

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MEMORANDUM OF AGREEMENT
BETWEEN
ROCHESTER COMMUNITY AND TECHNICAL COLLEGE
AND
CITY OF ROCHESTER

This Agreement is entered into between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Rochester Community and Technical College (RCTC) and the City of Rochester, a Minnesota municipal corporation (Rochester Animal Control Shelter, hereinafter "RACS"). The Agreement, and any amendments and supplements or attachments shall be interpreted pursuant to the Laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, RCTC has established a Veterinary Technology program for qualified students preparing for and/or engaging in Veterinary Technician (VT) career; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic program and has delegated this authority to RCTC; and

WHEREAS, RACS has suitable clinical facilities for the VT program for educating needs of the Veterinary Technology program of RCTC; and

WHEREAS, it is in the general interest of RACS to assist in educating persons to be qualified or better qualified VT personnel; and

WHEREAS, RCTC and RACS are desirous of cooperating to furnish an exclusive clinical experience program for students of the Veterinary Technology program enrolled in RCTC.

NOW, THEREFORE, it is Mutually Agreed By and Between the Parties:

1.0 COLLEGE RESPONSIBILITIES

- RCTC VT Program's goal, as collaboration with RACS, is to ultimately provide an excellent educational awareness and to reduce public health hazards within the community, by providing healthier, more adoptable pets.

- RCTC, is responsible for offering the VT program. The program is approved by the Minnesota State Colleges and Universities Board of Trustees (MnSCU).
- VT students will receive on-site supervision by a staff member of the Veterinary Technology Department. Faculty and staff of RCTC are expected to comply with contractual expectations for faculty in a supervisory role.
- The RCTC Faculty will be responsible for scheduling student clinical experience program hours, reviewing students' evaluations written by preceptors, and grading each student. The RCTC Faculty will attend the RACS orientation for clinical experience Instructors as deemed necessary by RCTC and RACS.
- RCTC will provide RACS with objectives for the clinical experience program. Implementation of the objectives will be accomplished by RCTC in cooperation with the RACS's designated representative.
- RCTC will provide RACS with a list of the students who are participating in the clinical experience program and the areas within RACS where they are assigned and the start and end dates of each student's participation in the program.
- RCTC will provide its faculty and students of the RACS Standard Operating Guidelines (SOGs) that relate to the clinical experience program at the RACS. RCTC will provide to and obtain the written consent of each student the current RACS Student Agreement and Waiver of Liability. Students unwilling to comply with the Student Agreement and Waiver of Liability will not be permitted to participate in the clinical experience program at RACS. RCTC will furnish signed copies of the Student Agreement and Waiver of Liability to RACS before any student is scheduled to participate in the clinical experience program.
- RCTC will inform its faculty and the students who are participating in the clinical experience program that they are required to carry their own health insurance.
- RCTC will maintain a record of students' health examinations and current immunizations to verify that no health problems exist which would jeopardize student or patient welfare and shall obtain student permission to submit data regarding their Immunization status to RACS. The health examination shall include an update of required immunizations, such as the rabies vaccine. A list of those students with a current rabies inoculation or acceptable titer will be provided to RACS. Prior to scheduling any student in the clinical experience program, RCTC will have trained the student in universal precautions and general animal handling.
- Students, staff and faculty of RCTC will only be allowed in the areas that are designated for the general public at the RACS

- RCTC VT students, faculty or staff will only use animals that are the property of the City of Rochester, MN for their clinical experience. This includes, but is not limited to, animals that have not been claimed after a seven day holding period.
- RCTC VT students will not be allowed to adopt any animal housed or cared for by the RACS while enrolled in the program at RCTC.
- Invasive elective surgeries (or any other surgery deemed necessary by the attending RCTC staff veterinarian) are permitted; time permitting, on those animals that are property of the City of Rochester, MN.
- A limit of eight animals will be removed from RACS per day, with no more than four animals at one time for use in the VT program, unless previous permission has been granted by the Special Enforcement Unit / Animal Control Division of the Rochester Police Department. Each animal removed will be documented by filling out the necessary form in the log book in the reception area of the shelter. The information needed is the date and time of removal and return, the reason for removal, the location to where the animal is being transferred, the signature of the individual removing the animal, and a signature of an officer dismissing the animal. On return of the animal, the individual returning the animal and an officer will need to sign the form
- Under program supervision students may perform the following:
 - Perform kennel cleaning and management
 - Handling, restraint, and behavior which in turn socializes the animal
 - Basic health care
 - Animal health records and management
 - Medical care and treatment to shelter animals
 - Clinical procedures
 - Outdoor canine leashed exercise
- While following curriculum standards, the students will be able to complete their essential technical skills in order to obtain their Veterinary Technician Associate Applied Science Degree.
- With licensed veterinarians on staff, the animals utilized for educational training may have further medical attention. Cost of medical testing and medications used in treating or caring for the animals will be the responsibility of the VT program.
- The costs and supply of veterinary supplies and / or specialty prescription diets that are recommended by RCTC staff veterinarians will be the responsibility of the VT program.

