



**Middle Tennessee State University
Board of Trustees
Academic Affairs, Student Life, and
Athletics Committee**

February 25, 2025
9:00 am

MEC Meeting Room – 2nd Floor
Miller Education Center
503 East Bell Street
Murfreesboro, Tennessee 37130



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

February 25, 2025
9:00 am

AGENDA

Call to Order and Opening Remarks

Roll Call

Approval of Minutes (Action)Tab 1

Approval of Policy Revision (Action).....Tab 2

 Policy 541 Residential Life and Housing

Annual Report of Academic Program Actions (Information).....Tab 3

Athletics Report (Information).....Tab 4

Closing Remarks

Adjournment



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE: February 25, 2025

SUBJECT: **Minutes of the November 12, 2024
Academic Affairs, Student Life, and
Athletics Committee Meeting**

PRESENTER: Pam Wright
Committee Chair

BACKGROUND INFORMATION:

The Academic Affairs, Student Life, and Athletics Committee met on November 12, 2024. Minutes from the meeting are provided for review and approval.

**MIDDLE TENNESSEE STATE UNIVERSITY
BOARD OF TRUSTEES**

**ACADEMIC AFFAIRS, STUDENT LIFE, AND ATHLETICS COMMITTEE
MINUTES**

The Academic Affairs, Student Life, and Athletics Committee met on Tuesday, November 12, 2024, in the Miller Education Center Meeting Room at Middle Tennessee State University.

Call to Order

Acting Committee Chair Michael Wade called the meeting to order at 9:14 a.m.

Roll Call

Board Secretary James Floyd called the roll. The following Committee members were in attendance: J.B. Baker, Tom Boyd, Pete DeLay, Bill Jones, Mary Martin, Steve Smith, Christine Vanek, Michael Wade, Shaylaine Roker, Keith Huber, and Chris Massaro. Pam Wright was absent. A quorum was declared.

Joe Bales, Vice President for University Advancement; Mark Byrnes, Provost; Yvette Clark, Vice President for Information Technology and Chief Information Officer; Khalilah Doss, Vice President for Student Affairs and Dean of Students; Andrew Oppmann, Vice President for Marketing and Communications; Leah Ladley, Chief Audit Executive; and James Floyd, University Counsel and Board Secretary, were also in attendance.

Approval of Minutes - Action

The first agenda item was approval of the minutes from the August 20, 2024, Academic Affairs, Student Life, and Athletics Committee meeting. Trustee Smith moved to approve the August 20, 2024 meeting minutes, and Trustee Boyd seconded the motion. A voice vote was taken, and the motion to approve the minutes was approved unanimously.

Approval of Tenure - Action

Provost Byrnes presented Mary Ann Jones, Chair of the Department of Collection Development and Management, for tenure and Lu Xiong, Assistant Professor in the Department of Mathematical Sciences, for tenure and promotion to Associate Professor.

Trustee DeLay moved to approve tenure for Mary Ann Jones and tenure and promotion to Associate Professor for Lu Xiong, and Trustee Jones seconded the motion. A voice vote was taken, and the motion was approved unanimously.

Approval of New Academic Programs - Action

Provost Byrnes presented three new master of science degree programs:

The M.S. in Biomedical Sciences will meet regional workforce needs in healthcare and help students going to dental or medical school.

The M.S. in Digital Media will be fully online and appeal to working media and public relations professionals who want to update their skill sets or facilitate career advancement.

The M.S. in Biomedical Sciences and M.S. in Digital Media are low-cost programs that utilize faculty and resources already in place.

The M.S. in Legal Studies will be offered in conjunction with the Nashville School of Law (NSL). Eight hours will be taught by NSL and transferred to MTSU. The degree will be marketed to working professionals who want to sharpen their understanding of the law but do not need to pursue a juris doctorate (JD) to achieve their career goals. This degree requires a few new courses and two new faculty who will teach courses outside of the master's program as well.

Trustee Smith moved to approve the new degrees, and Trustee Boyd seconded the motion. A voice vote was taken, and the motion carried.

Approval of New Policy - Action

Vice Provost for Planning and Effectiveness Mary Hoffschwelle presented Policy 51 Institutional Accreditation prepared in response to Tennessee Code Annotated § 49-7-185. The policy identifies the institutional accrediting bodies recognized by the United States Department of Education that can serve as MTSU's accreditor and the process for the University to change its institutional accreditor.

Trustee Boyd moved to approve the new policy, and Trustee Delay seconded the motion. A voice vote was taken, and the motion to approve the new policy carried.

Performance Metrics - Information

Provost Byrnes presented the annual report on metrics, noting there are many sources of data available on the MTSU website in addition to the metrics presented here annually.

Athletics Report - Information

Athletics Director Chris Massaro presented Academic Progress Rates (APR) by team. The APR helps predict graduation success rates, and MTSU has been very successful. Adopted twenty years ago, teams earn points for eligibility and retention each semester.

