or electrical units within Cardinal Hall is not allowed.

### **TELEPHONES**

Telephone jacks are provided in all rooms; however, students will need to furnish their own phone.

### **TOBACCO**

No smoking, chewing, or use of tobacco products is permitted in all Hibbing Community College (HCC) facilities and vehicles. For purposes of this policy, "tobacco use" is defined as the personal use of any tobacco products whether intended to be lit or not. Tobacco products include such items as cigarettes, cigars, pipes, electronic cigarettes (or other simulated smoking devices), and smokeless tobacco (snuff, chewing tobacco, smokeless pouches, loose-leaf, and other smokeless tobacco products). Tobacco use at HCC is allowed outside only in the designated smoking areas situated on the campus grounds. Residents of Cardinal Hall must be 25 feet away from building entrances and windows.

### **UNAUTHORIZED POSSESSION**

Unauthorized possession, or taking of goods belonging to other students or Cardinal Hall (e.g., lounge furniture), is not allowed.

### **UTILITIES**

HCC will supply the following utilities: wireless internet, electric, heat, water, sewer, and garbage collection. Students are responsible for telephone and cable expenses. If you have telephone and cable services provided by local communication company to your room/apartment, you are responsible for contacting them to terminate services when you check out of housing.

### **VACATIONS / BREAKS**

Building opening and closing schedule for vacations/breaks.

**Winter Break:** Cardinal Hall closes on Tuesday, December 19, 2017 @5pm. All residents must vacate apartments by this time. Residents are permitted to return on Saturday, January 6, 2018 at 12pm.

**Spring Break:** Cardinal Hall closes on Friday, March 2, 2018 at 5pm. All residents must vacate apartments by this time. Residents are permitted to return on Sunday, March 12, 2018 at 10am.

For safety and health reasons whenever residents leave Cardinal Hall for vacation periods, students should do the following:

- Turn all lights off.
- Set room temperature control to 69 degrees.
- Unplug all appliances (excluding supplied kitchen appliances).
- Empty all garbage in the appropriate dumpster.
- Close & lock all windows.
- Close & lock bedroom door.
- Take items that you may need with you i.e. computer, medicines, books, etc.

### **VEHICLE REGISTRATION**

Residents residing at Cardinal Hall are required to register their vehicles. At the time of registration, residents will be given a parking permit to display in their vehicles. Vehicle registration will consist of listing of license plate number and providing a contact phone number. If for any reason residents change the vehicles they are responsible for, they must report the change to the Director of Residential Life. At the time of check-out, residents must return their parking permit. Failure to do so will result in improper check-out fee.

### **WEAPONS**

Possession of guns, ammunition or weapons including but not limited to knives, darts, foils and swords are not allowed in housing units or anywhere on college premises.

### **WINDOW SCREENS AND BLINDS**

Windows are used for ventilation and circulation purposes only. Students may not remove screens or blinds from windows at any time. Violators of this policy may be subject to disciplinary action and fees for missing or damaged screens or blinds.

## **VIOLATIONS OF HOUSING POLICIES**

When present, students are responsible for any and all activity in housing units and on student housing grounds. The Cardinal Hall staff has the responsibility to document all suspicion of violations. Illegal activity must be reported on a federal crime reporting form, provided by the Hibbing Police Department, covering the perimeter of the college campus.

Violations of policy may be subject to fees, probation, termination and/or community service obligations or other consequences. Fees are paid to the HCC Business Office and probation/community service is monitored by the Director of Residential Life. Students on probation for any violation, who break any additional rules, are subject to immediate termination of housing contract. In addition, any offense leading to termination of the housing contract will result in forfeiting security deposit and payments for the semester.

Residential Life staff will issue a written notice to the student(s) in the unit at the time of the violation. This notice will be delivered to student(s) within five (5) business days of the incident and will include:

- A description of the situation
- An explanation of the grounds for disciplinary action
- The specific policy violated
- A copy of this procedure
- Amount of fee or description of disciplinary action

### **DUE PROCESS**

If a student wishes to appeal the sanction based on approved grounds for the appeal, they must request in writing, within five (5) business days, to the Dean of Liberal Arts and Student Affairs, or the Director of Residential Life a formal hearing. A formal hearing (closed to protect the confidentiality of those involved) will occur and conclude within ten (10) business days of receiving the request for a formal hearing. This Board meets to hear and process cases of misconduct and policy violation.

### **JUDICIAL BOARD PROCEDURES**

The Judicial Board will consist of two (2) current students not on any disciplinary probations and three (3) staff, to be determined by the Appeals Committee Chairperson. The Dean of Liberal Arts and Student Services will appoint the Chairperson upon need for a Judicial Board hearing. The Board conducts the following hearings: (A) complaints concerning other students; (B) appeals of fees or other sanctions assessed by Cardinal Hall staff.

### **APPEALS PROCESS**

Students in violation of any policy who receive notice of a violation have a right to appeal the decision based on approved grounds for appeal. The appeal must be submitted in writing within five (5) business days, to the Dean of Liberal Arts and Student Affairs, or the Director of Residential Life a formal hearing. A formal hearing (closed to protect the confidentiality of those involved) will occur and conclude within ten (10) business days of receiving the request for a formal hearing.