2.0 RACS RESPONSIBILITIES

- The exclusive collaboration will continue between RACS and RCTC for a minimum of 3 years, effective from the date of signatures.
- RCTC will be provided with reasonable access to the RACS facility. RACS will be provided a schedule of class times and will provide access to the treatment room, located within the facility, within a reasonable amount of time.
- Supplies, other than veterinary supplies and/or specialty prescription diets, are the responsibility of RACS.
- Areas within the facility where entrance is prohibited by the general public, the students, faculty and staff of RCTC will be clearly marked.
- Animals that are sick, debilitated, have emergencies or need special care, before they are property of the city of Rochester, MN, will be deferred to the RACS's designated veterinarian on call.
- Any decision regarding euthanasia is the responsibility of RACS and if they choose, their designated veterinarian on call.
- All aggressive or potentially aggressive animals will be clearly marked on their identification card by the impounding officer.
- RACS will provide or make available to RCTC's VT program their SOGs and any changes once they have been adopted.

3.0 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

RACS agrees that in fulfilling the duties of this Agreement, RACS is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

4.0 Insurance

Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

Commercial General Liability Insurance:

RCTC will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

RACS will maintain Commercial General Liability Insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

Professional Liability Insurance:

RCTC will maintain Professional Liability Insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability Insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

Additional Conditions:

An Umbrella or Excess Liability insurance policy may be used to supplement the RCTC's policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide to the other party upon request certificates of Insurance or self-insurance evidencing the required coverage.

If RACS receives a cancellation notice from an insurance carrier affording coverage herein, RACS agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless RACS's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the University.

Each party, at its sole expense, shall provide and maintain Workers' Compensation Insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such Insurance extends only to employees of the College/University, not to students.

5.0 STUDENT REQUIREMENTS

Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

6.0 LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. RCTC's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

7.0 TERM OF AGREEMENT

This Agreement is effective on the later of August 31, 2018, or when fully executed, and shall remain in effect until September 30, 2021. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

8.0 FINANCIAL CONSIDERATION

RCTC and RACS shall each bear their own costs associated with this Agreement and no payment is required by either RCTC or RACS to the other party.

RACS is not required to reimburse the RCTC faculty or students for any services rendered to the RACS or its patients pursuant to this Agreement.

9.0 AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10.0 ASSIGNMENT

Neither RCTC nor RACS shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11.0 STATE AUDIT

The books, records, documents and accounting procedures and practices of the RACS relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

12.0 DATA PRIVACY

RACS and RCTC must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the RACS or RCTC.

In the event RACS receives a request to release the data referred to in this clause, RACS must immediately notify RCTC. RCTC will give RACS instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

13.0 OTHER PROVISIONS



- Attachment A, RCTC SOG for its employees
- Attachment B, RCTC SOG for students
- Attachment C, RCTC Student agreement and waiver of liability
- Attachment D, RACS SOG for its employees



For this continued collaborative effort, the Memorandum of Understanding will be reviewed on an annual basis, to the needs and /or changes for either participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed Intending to be bound thereby,


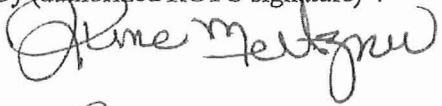
APPROVED:

1. CITY OF ROCHESTER RACS, ROCHESTER ANIMAL CONTROL	2. ROCHESTER COMMUNITY AND TECHNICAL COLLEGE
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By Ardell Brede 	By (RCTC coordinator) Catherine DesLauriers, CVT 
Title Mayor	Title Instructor
Date 9/17/2018	Date 10/24/18

By Anissa Hollingshead 	By (RCTC President or Designee) 
Title City Clerk	Title President
Date 9/17/2018	Date 11/19/18

3. AS TO FORM AND EXECUTION

Approved as to form and execution:  Dave Goslee, Deputy City Attorney 9/17/2018	By (authorized RCTC signature)  Title Purchasing Manager Date 11/19/18
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Attachment A

STATE EMPLOYEE ETHICAL OBLIGATIONS SELECTED STATE STATUTES

This list is provided for the information and convenience of MnSCU/RCTC employees. It is not intended to be a complete list of all state statutes that must be complied with by MnSCU/RCTC employees. A complete listing and description of all Minnesota Statutes may be accessed through the following website: <http://www.leg.state.mn.us/leg/statutes.htm>

Misuse of State Telephone Service (Minnesota Statutes Section 10.47 (1996)): Each member, officer, or employee in the legislative, judicial, and executive branches shall report any evidence of misuse of long-distance telephone service to the chief officer of the legislative body, judicial branch, executive office, or executive agency, and to the legislative auditor when appropriate. The legislative auditor shall investigate and report on evidence of misuse of long-distance telephone service of employees and, where appropriate, refer the evidence to other authorities.

Minnesota Government Data Practices Act (Minnesota Statutes Section 13.09 (1996)): Any person who willfully violates the provisions of this chapter or any rule adopted under this chapter is guilty of a misdemeanor. Willful violation of this chapter by any public employee constitutes just cause for suspension without pay or dismissal of the public employee.

Conflict of Interest (Minnesota Statutes Section 15.054 (1996)): No officer or employee of the state or any of its political subdivisions shall sell or procure for sale or possess or control for sale to any other officer or employee of the state or the subdivision, as appropriate any property or materials owned by the state or subdivision except pursuant to conditions provided in this section. Property or materials owned by the state or a subdivision, except real property, and not needed for public purposes, may be sold to an employee of the state or the subdivision after reasonable public notice at public auction or by sealed bid if the employee is the highest responsible bidder and is not directly involved in the auction or sealed bid process. Requirements for reasonable public notice may be prescribed by other law or ordinance so long as at least one week's published or posted notice is specified. A state employee may purchase no more than one motor vehicle from the state in any 12-month period. A person violating the provisions of this section is guilty of a misdemeanor. This section shall not apply to the sale of property or materials acquired or produced by the state or subdivision for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the state or a political subdivision from selling or possessing for sale public property if the sale or possession for sale is in the normal course of the employee's duties.