He also gave an update on capital projects. Murphy Center sound system improvements are being implemented to improve the fan experience. The ribbon cutting for the Student-Athlete Performance Center will be in July. Chase Miller, a former walk-on basketball player, has pledged a large gift towards Build Blue and will be honored at a future game.

Adjournment

Acting Committee Chair Wade adjourned the meeting at 10:16 a.m.

Respectfully submitted,
Academic Affairs, Student Life, and Athletics Committee



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE: February 25, 2025

SUBJECT: **Policy Revision
541 Residential Life and Housing**

PRESENTER: Khalilah Doss
Vice President for Student Affairs
and Dean of Students

BACKGROUND INFORMATION:

Policy 541 for Residential Life and Housing has been revised to include several key updates. First, the policy now clarifies the cancellation and refund provisions, providing more flexibility to offer refunds when there is a housing shortage. Second, the use of residential restrooms by non-residents is now restricted, requiring non-residents to use guest restrooms located in the lobby to ensure student privacy. Third, the disciplinary policy for housing drug offenses has been revised to allow for more discretion in determining appropriate sanctions based on the offense. Additionally, the policy has been modified to comply with Tennessee state law, permitting the possession of tasers and stun guns in residence halls. Lastly, the prohibitions relating to electrical kitchen appliances have been adjusted, allowing toaster ovens and coffee pots in apartment kitchens.



541 Residential Life and Housing Policy

Approved by Board of Trustees

Effective Date: [September 14, 2021](#)

Responsible Division: Student Affairs

Responsible Office: Dean of Students' Office

Responsible Officer: Dean of Students through University Discipline and Rules Committee

I. Purpose

A student residence facility is a densely populated community composed of students with many different interests, habits, and tastes. Middle Tennessee State University (MTSU or University) is committed to the concept that on-campus student residence facilities should provide an atmosphere conducive to both living and learning where, in a spirit of cooperation and consideration for others, students may live, study, and relax together. This policy provides rules to establish and maintain that atmosphere.

II. Definitions

- A. **Assigned Living Space.** The personal dwelling unit of a student and/or occupant residing within a student residence facility.
- B. **Guest(s).** Any person invited by a student resident, occupant, or the University to visit in a student residence facility.
- C. **License Agreement (Agreement).** The contract document setting forth the terms of occupancy of any student residence facility/unit as between the University and student residents that occupy any such student residence facility/unit.
- D. **Occupant(s).** Legal spouse or child residing with a student resident in an assigned living space. The occupant(s) may also be referred to as resident(s).
- E. **Premises.** Any student residence facility owned or operated by the University to provide housing accommodations for student residents.
- F. **Prepayment Fee.** A payment required by the University to secure assigned living space within a student residence facility prior to taking occupancy of a particular assigned

living space. The prepayment fee is applied toward housing costs except where forfeitures apply.

- G. Semester Fee. The payment required to occupy an assigned living space within a student residence facility for a specified term.
- H. Student(s). For the purposes of this policy, student refers to the individual officially enrolled and residing on premises in an assigned living space who is a signatory to the License Agreement. The student(s) may also be referred to as resident(s).

III. Eligibility

Full-time students officially admitted and enrolled at the University for the Fall or Spring semester shall be eligible to reside in a student residence facility during their period of enrollment. Part-time students are not eligible to reside in student residence facilities unless a waiver is provided by the Director of Housing and Residential Life. Such waivers shall be granted on a case-by-case basis. Students who drop below full-time enrollment during the academic year should not assume they will be released from the obligations of their Agreement. Student residence facilities may be leased/licensed to other persons in connection with programs and activities on campus at the discretion of the University.

All students, with the exception of students who are prohibited by federal or state law from residing in student residence facilities for any reason, shall have an equal opportunity to reside in student residence facilities regardless of race, color, religion, creed, ethnic or national origin, sex, sexual orientation, gender identity/expression, familial status, age or disability, provided that separate student residential facilities may be established on the basis of sex.

Occupant residents residing in assigned living space must be the legal spouse or child of a student resident.

Summer housing is available to MTSU students enrolled in summer courses and occupants residing with such students, provided students are enrolled in the summer session for which they plan to reside in a student residence facility.

No person who is registered or required to register as a sex offender pursuant to the Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004, as amended, T.C.A. §§ 40-39-201, et. seq., shall be eligible to reside in any on-campus student residence facility.

IV. Application Process

Application Process and Fees. Students must make application for permission to reside in a student residence facility by returning a completed application signed by the student and, as

applicable, the student's parent/guardian or student's spouse. A completed application, including the required signatures, indicates acceptance of the terms and conditions contained in the Agreement. The completed application shall be incorporated by reference as an exhibit to the signed Agreement.