The written appeal must:

1. Describe the alleged violation and situation
2. Explain the grounds for the appeal

## **GROUND FOR APPEAL**

Appeals must be based on the issue of substantive or procedural errors which were committed during the conduct process. The specifics to be addressed on appeal are:

1. New evidence not reasonably available at the time of the hearing.
2. Evidence of a procedural error in the student disciplinary process that *substantially* impacted the outcome.
3. Evidence that the sanction is excessively severe.

The student and/or student organization must demonstrate that one or more of the above grounds for appeal has merit. An appeal hearing will be scheduled only if there is sufficient reason to believe that one or more of the grounds articulated in the student's appeal letter may have merit.

**Grounds for appeal do not include** the stress, expense and inconvenience of relocation, contract termination or suspension; the cost of educational sanctions, disruption to studies; separation from friends; lack of familiarity with rules; good character; or a personal commitment to behaving better in the future. Sanctions are intended to have significant impact in order to effectively deter students from engaging in future misconduct. A student who fails to appear for a conduct meeting may appeal but not on the grounds of "new evidence not reasonably available at the time of the hearing."

The Dean of Liberal Arts and Student Affairs will carry out implementation of the appeal procedures. A hearing will be held and a written decision will be rendered within ten (10) school days of that hearing.

## SAFETY AND SECURITY

### ***LOCK YOUR DOORS. CARRY YOUR KEYS. REPORT ALL THEFTS OR OTHER CRIMES TO THE DIRECTOR OF RESIDENTIAL LIFE***

For security reasons, entrance doors are locked 24 hours a day. Issued swipe key cards will open the outside doors of the building.

Please use the following tips and common sense in your own actions for your safety and security.

- Close and lock your doors at all times.
- Park in a well-lit area. Lock your car and do not leave valuable items such as cameras, wallets, etc. in plain sight or on the seats.
- Do not leave your keys in public places.
- Call for an escort if you feel unsafe walking on campus! 218-969-5217.
- Be aware of your surroundings. If you suspect you are being followed, run in a different direction, go to the other side of the street, yell for help or head quickly to a lighted area or a group of people.
- Have your keys ready when returning to your housing unit.
- If you observe anyone of a suspicious nature, contact the Director of Residential Life, RAs or the police immediately.
- For your protection, the Office of Residential Life staff will not let any personal service technicians (TV repairmen, etc.) or delivery people into your unit.
- **Building Entrance/Exit doors are not to be propped open at any time for any reason without permission from the Director of Residential Life.**
- Smoke detectors are provided in each housing unit for your safety. AT NO TIME SHOULD THEY BE DISCONNECTED, MISUSED, OR REMOVED (or termination from housing may imposed).
- Keep your window screens on at all times.

#### **Other important things to remember:**

Lock your room at all times. An unlocked door provides an easy opportunity for theft. Also lock your door before you go to sleep.

Close and lock your windows when you are away. This protects your belongings from both theft and inclement weather.

Don't leave your books, backpack, or wallet unattended. Library study tables, cafeterias, laundry rooms, and study lounges are not always as "safe" as they might seem. Never leave money sitting out anywhere (even on your desk in your room).

Cardinal Hall is not responsible for damage or loss of your personal property, unless caused by our negligence or willful misconduct. Hibbing Community College is not liable for any personal injury to family, guests or you caused by the criminal acts of a third party, fire, acts of nature, bursting pipes, water, explosions, or other like causes. **Please check with your family regarding coverage on a homeowner's policy or get your own renter's insurance to protect yourself against these and other possible problems.**

# NONDISCRIMINATION POLICY

Contact: HCC's Designated 1B.1 Officer, David Olds at 218-262-6759 or M-173  
Policy found at: <http://www.mnscu.edu/board/policy/1b01.html>

## 1B.1 Equal Opportunity and Nondiscrimination in Employment and Education

### Part. 1 Policy Statement

**Subpart A. Equal Opportunity for Students and Employees.** Minnesota State Colleges and Universities has an enduring commitment to enhancing Minnesota's quality of life by developing and fostering understanding and appreciation of a free and diverse society and providing equal opportunity for all its students and employees.

**Subpart B. Nondiscrimination.** 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, or sexual orientation. In addition, discrimination in employment based on membership or activity in a local commission as defined by law is prohibited. Harassment on the basis of race, sex, color, creed, religion, age, national origin, disability, marital status, status with regard to public assistance, or sexual orientation is prohibited. 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 persons having business at, or visiting the educational or working environment.

This policy is directed at verbal or 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, Minnesota State Colleges and Universities will give due consideration to an individual's constitutionally protected right to free speech and academic freedom. However, discrimination and harassment are not within the protections of academic freedom or free speech.

The system office, colleges, and universities shall maintain and encourage full freedom, within the law, of expression, inquiry, teaching and research. Academic freedom comes with a responsibility that all members of our education community benefit from it without intimidation, exploitation or coercion. This policy shall apply to all individuals affiliated with Minnesota State Colleges and Universities, including but not limited to, its students, employees, applicants, volunteers, agents, and Board of Trustees, and is intended to protect the rights and privacy of both the complainant and respondent and other involved individuals, as well as to prevent retaliation or reprisal. Individuals who violate this policy shall be subject to disciplinary or other corrective action.

This policy supersedes all existing system, college, and university non-discrimination policies.

### Part 2. Definitions.

**Subpart A. Consensual Relationship.** A sexual or romantic relationship between two persons who voluntarily enter into such a relationship. Employees who are members of the same household should also refer to Board Policy 4.10, Nepotism.

**Subpart B. Discrimination.** Discrimination means conduct that is directed at an individual because of his or her protected class 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 system or colleges and universities or otherwise adversely affects the individual's employment or education.