Acceptance of advantage by state employees (Minnesota Statutes Section 15.43 (1996))

Subdivision 1. Financial Interest of agents. No employee of the state or of the University of Minnesota in direct contact with suppliers or potential suppliers to the state or the university, or who may directly or indirectly influence a purchasing decision or contract by establishing specification, testing purchased products, evaluating contracted services, or otherwise has official involvement in the purchasing or contracting process may:

1. Have any financial interest or have any personal beneficial interest directly or indirectly in contracts or purchase orders for goods or services used by, or purchased for resale or furnished to a department or agency of the state or the university; or

2. Accept directly or indirectly from a person, firm, or corporation to which a contract or purchase order has been or may be awarded, a rebate, gift, money, or anything of value other than items of nominal value. No such employee may further accept any promise, obligation or contract for future reward.

Subd. 2. Textbooks exempted. Textbooks, software, and other course materials authored by an employee of Minnesota state colleges and universities or of the University of Minnesota may be used as required course material. Instructors in state institutions and at the university may accept free samples of textbooks and related teaching materials.

Subd. 3. Other exemptions. The commissioners of human services and corrections may be rule prescribe procedures for the acceptance of gifts from any person or organization, provided that such gifts are accepted by the commissioner, or a designated representative of the commissioner, and that such gifts are used solely for the direct benefit of patients or inmates under the jurisdiction of the accepting state officer.

Subd. 4. Penalties. A violation of this section is a misdemeanor.

Official Not to Exceed Appropriation (Minnesota Statutes Section 16A.138 (1996)):

When there has been an appropriation for any purpose it shall be unlawful for any state board or official to incur indebtedness on behalf of the board, the official, or the state in excess of the appropriation made for such purpose. It is hereby made unlawful for any state board or official to incur any indebtedness in behalf of the board, the official, or the state of any nature until after an appropriation therefor has been made by the legislature. Any official violating these provisions shall be guilty of a misdemeanor and the governor is hereby authorized and empowered to remove any such official from office.

Misappropriation of Money (Minnesota Statutes Section 16A.139 (1996)): It is illegal for any official or head of any state department, or any employee thereof, to use moneys appropriated by law, or fees collected for any other purpose than the purpose for which the moneys have been appropriated, and any such act by any head of a department, or any state official, is cause for immediate removal of the official or head of a state department from the position held with the government of this state.

Political Activities (Minnesota Statutes Section 43A.32 (1996)):

Subdivision 1. Prohibition. No employee shall, directly or indirectly, during hours of employment solicit or receive funds for political purposes, or use official authority or influence to compel an employee in the classified service to apply for membership in or become a member of any political organization, to pay or promise to pay any assessment, subscription, or contribution or to take part in any political activity.

Subdivision 2. Leaves of absence for elected public officials, candidates. Except as herein provided any officer or employee in the classified services shall:

- a. Take leave of absence upon assuming an elected federal office or an elected state office other than state legislative office or, if elected to state legislative office, during times that the legislature is in session;
- b. Take leave of absence upon assuming any elected public office other than enumerated in clause (a) if, in the opinion of the commissioner, the holding of the office conflicts with regular state employment; and
- c. Upon request, be granted leave of absence upon becoming a candidate, or during the course of candidacy, for any elected public office.

All requests for opinions of the commissioner and all opinions from the commissioner under the provisions of clause (b) shall be in writing and shall be delivered by mail or by use of a facsimile machine.

The commissioner shall issue an opinion under the provisions of clause (b) within seven calendar days of receipt of the request.

Subd. 3. Leave of absence. No executive branch officer or employee in the unclassified service who is covered by a collective bargaining agreement, and no executive branch officer or employee in the classified service, may be required to take a leave of absence upon becoming a candidate, or during the course of candidacy, for any elected public office. Said officers and employees shall take leave of absence upon assuming an elected federal office or an elected state office other than state legislative office or, if elected to state legislative office, during times that the legislature is in session.

STATE EMPLOYEE CODE OF ETHICS

Code of Ethics for Employees in the Executive Branch (Minnesota Statutes Section 43A.38 (Supp. 1997))

Subdivision 1. Definitions. For the purpose of this section the following definitions shall apply:

- a. "Business" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in nonprofit or profit making activities.
- b. "Confidential information" means any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in nonsummary form, may provide unfair economic advantage or adversely affect the competitive position of an individual or a business.
- c. "Private interest" means any interest, including but not limited to a financial interest, which pertains to a person or business whereby the person or business would gain a benefit, privilege, exemption or advantage from the action of a state agency or employee that is not available to the general public.

Subd. 2. Acceptance of gifts; favors. Employees in the executive branch in the course of or in relation to their official duties shall not directly or indirectly receive or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service or promise of future employment or other future benefit from any source, except the state for any activity related to the duties of the employee unless otherwise provided by law. However, the acceptance of any of the following shall not be a violation of this subdivision:

- a. Gifts of nominal value or gifts or textbooks which may be accepted pursuant to section 15.43.
- b. Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause.
- c. Payment of reimbursement expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the state and which have been approved in advance by the appointing authority as part of the work assignment.
- d. Honoraria or expenses paid for papers, talks, demonstrations, or appearances made by employees on their own time for which they are not compensated by the state.
- e. Tips received by employees engaged in food service and room cleaning at restaurant and lodging facilities in Itasca State Park.

Subd. 3. Use of confidential information. An employee in the executive branch shall not use confidential information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use confidential information.

Subd. 4. Use of state property.

- a. An employee shall not use or allow the use of state time, supplies or state-owned or leased property and equipment for the employee's private interests or any other use not in the interest of the state, except as provided by law.
- b. An employee may use state time, property, or equipment to communicate electronically with other persons including, but not limited to, elected officials, the employer, or an exclusive bargaining representative under chapter 179A, provided this use, including the value of the time spent, results in no incremental cost to the state or results in an incremental cost that is so small as to make accounting for it unreasonable or administratively impracticable.
- c. The commissioners of administration and employee relations shall issue a statewide policy on the use of electronic mail and other forms of electronic communications by executive branch state employees. The policy is not subject to the provisions of chapter 14 or 179A. Appointing authorities in the legislative and judicial branches shall issue policies on these issues for their employees. The policies shall permit state employees to make reasonable use of state time, property, and equipment for personal communications and shall address issues of privacy, content of communications, and the definition of reasonable use as well as other issues the commissioners and appointing authorities identify as necessary and relevant.

Subd. 5. Conflicts of interest. The following actions by an employee in the executive branch shall be deemed a conflict of interest and subject to procedures regarding resolution of the conflicts, section 43A.39 or disciplinary action as appropriate:

- a. use or attempted use of the employee's official position to secure benefits, privileges, exemptions or advantages for the employee or the employee's immediate family or an organization with which the employee is associated which are different from those available to the general public;
- b. acceptance of other employment or contractual relationship that will affect the employee's independence of judgment in the exercise of official duties;
- c. actions as an agent or attorney in any action or matter pending before the employing agency except in the proper discharge of official duties or on the employee's behalf; or
- d. the solicitation of a financial agreement for the employee or entity other than the state when the state is currently engaged in the provision of the services which are the subject of the agreement or where the state has expressed an intention to engage in competition for the provision of the services; unless the affected state agency waives this clause.

Subd. 6. Determination of conflicts of interest. When an employee believes the potential for a conflict of interest exists, it is the employee's duty to avoid the situation. A conflict of interest shall be deemed to exist when a review of the situation by the employee, the appointing authority or the commissioner determines any one of the following conditions to be present:

- a. the use for private gain or advantage of state time, facilities, equipment or supplies or badge, uniform, prestige or influence of state office or employment;
- b. receipt or acceptance by the employee of any money or other thing of value from anyone other than the state for the performance of an act which the employee would be required or expected to perform in the regular course or hours of state employment or as part of the duties as an employee;
- c. employment by a business which is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee;
- d. the performance of an act in other than the employee's official capacity which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee.

Subd. 7. Resolution of conflict of interest. If the employee, appointing authority or commissioner determine that a conflict of interest exists, the matter shall be assigned to another employee who does not have a conflict of interest. If it is not possible to assign the matter to an employee who does not have a conflict of interest, interested persons shall be notified of the conflict and the employee may proceed with the assignment.

Subd. 8. Precedence of chapter 10A. Where specific provisions of chapter 10A apply to employees and would conflict with this section, the provisions of chapter 10A shall apply.

Subd. 9. Limits. This section shall not be interpreted to apply to any activity which is protected by sections 179A.01 to 179A.25 and collective bargaining agreements and practices thereunder nor to prevent a current or former employee from accepting employment with a labor or employee organization representing employees.

Compliance with Law (Minnesota Statutes Section 43A.39 (1996))

Subdivision 1. Prohibited acts; penalties. All employees shall comply with and aid in all proper ways the enforcement of the provisions of this chapter. No employee or any other person shall intentionally;

- a. Make any false oral or written statement, mark, rating or report concerning any application, examination, certification or appointment made under provisions of this chapter or in any manner commit or attempt to commit any fraud preventing the impartial execution of this chapter;
- b. Directly or indirectly, give, render, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment, promotion or proposed promotion to, or any advantage in obtaining, a position in the civil service;
- c. Defeat, deceive or obstruct any person in rights to examination, eligibility, certification or appointment under this chapter, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to appointment, advancement or retention in the classified service;
- d. Violate the provisions of section 43A.37 or 43A.38; or
- e. If in the classified service, engage in activities prohibited by section 43A.32.

Subd. 2. Noncompliance. Any employee who intentionally fails to comply with the provisions of chapter 43A shall be subject to disciplinary action and action pursuant to chapter 609. An appointing authority shall report in writing to the legislative auditor when there is probable cause to believe that a substantial violation has occurred. Any person convicted of a crime based on violations of this chapter shall be ineligible for appointment in the civil service for three years following conviction.

Subd. 3. Violations; position vacated. Intentional violation of section 43A.37 may be cause for disciplinary action and conviction of an employee in the classified service under section 43A.32 shall render the position vacant.

Attachment B

STUDENT CONDUCT AND ACADEMIC DISHONESTY

MnSCU Policy 3.6

(RCTC Policy 3.6)

Flowchart Process

Section 1: Student Conduct

I. Code of Student Conduct: Each student at Rochester Community and Technical College has the right to an education, and it is the responsibility of the college to provide an environment that promotes learning. Any action by a student that interferes with the education of any other student or interferes with the operations of the college in carrying out its responsibility to provide an education will be considered a violation of this code. Disciplinary action will be handled in an expeditious manner while providing due process.