**Subpart C. Discriminatory Harassment.** Verbal or physical conduct that is directed at an individual because of his or her protected class, and that is sufficiently severe, pervasive, or persistent so as to have the purpose or effect of creating a hostile work or educational environment.

As required by law, Minnesota State Colleges and Universities has further defined sexual harassment as a form of sexual 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 university; 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 university; or
3. Such conduct has the purpose and 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.

**Subpart D. Employee.** Minnesota State Colleges and Universities personnel include all faculty, staff, administrators, teaching assistants, graduate assistants, residence directors and student employees.

**Subpart E. Protected Class.** For purposes of this policy:

1. Protected class includes race, sex, color, creed, religion, age, national origin, disability, marital status, status with regard to public assistance, sexual orientation, gender identity, or gender expression. In addition, membership or activity in a local human rights commission is a protected class in employment.
2. This policy prohibits use of protected class status as a factor in decisions affecting education and employment where prohibited by federal or state law.

**Subpart F. Retaliation.** Retaliation includes, but is not limited to, intentionally engaging in any form of intimidation, reprisal or harassment against an individual because he or she:

- a) made a complaint under this policy;
- b) assisted or participated in any manner in an investigation, or process under this policy, regardless of whether a claim of discrimination or harassment is substantiated;
- c) associated with a person or group of persons who are disabled or are of a different race, color, creed, religion, sexual orientation or national origin; or
- d) Made a complaint or assisted or participated in any manner in an investigation or process with the Equal Employment Opportunity Commission, the U.S. Department of Education Office for Civil Rights, the Minnesota Department of Human Rights or other enforcement agencies, under any federal or stated nondiscrimination law, including the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Minnesota Human Rights Act, Minn. Stat. Ch. 363A, and their amendments.

**Subpart G. 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 Minnesota Statutes Section 626.556 (reporting of maltreatment of minors) and Minnesota Statutes Section 626.557 (Vulnerable Adult Protection Act). Nothing in this policy will prohibit the system office or any college or university from taking immediate action to protect victims of alleged sexual abuse. Board Policy 1B.3 Sexual Violence addresses sexual violence.

**Subpart H. Student.** For purposes of this policy, the term "student" includes all persons who:

1. Are enrolled in one or more courses, either credit or non-credit, through a college or university;
2. Withdraw, transfer or graduate, after an alleged violation of the student conduct code;
3. Are not officially enrolled for a particular term but who have a continuing relationship with the college or university;
4. Have been notified of their acceptance for admission or have initiated the process of application for admission or financial aid; or
5. Are living in a college or university residence hall although not enrolled in, or employed by, the institution.

**Part 3. Consensual Relationships.** An employee of Minnesota State Colleges and Universities shall not enter into a consensual relationship with a student or an employee over whom he or she exercises direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular

authority or influence. In the event a relationship already exists, each college and university and system office shall develop a procedure to reassign evaluative authority as may be possible to avoid violations of this policy. This prohibition does not limit the right of an employee to make a recommendation on personnel matters concerning a family or household member where the right to make recommendations on such personnel matters is explicitly provided for in the applicable collective bargaining agreement or compensation plan.

**Part 4. Retaliation.** Retaliation as defined in this policy is prohibited in the system office, colleges and universities. Any individual subject to this policy who intentionally engages in retaliation shall be subject to disciplinary or other corrective action as appropriate.

**Part 5. Policies and Procedures.** The chancellor shall establish procedures to implement this policy. The equal opportunity and nondiscrimination in employment and education policy and procedures of colleges and universities shall comply with Board Policy 1B.1 and Procedure 1B.1.1.

HCC is committed to providing access and does not discriminate against qualified students or employees with disabilities. For more information contact Mary Iozzo, Director of Disabilities Services, (Student Services Building M-166), or call 218-262-6712.

HCC appreciates our rich and diverse academic community and promotes an atmosphere of inclusiveness and respect. Harassment and discrimination will not be tolerated. For more information or to report suspected harassment or discrimination, contact David Olds, Designated Officer, (Student Services Building M-173) at 218-262-6759.

### **Sexual Violence Policy**

Policy found at: <http://www.mnscu.edu/board/policy/1b03.html>

Procedures at: <http://www.mnscu.edu/board/procedure/1b03p1.html>

## **1B.3 Sexual Violence Policy**

**Part 1. Policy Statement.** Sexual violence is an intolerable intrusion into the most personal and private rights of an individual, and is prohibited at Minnesota State Colleges and Universities. Minnesota State Colleges and Universities is committed to eliminating sexual violence in all forms and will take appropriate remedial action against any individual found responsible for acts in violation of this policy. Acts of sexual violence may also constitute violations of criminal or civil law, or other Board Policies that may require separate proceedings. To further its commitment against sexual violence, Minnesota State Colleges and Universities provides reporting options, internal mechanisms for dispute resolution, and prevention training or other related services as appropriate.

**Subpart A. Application of Policy to Students, Employees, and Others:** This policy applies to all Minnesota State Colleges and Universities students and employees and to others, as appropriate, where incidents of sexual violence on system property have been reported. Reports of sexual violence committed by a student at a location other than on system property are covered by this policy pursuant to the factors listed in Board Policy 3.6, Part 2. Reports of sexual violence committed by a system employee at a location other than system property are covered by this policy. Reports of sexual violence committed on system property by individual who are not students or employees are subject to appropriate actions by Minnesota State Colleges and Universities, including, but not limited to, pursuing criminal or civil action against them.

**Subpart B. College and University Policies.** Each Minnesota State Colleges and Universities college and university shall adopt a clear, understandable written policy on sexual violence that applies to its campus community, including, but not limited to, its students and employees. The policy content and implementation shall be consistent with the standards in this Policy and Procedure 1B.3.1.

**Part 2. Definitions.** The following definitions apply to this Policy and Procedure 1B.3.1.

**Subpart A. Sexual Violence.** Sexual violence includes a continuum of conduct that includes sexual assault, and non-forcible sex acts, as well as aiding acts of sexual violence.

**Subpart B. Sexual Assault.** Sexual assault means an actual, attempted, or threatened sexual act with another person without that person's consent. Sexual assault is often a criminal act that can be prosecuted under Minnesota law, as well as form the basis for discipline under Minnesota State Colleges and Universities student conduct codes and employee disciplinary standards. Sexual assault includes but is not limited to:

1. Involvement without consent in any sexual act in which there is force, expressed or implied, or use of duress or deception upon the victim. Forced sexual intercourse is included in this definition, as are the acts commonly referred to as "date rape" or "acquaintance rape." This definition also includes the coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another.
2. Involvement in any sexual act when the victim is unable to give consent.
3. Intentional touching or coercing, forcing, or attempting to coerce or force another to touch an unwilling person's intimate parts (defined as primary genital area, groin, inner thigh, buttocks, or breast).
4. Offensive sexual behavior that is directed at another such as indecent exposure or voyeurism.

**Subpart C. Dating and Relationship Violence.** Dating and relationship violence includes physical harm or abuse, and threats of physical harm or abuse, arising out of a personal intimate relationship. This violence also may be called domestic abuse or spousal/partner abuse and may be subject to criminal prosecution under Minnesota state law.

**Subpart D. Stalking.** Stalking is conduct directed at a specific person that is unwanted, unwelcome, or unreciprocated and that would cause a reasonable person to fear for her or his safety or the safety of others or to suffer substantial emotional distress.

**Subpart E. Consent.** Consent is informed, freely given and mutually understood. If coercion, intimidation, threats, and/or physical force are used, there is no consent. If the complainant is mentally or physically incapacitated or impaired so that the complainant cannot understand the fact, nature, or extent of the sexual situation, and the condition was known or would be known to a reasonable person, there is no consent; this includes conditions due to alcohol or drug consumption, or being asleep or unconscious. Silence does not necessarily constitute consent, and past consent of sexual activities does not imply ongoing future consent. Whether the respondent has taken advantage of a position of influence over the complainant may be a factor in determining consent.

**Subpart F. Non-forcible sex acts.** Non-forcible acts include unlawful sexual acts where consent is not relevant, such as sexual contact with an individual under the statutory age of consent, as defined by Minnesota law, or between persons who are related to each other within degrees wherein marriage is prohibited by law.

**Subpart G. System property.** "System property" means the facilities and land owned, leased, or under the primary control of Minnesota State Colleges and Universities, its Board of Trustees, system office, colleges and universities.

**Subpart H. Employee.** "Employee" means any individual employed by Minnesota State Colleges and Universities, its colleges and universities and system office, including student workers.

**Subpart I. Student.** The term "student" includes all persons who:

1. Are enrolled in one or more courses, either credit or noncredit, through a college or university;
2. Withdraw, transfer or graduate, after an alleged violation of the student conduct code;
3. Are not officially enrolled for a particular term but who have continuing relationship with the college or university; or
4. Have been notified of their acceptance for admission or have initiated the process of application for admission or financial aid; or
5. Are not college or university employees and are not enrolled in the institution by live in a college or university residence hall.

## **1B.3 Sexual Violence Procedure**

### **Procedure 1B.3.1 Sexual Violence Procedure**

#### **Part 1. Purpose**

This procedure provides a process through which individuals alleging sexual violence may pursue a complaint, pursuant to Board Policy 1B.3 Sexual Violence Policy prohibiting sexual violence.

This procedure is intended to protect the rights and privacy of both the complainant and respondent and other involved individuals, as well as to prevent retaliation and reprisal.

#### **Part 2. Definitions**

The definitions in Policy 1B.3 also apply to this procedure.

##### **Campus security authority**

Campus security authority includes the following categories of individuals at a college or university:

1. A college or university security department;
2. Any individual who has campus security responsibilities in addition to a college or university security department;
3. Any individual or organization identified in a college or university security policy as an individual or organization to which students and employees should report criminal offenses;
4. An official of a college or university who has significant responsibility for student and campus activities, including, but not limited to, student housing, student discipline, and campus judicial proceedings; advisors to recognized student organizations, and athletic coaches. Professional counselors, whose official responsibilities include providing mental health counseling, and who are functioning within the scope of their license or certification, are not included in this definition.

#### **Part 3. Reporting Incidents of Sexual Violence**

##### **Subpart A. Prompt reporting encouraged**

Complainants of sexual violence may report incidents at any time, but are strongly encouraged to make reports promptly in order to best preserve evidence for a potential legal or disciplinary proceeding.

Complainants are strongly encouraged to report incidents of sexual violence to law enforcement for the location where the incident occurred. Complainants are also encouraged to contact the local victim/survivor services office, counseling and health care providers, campus Title IX coordinators, or Minnesota State Colleges and Universities campus security authorities for appropriate action.