IX. Proscribed Conduct

A. Jurisdiction of the College

College jurisdiction is asserted for violations of the Code of Student Conduct that occur on College premises. In addition, college jurisdiction shall extend to violations of the Code which are committed off campus when:

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

B. Violations

The provisions of this policy do not affect the rights of persons in authority to take any immediate and temporary actions necessary to retain the classroom or program atmosphere, and to uphold established policies, regulations, and laws. (See Summary Suspension, MnSCU Policy 3.6, Part 6; See also part III.C.7 of this policy.) Any student found to have engaged in the following behaviors is subject to the disciplinary sanctions outlined in this policy.

1. Acts of dishonesty, including but not limited to the following:

- a) Cheating or plagiarism (See Academic Honesty, Section 2 of this policy)
- b) Deliberately furnishing false information to any college official, faculty member or office,
- c) Forgery, alteration, or misuse of any college document, record or instrument of identification including copyright violations.
- d) Tampering with the election of any college-recognized student organization.

2. Disruption or obstruction of: (a) teaching, (b) research, (c) administration, (d) disciplinary proceedings, (e) other college activities, including its public-service functions on or off campus, or (f) any authorized non-college activities, when the act of disruption or obstruction occurs on college premises. Based on RCTC Statement of Philosophy "Students deserve a respectful, safe, and caring environment that supports personal growth and embraces diversity." As such, all students, instructors and staff are entitled to a safe and positive non-disruptive learning environment which does not interfere with the educational process. Behavior standards apply to all college owned property and/or college sponsored activities. Disruptive behavior is generally defined as activity that:

- Interferes with instruction
- Interferes with other student's rights to pursue learning
- Violates college policies
- Violates local, state, or federal laws, or
- Generally interferes with the smooth operation of the college

Faculty will reserve the right to define specifically their interpretation of disruptive behavior in their class syllabi based on the preceding guidelines.

3. Physical abuse, verbal abuse, threats, intimidation, coercion and/or other conduct which threatens or endangers the health or safety of any person.

4. Attempted or actual theft of and/or damage to property of the College or property of a member of the college community or other personal or public property.

5. Hazing, for the purpose of initiation, admission, affiliation or membership in a group or organization, which endangers the mental or physical health or safety of a student or which destroys or removes public or private property.

6. Failure to comply with directions of college officials or law enforcement officers acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.

7. Unauthorized possession, duplication or use of keys to any college premises or unauthorized entry to or use of college premises.

8. Violation of published college policies, rules or regulations.

9. Violation of federal, state or local law on college-sponsored or supervised activities.

10. Use, possession or distribution of narcotic or other controlled substances except as expressly permitted by law.

11. Public intoxication or use, possession or distribution of alcoholic beverages except as expressly permitted by the law and college regulations.

12. Illegal or unauthorized possession of firearms, explosives, other weapons, or dangerous chemicals on college premises.

13. Participation in a campus demonstration which disrupts the normal operations of the College and infringes on the rights of other members of the college community; leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area; intentional obstruction which unreasonably interferes with freedom of movement, either pedestrian or vehicular, on campus.

14. Obstruction of the free flow of pedestrian or vehicular traffic on college premises or at college-sponsored or supervised functions.

15. Conduct which is disorderly, lewd, or indecent; breach of peace; or aiding, abetting, or procuring another person to breach the peace on college premises or at functions sponsored by or participated in by the College.

16. Theft or other abuse of computers, including but not limited to:

a) Unauthorized installation of software; unauthorized entry into a file, to use, read or change the contents or for any other purpose,

b) Unauthorized transfer of a file,

c) Unauthorized use of another individual's identification and password,

d) Use of computing facilities to interfere with the work of another student, faculty member or college official,

e) Use of computing facilities to send obscene or abusive messages,

f) Use of computing facilities to interfere with normal operation of the College computing system.

17. Abuse of the Student Judicial System, including but not limited to:

a) Failure to obey the summons of the Judicial Board or the Coordinator of Student Conduct,

b) Falsification, distortion, or misrepresentation of information before a judicial body,

c) Disruption or interference with the orderly conduct of a judicial proceeding,

d) Institution of a judicial proceeding knowingly without cause,

e) Attempting to discourage an individual's proper participation in, or use of, the judicial system,

f) Attempting to influence the impartiality of a member of a judicial board prior to and/or during the course of the judicial proceeding,

g) Harassment (verbal or physical) and/or intimidation of a member of a judicial board prior to, during, and/or after a judicial proceeding. (Note: Sexual harassment is covered by the Sexual Harassment Policy.)

h) Failure to comply with the sanction(s) imposed under the Code of Student Conduct,

i) Influencing or attempting to influence another person to commit an abuse of the judicial system,

C. Violation of Law and College Discipline

1. If a student is charged only with an off-campus felony violation of federal, state, or local laws, but not with any other violations of this Code, disciplinary action may be taken and sanctions imposed for grave misconduct that demonstrates flagrant disregard for the college community. In such cases, no sanction may be imposed unless the student has been found guilty in a court of law or has declined to contest such charges, although not actually admitting guilt (i.e., "no contest" or "nolo contendere"),

2. College disciplinary proceedings may be instituted against a student charged with violation of a law which is also a violation of this Code of Student Conduct. For example, college disciplinary proceedings may be instituted if both violations result from the same factual situation, without regard to pending civil litigation in court or criminal arrest and prosecution. Proceedings under this Code of Student Conduct may be carried off prior to, simultaneously with, or following civil or criminal proceedings off-campus.