##### **Subpart B. Assistance in reporting**

When informed of an alleged incident of sexual violence, all Minnesota State Colleges and Universities students and employees are urged to encourage and assist complainants, as needed, to report the incident to local law enforcement, local victim/survivor services, campus Title IX coordinator, or campus security authorities.

Campus security authorities, when informed of an alleged incident of sexual violence, shall promptly assist the complainant, as requested, including providing guidance in filing complaints with outside agencies, such as law enforcement; obtaining appropriate assistance from victim/survivor services or medical treatment professionals; and filing a complaint with campus officials responsible for enforcing the student conduct code or employee conduct standards.

When appropriate, Minnesota State Colleges and Universities may pursue legal action against a respondent, including, but not limited to, trespass or restraining orders, in addition to disciplinary action under the applicable student or employee conduct standard. A college or university may take actions it deems necessary or appropriate in response to all protection, restraining, or no- contact orders.

#### **Part 4. Confidentiality of Reporting**

##### **Subpart A. Confidential reports 50**

Because of laws concerning government data contained in Minnesota Statutes Chapter §13, Government Data Practices, colleges and universities cannot guarantee confidentiality to those who report incidents of sexual violence except where those reports are privileged communications with licensed healthcare

professionals. Some off-campus reports also may be legally privileged by law, such as reports to clergy, private legal counsel, or healthcare professionals.

**Subpart B. Reports to campus security authorities**

Complainants of sexual violence may contact any campus security authority for appropriate assistance or to report incidents. Absolute confidentiality of reports made to campus security authorities cannot be promised. However, campus security authorities shall not disclose personally identifiable information about a complainant of sexual violence without the complainant's consent, except as may be required or permitted by law. There may be instances in which a college, university, or the system office determines it needs to act regardless of whether the parties have reached a personal resolution or if the complainant requests that no action be taken. In such instances, Minnesota State Colleges and Universities will investigate and take appropriate action, taking care to protect the identity of the complainant and any other reporter in accordance with this procedure.

**Subpart C. Required reports**

Any campus security authority or any college or university employee with supervisory or student-advising responsibility who has been informed of an alleged incident of sexual violence shall follow college or university procedures for making a report for the annual crime statistics report. In addition, the campus security authority shall report to other school officials, as appropriate, such as the campus affirmative action office, the campus office responsible for administering the student conduct code, and/ or the designated Title IX compliance coordinator, in order to initiate any applicable investigative or other resolution procedures.

Campus security authorities may be obligated to report to law enforcement the fact that a sexual assault has occurred, but the name or other personally identifiable information about the complainant will be provided only with the consent of the complainant, except as may be required or permitted by law.

**Part 5. Policy Notices**

**Subpart A. Distribution of policy to students**

Each college or university shall, at a minimum, at the time of registration make available to each student information about its sexual violence policy and procedure, including its online reporting system that allows for anonymous reporting, and shall additionally post a copy of its policy and procedure at appropriate locations on campus at all times. A college or university may distribute its policy and procedure by posting on an Internet or Intranet Web site, provided all students are directly notified of how to access the policy by an exact address, and that they may request a paper copy.

**Subpart B. Distribution of policy to employees**

Colleges, universities, and the system office shall make available to all employees a copy of its sexual violence policy and procedure. Distribution may be accomplished by posting on an Internet or Intranet Web site, provided all employees are directly notified of the exact address of the policy and procedure and that they may receive a paper copy upon request.

**Subpart C. Required Notice**

Each college or university shall have a sexual violence policy, which must include the notice provisions in this part.

**1. Notice of complainant options**

Following a report of sexual violence, the complainant must be promptly notified of:

- a. Where and how to obtain immediate medical assistance. Complainants should be informed that timely reporting and a medical examination within 72 hours are critical in preserving evidence of sexual assault and proving a criminal or civil case against a perpetrator. Complainants should be told, however, that they may report incidents of sexual violence at any time.
- b. Where and how to report incidents of sexual violence to local law enforcement officials, and/or appropriate college, university, or system contacts for employees, students and others. Such contacts should be identified by name, location and phone number for 24-hour availability, as applicable.

- c. Resources for where and how complainants may obtain on or off-campus counseling, mental health or other support services.

## **2. Notice of complainant rights**

Complainants must be notified of the following:

- a. Their right to file criminal charges with local law enforcement officials in sexual assault cases;
- b. Rights under the crime victims bill of rights, Minnesota Statutes §§ 611A.01-611A.06, including the right to assistance from the Crime Victims Reparations Board and the commissioner of public safety;
- c. Availability of prompt assistance from campus officials, upon request, in notifying the appropriate campus investigating authorities and law enforcement officials, and, at the direction of law enforcement authorities, assistance in obtaining, securing and maintaining evidence in connection with a sexual violence incident;
- d. Assistance available from campus authorities in preserving for a sexual violence complainant materials relating to a campus disciplinary proceeding;
- e. Complaints of incidents of sexual violence made to campus security authorities must be promptly and appropriately investigated and resolved;
- f. Upon a sexual assault complainant's request, the college, university, or system office may take action to prevent unwanted contact with the alleged assailant, including, but not limited to, transfer of the complainant and/or the respondent to alternative classes, or to a work site or to alternative college-owned housing, if such alternatives are available and feasible.
- g. Upon the request of the complainant, students who reported sexual assaults to the college or university and subsequently chose to transfer to another college or university will be provided with information about resources for victims of sexual assault at the college or university to which the complainant is transferring.