3. When a student is charged by federal, state or local authorities with a violation of law, the College will not request or agree to special consideration for that individual because of his or her status as a student. If the alleged offense is also the subject of a proceeding before a judicial board under the Code of Student Conduct, however, the College may advise off-campus authorities of the existence of the Code of Student Conduct and of how such matters will be handled internally within the college community. The College will cooperate fully with law enforcement and other agencies in the enforcement of criminal law on campus and in the conditions imposed by criminal courts for the rehabilitation of student violators. Individual students and faculty members, acting in their personal capacities, remain free to interact with governmental representatives as they deem appropriate.

III. Judicial Process

A. Charges and Informal Process (For Academic Honesty, see Section 2)

1. **Filing a Charge:** Any member of the college community may file charges against any student for violations of the Code of Student Conduct. Charges should be in writing for the record but can proceed on verbal notification to the Coordinator of Student Conduct. Any charge should be submitted as soon as possible after the event takes place, preferably within three (3) working days.

2. **Preliminary Investigation:** The Coordinator of Student Conduct may conduct a preliminary investigation to determine if the charges are valid by meeting with the complainant(s) and accused student(s) within five (5) days of receiving the complaint. Upon determination that the charges are valid, the Coordinator shall do the following:

- a) Provide written notice to the accused student that a complaint has been filed alleging that the student has violated the Code of Student Conduct. This notice shall state the specific violation(s) alleged and the dates the alleged violation(s) occurred and shall be sent within five (5) days of determining the charges are valid.
- b) Provide the student with a copy of the Code of Student Conduct.
- c) Inform the student of the nature of evidence available to support the charges.
- d) Give the student not less than 48 hours to prepare for an informal resolution meeting, and specify a date and time when the student is required to meet with the Coordinator to attempt an informal resolution of the charges.
- e) Inform the student that failure to appear for the informal resolution meeting shall result in referral of the charges for a formal hearing before the Student Judicial Board.

3. **Informal Resolution Meeting:** If a resolution is reached, all parties shall sign the written confirmation of the resolution and the Coordinator shall send copies to all parties, including any applicable sanction, within 48 hours after the meeting. The resolution may include, but is not limited to, the sanctions outlined in this policy. If a mutually acceptable resolution cannot be reached during the informal resolution meeting, the Coordinator shall refer the case to the Student Judicial Board.

B. Formal Hearings

1. The Student Judicial Board shall consist of two faculty (one from each faculty bargaining unit or two from the single faculty bargaining unit in the event of a faculty bargain unit consolidation) appointed by the respective Faculty Association(s), two administrators appointed by the President and two students appointed by the Student Senate. Judicial Board members shall serve for a one-year term and may be reappointed for a second term. Members shall not serve more than two consecutive terms. The Coordinator of Student Conduct shall provide appropriate training to the Board. The members shall elect a Chair who shall preside over judicial hearings and a Vice Chair who shall preside in the Chair's absence. A majority of the full membership of the Board shall constitute the quorum necessary to hear any case.

2. When a case is referred to the Student Judicial Board, the Coordinator of Student Conduct shall forward to the Board:

- a) a statement describing the alleged violation of the Student Conduct Code;
- b) the name and address of the student charged;
- c) the name and address of the complainant; and
- d) all relevant facts and statements, including the names and addresses of witnesses to the alleged violation.

3. The Chair shall determine the date, time, and place of the hearing, which shall be at least three days after delivery of written notice of the hearing to the accused student. Such notice to the student shall include:

- a) a statement of date, time and place of hearing;
- b) to the extent known, a list of witnesses expected to appear and a summary of their testimony;
- c) a summary description of any documentary or other evidence that may be presented in support of the charge;
- d) notice that the student's failure to appear shall not prevent the hearing from proceeding as scheduled and may lead to imposition of sanctions in the student's absence.

4. The hearing shall be conducted in the following manner:

- a) The Coordinator of Student Conduct shall first present the charges and supporting evidence, including testimony of any witnesses. The accused student shall have opportunity to challenge evidence and to ask questions of any witnesses introduced by the Coordinator. The complainant shall be available for testimony.
- b) The accused student shall next present evidence or testimony to refute the charges. The Coordinator may challenge evidence presented by the student and may ask questions of witnesses introduced by the student.
- c) Only those materials and matters presented at the hearing shall be considered as evidence. The Chair shall exclude irrelevant, immaterial, or unduly repetitious evidence.
- d) Hearings shall be held in closed session unless the Judicial Board determines there is a compelling reason for the hearing to be open and neither the accused student nor the complainant presents an objection. If the accused student or the complainant presents an objection, the Chair shall hear testimony from the parties and determine whether or not the session will be open.
- e) The student shall be given the opportunity to speak in his/her own defense, and to question any witnesses and may have an advisor present. The advisor may provide advice to the student, but may not participate in any questioning. When there is a likelihood that a student involved in conduct proceedings shall face criminal prosecution for a serious offense, it may be advisable that the student have an attorney as the advisor.
- f) The hearing shall be audio tape recorded, and the tape shall be kept on file in the office of the Coordinator of Student Conduct for a period of three years.

5. Upon conclusion of the hearing, the Judicial Board in closed session shall consider the evidence presented and decide by majority vote to exonerate the student or to impose one of the sanctions stated in this policy.