## **Part 6. Investigation and Disciplinary Procedures**

### **Subpart A. Immediate action**

A college or university may, at any time during the report/complaint process, reassign or place on administrative leave an employee alleged to have violated Board Policy 1B.3, in accordance with the procedures in System Procedure 1B.1.1. Such action must be consistent with the applicable collective bargaining agreement or personnel plan.

A college or university may summarily suspend or take other temporary measures against a student alleged to have committed a violation of Board Policy 1B.3, in accordance with System Procedure 1B.1.1 or Board Policy 3.6.

### **Subpart B. General principles**

Colleges, universities, and system office shall use System Procedure 1B.1.1. Report/ Complaint of Discrimination/ Harassment Investigations and Resolution when investigating complaints of sexual violence. Procedures used in response to a complaint of sexual violence should avoid requiring complainants to follow any plan of action, to prevent the possibility of re-victimization.

College and university investigation and disciplinary procedures concerning allegations of sexual violence against employees or students must:

1. Be respectful of the needs and rights of individuals involved and treat them with dignity;
2. Not suggest to the complainant that he or she was at fault for the sexual assault or should have behaved differently to prevent the assault;
3. Proceed as promptly as possible;
4. Permit a student complainant and a student respondent to have the same opportunity to have an appropriate support person or advisor present at any interview or hearing, in a manner consistent with the governing procedures and applicable data practices law;
5. Afford employees the right to representation consistent with the appropriate collective bargaining agreement or personnel plan;

6. Be conducted in accordance with applicable due process standards and privacy laws;
  7. Simultaneously inform both the complainant and respondent of the outcome in a timely manner, as permitted by applicable privacy law.
  8. Be based on a preponderance of evidence standard, meaning that it is more likely than not that the policy, procedure or code has been violated.
- The past sexual history of the complainant and respondent must be deemed irrelevant except as that history may directly relate to the incident being considered.

A respondent's use of any drug, including alcohol, judged to be related to an offense may be considered to be an exacerbating rather than mitigating circumstance.

#### **Subpart C. Relationship to parallel proceedings**

In general, college, university and system office investigation and disciplinary procedures for allegations of sexual violence will proceed independent of any action taken in criminal or civil courts. A college or university need not, and in most cases should not, delay its proceedings while a parallel legal action is on-going. If a college or university is aware of a criminal proceeding involving the alleged incident, they may contact the prosecuting authority to coordinate when feasible. Criminal or civil court proceedings are not a substitute for college, university and system office procedures.

#### **Subpart D. Memorandum of understanding with local law enforcement**

Each college or university shall enter into a memorandum of understanding with the primary law enforcement agencies that serve their campus(es). Prior to the start of each academic year, each college or university shall distribute an electronic copy of the MOU to all employees on the campus that are subject to the memorandum. Colleges or universities are exempt from the MOU requirement if they and local or county law enforcement agencies establish a sexual assault protocol team to facilitate effective cooperation and collaboration between the college or university and law enforcement.

#### **Subpart E. False statements prohibited**

Colleges, universities, and the system office take allegations of sexual violence very seriously and recognizes the consequences such allegations may have on a respondent as well as the complainant. Any individual who knowingly provides false information regarding the filing of a complaint or report of sexual violence, or who provides false information during the investigation of such a complaint or report, may be subject to discipline, or under certain circumstances, legal action. Complaints of conduct that are found not to violate policy are not assumed to be false.

#### **Subpart F. Withdrawn Complaint**

If a complainant no longer desires to pursue a complaint through the college's or university's proceeding, the college or university reserves the right to investigate and resolve the complaint as it deems appropriate.

#### **Subpart G. Discretion to pursue certain allegations**

Minnesota State Colleges and Universities reserves discretion whether to pursue alleged violations of policy under appropriate circumstances, including, but not limited to, a determination that an effective investigation is not feasible because of the passage of time, or because the respondent is no longer a student or employee of the college, or university, or system office.

#### **Subpart H. Sanctions**

Sanctions that may be imposed if a finding is made that sexual violence has occurred include, but are not limited to, suspension, or expulsion of students, or termination from employment for employees. The appropriate sanction will be determined on a case-by-case basis, taking into account the severity of the conduct, the student's or employee's previous disciplinary history, and other factors as appropriate. Witnesses or victims who report in good faith an incident of sexual violence will not be sanctioned by the college, university, or system office for admitting in the report to a violation of the student conduct policy on the use of alcohol or drugs.

### **Subpart I. Retaliation prohibited**

Actions by a student or employee intended as retaliation, reprisal, or intimidation against an individual for making a complaint or participating in any way in a report or investigation under this policy are prohibited and are subject to appropriate disciplinary action.

## **Part 7 Sexual Violence Prevention and Education**

### **Subpart A. Campus-wide training**

Colleges, universities, and the system office shall:

1. Include in their sexual violence policy a description of educational programs that they offer to students and employees to promote the awareness of sexual violence offenses, including sexual violence prevention measures and procedures for responding to incidents.
2. Provide training on awareness of sexual violence prevention measures and procedures for responding to incidents of sexual violence. At a minimum, all incoming students and all new employees must be provided this training.
3. Emphasize in their educational programs the importance of preserving evidence for proof of a criminal offense, safe and positive options for bystander intervention, and information on risk reduction to recognize warning signs of abusive behavior and risk associated with the perpetration of sexual violence.

### **Subpart B. Other training and education**

Colleges and universities and affiliated student organizations are encouraged to develop educational programs, brochures, posters and other means of information to decrease the incidence of sexual violence and advise individuals of the legal and other options available if they are the complainants of an incident or they learn of such an incident.

### **Subpart C. Training for individuals charged with decision making authority**

Prior to serving as either an investigator or decision maker for complaints under this procedure, administrators shall complete investigator or decision-maker training provided by the system office. Investigators/decision makers, campus security officers, and anyone else involved in the adjudication process must receive annual training on the issues related to domestic violence, dating violence, sexual assault, and stalking and how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability.

## **Part 8. Maintenance of report/complaint procedure documentation**

Data that is collected, created, received, maintained or disseminated about incidents of sexual violence will be handled in accordance with the privacy requirements of the Minnesota Statutes Chapter §13 Government Data Practices and other applicable laws.

Information on reports of incidents of sexual violence that are made to Campus Security Authorities must be documented in accordance with the Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, codified at 20 U.S.C. §1092 (f). The information will be used to report campus crime statistics on college and university campuses as required by the Clery Act.

During and upon the completion of the complaint process, the complaint file must be maintained in a secure location. Access to complaint file information, including information stored electronically, must be in accordance with the applicable collective bargaining agreement or personnel plan, the Minnesota Government Data Practices Act, the Family Educational Rights and Privacy Act, and other applicable law and policy.

Each college, university and the system office shall annually report statistics on sexual assaults to the Minnesota Office of Higher Education. Additionally, the report must be published on each college and university website in accordance with state law.

For questions about sexual violence, please see a Counselor for assistance. Please call 218-262-6786 or 218-262-7208, visit Student Services, Building M, or contact Dave Olds, Harassment Officer: Hibbing Community College, 1515 East 25th Street, Hibbing, MN 55746, 800-224-4422 or 218-262-6759 or e-mail [davidolds@hibbing.edu](mailto:davidolds@hibbing.edu)



### **Sexual Violence Resources**

For questions or to report sexual violence, please contact Dave Olds, 1B.3 Designated Officer: Hibbing Community College, 1515 East 25th Street, Hibbing, MN 55746, 800-224-4422 or 218-262-6759 or e-mail davidolds@hibbing.edu.

Reports of sexual violence can be filed anonymously or by name using the following form found here. OR by downloading the mobile application on your mobile device. Once you install the mobile application, you will need to enter a unique 4-digit sign-up code, which is **D5JH**.

If this is an emergency, please call 911.

For confidential support on campus, please see a campus Counselor for assistance. You can contact them at 218-262-6786 or 218-262-7208, email at donnagroettum@hibbing.edu or jorynbowen@hibbing.edu or visit Student Services in Building M.

### **Other off campus resources available:**

- The Sexual Assault Program of Northern St. Louis County: 1-800-300-3102 or 218-749-4725
- Fairview Range Medical Center/Emergency Room 218-262-4881
- Hibbing Police Department: 911

## EMERGENCY PROCEDURES

Should any type of emergency arise where a person or persons are in danger, call 911 immediately. Next contact the Director of Residential Life. The Director of Residential Life can help provide intermediate help until the appropriate authorities arrive. Please have an accurate knowledge of your health insurance policy number and social security number if you need medical attention.

Evacuation maps and emergency exit routes are posted in each housing unit.

The following emergencies are to be brought to the **IMMEDIATE** attention of the Director of Residential Life:

- A fire in the building--In order to protect and possibly save your life and the lives of others, you must assume that there is a fire when an alarm sounds. All students must evacuate the building when a fire alarm is sounded. Failure to evacuate during an alarm will subject the student to college disciplinary action and/or civil action.
- Medical emergencies.
- Flooding caused by plumbing breakage.
- Lack of heat in winter.
- Damage caused by wind, storms and fire.
- Burglary, vandalism or other serious disturbance.
- Back-up of sewer line.
- Serious electrical failure or short circuits.

### **TORNADOES**

Tornado detections are classified into two categories: (1) Watch and (2) Warning.

**Tornado Watch** means the weather conditions for a tornado exist in the area. There will be no outdoor warning sirens. When the weather turns hot and humid and looks unsettled, tune your radio to one of the local emergency broadcast stations for information.

**Tornado Warning** means that a tornado or high winds have been spotted in the area. An alert signal will be sounded outside. When the siren is sounded, all students should seek protection inside the building away from doors and windows. Seek shelter in the interior stairwells or interior washrooms in the building. Stay tuned to one of the local emergency broadcast stations. **DO NOT** leave the protected area until the station or the Director of Residential Life tells you to do so.

## Replacement & Repair Costs

Prices are subject to adjustment and/or changes depending on the nature or severity of the damage/cleaning cost while some fees are to be determined (TBD).

Minimum cost of cleaning charges will be \$30.00 per hour. If the damage is of a severity that a contracted cleaning company must be called in, the student will then pay the contractor's cost.

The following list is not all inclusive. There may be things not on this list that are damaged and students will then have to pay the cost of repair or replacement.