6. The Board shall send written notice of the outcome of the hearing to the accused student,

Including any sanction imposed. The notice shall inform the student of the opportunity to appeal the Board's decision to the Vice President of Student Development and Services. (For Academic Honesty, see Section 2)

C. Sanctions

The following sanctions may be imposed upon any student found to have violated the code of Student Conduct:

1. Warning - A notice in writing to the student that the student is violating or has violated Institutional regulations.
2. Probation - A written reprimand for violation of specified regulations. Probation is for a designated period of time and includes the probability of more severe disciplinary sanctions if the student is found to be violating any institutional regulation(s) during the probationary period.
3. Restitution - Compensation for loss, damage or injury. This may take the form of appropriate service and/or monetary or material replacement.
4. Discretionary Sanctions - Work assignments, service to the College or other related discretionary assignments (such assignments must be coordinated by the Coordinator of Student Conduct).
5. Suspension - Denial of the privilege of enrollment for a specified period of time after which the student is eligible to return. Conditions for re-admission may be specified.
6. Expulsion - Permanent separation of the student from the College.
7. Summary Suspension - A suspension imposed by the Coordinator of Student Conduct or a person in authority without a formal hearing to ensure the safety and well-being of members of the college community. In such cases the Coordinator shall first give the student oral or written notice of the intent to determine whether a summary suspension is an appropriate action. Such notice shall state the following:
 - a) specify the alleged violation(s) of the Code of Student Conduct;
 - b) provide the nature of any evidence in support of the charge;
 - c) state the date, time, and place of the summary suspension hearing, which shall be within 36 hours of the delivery of notice to the student; and
 - d) give an oral or written explanation of the summary suspension which may be imposed on the student.At the place and time designated for the summary suspension hearing, the Coordinator shall consider the following:
 - a) the evidence relating specifically to the probability of danger to members of the campus community occasioned by the continued presence of the student on campus;
 - b) provide the student with an opportunity to show why continued presence on the campus does not constitute a danger to others;
 - c) give immediate oral notice of his/her decision, to be followed by written notice within 24 hours; and
 - d) if summary suspension is warranted, summarily suspend the student for no more than 9 days, with a hearing before the Student Judicial Board to have commenced by the end of the

suspension period.

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

IV. Appeals

A. A decision reached by the Judicial Board may be appealed by accused students to the Vice President of Student Development and Services within five (5) school days of the decision. Such appeals shall be in writing and shall be delivered to the office of the Vice President of Student Development and Services. (For Academic Honesty, see Section 2)

B. An appeal shall be limited to review of the verbatim record of the initial hearing and supporting comments for one or more of the following purposes:

1. To determine whether the original hearing was conducted fairly in light of the charges and evidence presented, and in conformity with prescribed procedures allowing the accused student a reasonable opportunity to prepare and to present a rebuttal of the charges and evidence,
2. To determine whether the evidence confirmed that a violation of the Code of Student Conduct occurred,
3. To determine whether the sanction(s) imposed were appropriate for the specific violation of the Code of Student Conduct.

C. Following a review of the hearing and the appeal presented by the student, the Vice President of Student Development and Services shall render a decision. The Vice President may uphold the Judicial Board's decision and sanction, may determine that the decision was reached in error or inappropriately, or may determine that the sanction was inappropriate. In the latter case, the Vice President may issue a lesser sanction. If the Vice President believes that the sanction was reached in error or inappropriately, the Vice President may require that the Board hear the case de novo, or may choose to exonerate the student.

D. The Vice President shall notify the student in writing of his/her decision and of any new sanction imposed.

E. The Vice President decision shall be final with the institution and MnSCU. If the sanction involves suspension for 10 days or more, the student shall be informed of the right to contested case hearing under Chapter 14 of Minnesota Statutes, which provides that an appeal may be made to an administrative law judge at the Minnesota State Hearing Examiners Office, St. Paul, Minnesota. The student may request a hearing in writing within five (5) days of receipt of written suspension notice. If the student does not file an appeal within five (5) days, any further right to appeal shall be waived. The attorney assigned to the System by the Attorney General shall represent the College at this hearing. The administrative law judge shall make a report, which contains a recommendation, to the college president. Within a period of not less than twelve (12) nor more than twenty (20) days following receipt of recommendation, a decision will be made by the college president. The decision of the college president is final. During this appeal process the student shall have the right to attend classes and to receive services related to the college program until a final decision has been made, unless the process is the result of actions deemed harmful or potentially harmful to other persons or property.

V. Interpretation

A. Any questions of interpretation regarding the Code of Student Conduct shall be referred to the Vice President of Student Development and Services (or to the Vice President for Teaching and Learning regarding academic honesty).

B. The Student Conduct Code shall be reviewed every three (3) years under the direction of the Coordinator of Student Conduct.

VX. Definitions

A. The term College means Rochester Community and Technical College.

B. The term student includes all persons taking courses at the Colleges, both full-time and part-time, and persons who are not officially enrolled for a particular term but who have a continuing relationship with the Colleges.

C. The term faculty member means any person hired by the Colleges to conduct classroom activities.

D. The term Administrator includes any person employed by the Colleges, performing assigned administrative or professional responsibilities.

E. The term member of the college community includes any person who is a student, faculty member, administrator or any other person employed by the Colleges.

F. The term college premises includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the Colleges including adjacent streets and sidewalks.

G. The term organization means any number of persons who have complied with the formal requirements of the College recognition.

H. The term Judicial Board means any person or persons authorized by the Coordinator of Student Conduct to determine whether a student has violated the Code of Student Conduct and to recommend imposition of sanctions.

I. The term Coordinator of Student Conduct means an administrator authorized by the President of the College to administer the Code of Student Conduct and to impose sanctions upon students found to have violated the Code of Student Conduct.

J. The term shall is used in the imperative sense.

K. The term may is used in the permissive sense.

L. The term policy is defined as the written regulations of the College as found in, but not limited to, the Code of Student Conduct, the Student Handbook, College Catalog, College Rules and Regulations and other official college publications.

M. The term cheating includes, but is not limited to the following: (see Academic Honesty Policy, Section 2)

1. use of any unauthorized assistance in taking quizzes, tests, or examinations;
2. dependence upon the aid of sources beyond those authorized by the instructor in writing papers, preparing reports, solving problems, or carrying out other assignments; or
3. the acquisition, without permission, of tests or other academic material belonging to a member of the college faculty or staff.

N. The term plagiarism includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work of another person without full and clear acknowledgment. It also includes the unacknowledged use of materials prepared by another person or agency engaged in the selling of term papers or other academic materials. (See Academic Honesty Policy, Section 2)

O. The term days means scheduled class days (excluding Saturdays and Sundays).

P. The term de novo means to start over, as if any previous partial or complete hearing had not occurred.

Maintenance of Records: (See Section 3)

Section 2: Academic Honesty

Preamble

The primary academic mission of Rochester Community and Technical College is the exploration and dissemination of knowledge. Academic honesty and integrity are integral to the academic process. Academic dishonesty - cheating, plagiarism, and collusion - is a serious offense which undermines the educational process and the learning experience for the entire college community.

It is expected that Rochester Community and Technical College students will understand and adhere to the concept of academic integrity and to the standards of conduct prescribed by the College's Policy on Academic Honesty. It is expected that students will assume responsibility for their work and that materials submitted in fulfillment of course, program, and college academic requirements must represent students' own efforts. Any act of academic dishonesty attempted by a student at Rochester Community and Technical College is unacceptable and will not be tolerated.

Definitions

The prevailing forms of academic dishonesty are cheating, plagiarism, collusion, and the submission of false information regarding admission, readmission, and academic appeals of petitions.

Cheating in the instructional setting is the unauthorized use or exchange of information by students in meeting academic standards or requirements; examples include, but are not limited to, the following:

- copying for other's work during an examination
- using unauthorized notes or aids during an examination
- taking an examination for another student
- collaboration with any other person during a test without authority
- unauthorized assistance on a take home examination
- arranging for another student to take an examination
- attempting to obtain, or knowingly obtaining, using, buying, selling, transporting or soliciting in whole or in part the contents of an unreleased test or information about an unreleased test
- bribing any other person to obtain an unreleased test or information about an unreleased test
- submitting substantial portions of work for credit in more than one course, without consulting the instructors
- submitting research and assignments prepared by others (e.g., purchasing the services of a commercial term paper company)
- altering or forging an official college document.

Plagiarism is representing another person's words or ideas as one's own without proper attribution or credit. Other people's words or ideas must be given adequate documentation whether used in direct quotation or in summary or paraphrase. Plagiarism includes, but is not limited to, quoting written or oral materials without citation on an exam, term paper, homework, or other written materials or oral presentations for an academic requirements; submitting a paper purchased from a term paper service as one's own; submitting anyone else's work as one's own. Any form of plagiarism constitutes an act of cheating.

Collusion is an agreement by two or more people to commit an act of academic dishonesty. The College will not attempt to distinguish between students who cheat or plagiarize and those who allow such behaviors to occur. A student who intentionally assists another in the act of cheating or plagiarism is subject to disciplinary action for academic dishonesty.

Procedures

Students must submit complete and accurate information regarding academic appeals. The submission of false or incomplete information shall be considered an act of academic dishonesty. The appropriate vice-president shall determine if disciplinary action is warranted.

A course instructor, convinced that an act of academic dishonesty has occurred, has the authority to implement any of the following responses:

- a. reprimand
- b. assignment of substitute and/or additional work
- c. reexamination
- d. lowering the grade for the assignment and/or course
- e. failure and/or dismissal from the course

A student who wishes to appeal a penalty imposed by an Instructor may submit an appeal in writing to the Dean for the academic discipline in which the alleged act of dishonesty occurred.

Formal Hearing

If a student or instructor wishes to appeal a decision by a Vice President, or if an instructor or administrator considers an act of academic dishonesty an egregious offense, the matter shall be referred to the Student Judicial Board for further review. (See Section 1 Part III, B for Judicial Board membership.)

The Board shall have the following authority:

- review appeals submitted by students and instructors of decisions on academic dishonesty and/or severity of penalty imposed
- review offenses submitted by faculty and staff as egregious acts of academic dishonesty
- impose sanctions as warranted:
 1. Charge affirmed and settled by consent, i.e., the Board proposes a sanction mutually acceptable to the student and the instructor,
 2. Charge affirmed and the Board recommends a sanction,
 3. Charge dismissed,

In hearing cases of academic dishonesty, the Board shall observe formal hearing procedures described on p. 4 of the Student Conduct Policy.

All participants shall observe strict rules of confidentiality; i.e., discussion shall be confined to the hearing room and no individual member shall discuss procedures or finds with the parties involved. The written notification shall serve as the sole means of communication with involved parties.

Sanctions: See Section 1 Part III, C.

Appeals:

Students may appeal the Student Judicial Board decisions to the President, who shall consult with the appropriate vice president(s) in arriving at a final decision.

Section 3: Maintenance of Records for Student Conduct and Academic Honesty
Records pertaining to students' histories of student conduct shall be kept for a minimum of five years and kept separate from students' regular records. The only persons having access to these records shall be the President, the Vice Presidents of Student Development and Services and Teaching and Learning, and the Student Conduct Coordinator. Any other person who wishes to review these files must have permission from the Vice President of Teaching and Learning or Student Development and Services.

Date of Implementation: Immediate

Date of Adoption: 11/27/01

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