Unit entrance & Bedroom doors	\$600.00
Light globe (light covers)	\$40.00
Carpet	TBD
Outlets-switches	\$10.00
Outlet and switch covers	\$5.00
Holes in walls	TBD
Windows	\$200.00 per window
Blinds	\$50.00
Sofa	\$700.00
Living room chairs	\$300.00
Coffee table	\$150.00
Kitchen chairs	\$200.00 each
Kitchen table	\$400.00
Kitchen tile	TBD
Smoke alarms	\$250.00
Window screens	\$50.00
Laundry room equipment	TBD
Range	\$450.00
Range Hood	\$75.00
Refrigerator	\$450.00
Microwave	\$125.00
Dishwasher	\$400.00
Cabinets/counter tops/drawers	TBD
Shower head	\$25.00
Bath tub	TBD
Toilet seat	\$20.00
Toilet	\$200.00
Toilet paper holder	\$10.00
Towel rack	\$20.00
Sink	\$200.00
Bed frame	\$250.00
Mattress	\$250.00
Desk	\$200.00
Thermostat	\$25.00

## Fees

The following is a list of fees students will have to pay for violation of any of the HCC or Cardinal Hall rules or policies.

There are seven first offenses that usually result in immediate (within 24 hours) termination of housing contract and could result in a summary suspension. The police will be notified of any violation of these seven offenses. The offenses are:

1. Conduct or behavior threatening the safety and well being of others. (i.e. abuses, misuses, removes, disconnects, tampers with or damages fire alarms, smoke detectors or safety equipment).
2. Possession, use, or sale of narcotics or other drugs and/or drug paraphernalia.
3. Sexual Assault.
4. Harassment.
5. Possession of firearms and/or other weapons, including paintball, BB or pellet guns.
6. Possession or use of fireworks or other explosive devices.
7. Theft.

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

**1st OFFENSE:** \$150.00 fee and an incident report will be filed and student will receive a warning letter.

**2nd OFFENSE:** \$250.00 fee and an incident report will be filed with the Dean of Liberal Arts and Student Affairs regarding the Code of Conduct violation.

**3rd OFFENSE:** Student will have 24 hour notice of termination of housing contract. The incident will be reported to the Dean of Liberal Arts and Student Services regarding the Student Code of Conduct violation. The security deposit for the student is forfeited, and the student will not be allowed on the campus housing grounds for a period up to 1 year.

**Broken sprinkler head** - If you break one of the fire sprinkler heads you will be charged the cost of damage incurred from this incident.

### **Candles or Incense**

1<sup>st</sup> offense, \$50.00, 2<sup>nd</sup> offense, \$100.00

3<sup>rd</sup> offense, \$200.00 and removal from housing

### **Early Move-In**

\$18/day for a double and \$21/day for a single room

### **Exit or Entry through a Window**

\$75.00

### **Excessively Dirty Unit**

\$150.00 per occupant

### **Failed Health & Safety Re-inspection**

\$50.00 per incident per resident

### **Improper Grease Removal**

\$50.00

### **Leaving trash in the common areas**

\$75.00

### **Lost Keys**

\$75.00 Key and lock replacement costs

### **Propping open the door**

\$100.00 per incident

### **Pets – other than fish**

\$50.00 and/or cleaning fee (TBD)

### **Removal of smoke detector**

\$250.00 and removal from housing

### **Smoking**

1<sup>st</sup> offense, \$50.00, 2<sup>nd</sup> offense, \$100.00

3<sup>rd</sup> offense, \$200.00 and removal from housing

**Unregistered Guests-** 1<sup>st</sup> offense, a warning, 2<sup>nd</sup> offense will be a \$50.00 fee and Guest Privileges revoked until further notice, and 3<sup>rd</sup> offense will be a \$100.00 fee and a student conduct violation, meet with the Dean of Liberal Arts and Student Affairs.

## **Frequent Contacts**

### **RA Duty Phone:**

218-969-2815

### **Academic Advising:**

Schedule an appointment: 218-262-7210

### **Academic Center:**

Phone: 218-262-6745 or 218-262-6712

Room: C239

### **Admissions:**

Phone: 218-262-6713 or 218-262-7384

Building M

### **Athletics:**

Phone: 218-262-6749

PE Building

### **Bookstore:**

Phone: 218-262-6706

Room: C115

### **Business Office:**

Phone: 218-262-7205 or 218-262-6736

Building M

### **Computer Labs & Services:**

218-262-2970

### **Counseling Services:**

Phone: 218-262-7208 or 218-262-6786

Building M

### **Disability Services:**

Mary Iozzo, Disability Services Coordinator

Phone: 218-262-6712

E-mail: maryiozzo@hibbing.edu

Room: Building M-166

### **Financial Aid:**

Phone: 218-262-7378 or 218-262-6731 or

218-262-6733

Building M

### **Graduation:**

Phone: 218-262-6735

Building M

### **Harassment:**

Dave Olds, Harassment Officer

Phone: 218-262-7292

E-mail: davidolds@hibbing.edu

Room: Building M166

### **Housing/Cardinal Hall:**

Phone: 218-262-7246

1601 E 25th Street

### **ID Cards:**

Phone: 218-262-6774

Building M

### **Library:**

Phone: 218-262-6746

Building L

### **Records Office/Registrar:**

Phone: 218-262-6735

Building M

### **Registration:**

Phone: 218-262-7292

Building M

### **Service-Learning:**

Phone: 218-263-2952

Building M

### **Student Senate:**

Phone: 218-262-6741

### **Student Support Services:**

Phone: 218-262-6774

Building M

### **Transcripts:**

Phone: 218-262-7378

Building M

### **Tutoring Services:**

Phone: 218-262-6745

Building: C239

### **Veterans Educational Benefits:**

Phone: 218-262-6735

Building M