At the time of application, the Student must also submit a prepayment fee. Semester fees are due and must be paid during the fee payment period at the beginning of the term. Fees are subject to change each year. See [Housing Rates](#) for Fall/Spring or Spring Only or contact Housing and Residential Life (Housing) at 615-898-2971 or by email at housing@mtsu.edu for additional information and current fee rates.

The prepayment fee is refundable prior to first check-in date according to the schedule included in the Student Housing License Agreement and Section V below. All cancellations must be submitted in writing to Housing and Residential Life, MTSU Box 6, Murfreesboro, TN 37132 or by fax to 615-898-5459 or by email to housing@mtsu.edu.

Mandatory Board Plan for Freshmen. Students classified as freshmen not assigned as a family unit are required to purchase an approved board plan option.

Required Immunizations. All new incoming students who live on campus are required to provide proof of adequate immunization against Meningococcal disease after their 16th birthday and within the last five (5) years. Some exemptions exist for students who provide the appropriate medical or religious exemption form to Student Health Services. New incoming students living in on-campus housing will not have the option of refusing this immunization without providing Student Health Services with appropriately executed medical or religious exemptions. To ensure compliance, students are eligible for housing assignment contingent on proof of adequate immunization against Meningococcal disease. This means a housing application will be accepted but a living space cannot be assigned until vaccination against the Meningococcal disease is confirmed by MTSU Student Health Services. For more information on all required immunizations, see [Health Services website](#).

V. Student Housing License Agreement

The Agreement contains applicable provisions regarding prepayment, cancellations, and refunds. Students are responsible for compliance with each provision and term of the Agreement and this policy. A copy of the Agreement may be found at www.mtsu.edu/housing. Prospective students should request a copy of the agreement from Housing and Residential Life.

The term of an Agreement is for the full academic year (Fall and Spring semesters). The Student who enrolls in the University for the Fall semester and who signs an Agreement agrees to reside in a student residence facility for both the Fall semester and the Spring semester provided they enroll in the University during both semesters. Agreements entered into any time after the first

(1st) day of the Fall semester or Spring semester continue in effect until the close of the academic year.

Students must check out of their student residence facility within twenty-four (24) hours of withdrawing from the University or failing to enroll in classes at the University.

The Agreement or an attachment to it must document/identify spouses, children, dependents, and/or other persons residing with the student in the student residence facility.

Assignment/Subletting. No student shall assign the license to use any assigned living space within a student residence facility or sublet any assigned living space within the student residence facility. Any attempted assignment shall be void without the written consent of the University.

Cancellation of the Agreement; Refunds. The student or University may cancel the Agreement if the living space becomes unavailable at any time following the execution of the Agreement. In addition, the student or University may cancel the agreement under the circumstances indicated below:

A. Prior to the beginning of the Term.

1. If the student completes the application process and is assigned a living space but does not enroll in classes for Fall and/or Spring term and fails to properly check in prior to the first day of classes for any given term, University may cancel the Agreement. The student will be considered a no-show subject to forfeiture of their prepayment amount. In cases between terms where the student's personal items have been stored as an accommodation during a non-contract period, student will be subject to forfeiture of their prepayment as well as storage fees and associated costs for removal of personal belongings.
2. Prepayment fee refunds. The amount of any refund of the prepayment fee is made based on the cancellation postmark date, the date a confirmed cancellation email was sent, or the date of hand delivery of the written notice of cancellation. The schedule for refunds, including dates and amounts is specified in the Agreement.

B. During the Term of the Agreement. The Agreement may be cancelled consistent with the criteria identified below:

1. If the student officially withdraws from the University and has complied with check-out procedures, University may cancel the Agreement for the remaining portion of the term. If the student enrolls for Spring term, the Agreement will be reinstated and appropriate charges will be assessed to student's account.
2. If the student does not plan to enroll for the Spring term and notifies University in writing, the Agreement will terminate on the day of the student's last Fall term exam or graduation date, if the student is among those scheduled, in advance, to graduate

and not scheduled to return to the University in a student status. If the student enrolls for Spring term, the Agreement will be reinstated and appropriate charges will be assessed to student's account.

~~a. Prepayment fee refunds; Fall Residents Not Enrolling for the Spring Term.~~

~~The prepayment fee may be refunded as specified below provided the student has appropriate prepayment on file. The amount of any refund of the prepayment fee is made based on the cancellation postmark date, the date a confirmed cancellation email was sent, or the date of hand delivery of the written notice of cancellation. The schedule for refunds, including dates and amounts of such refund, is specified in the Agreement.~~

~~b. A full prepayment refund is available under the following conditions:~~

~~The student is prevented from attending the University because of a medical reason(s) confirmed in writing by a licensed healthcare professional deemed acceptable at the discretion of the University and, due to withdrawal from the University, must cease to occupy assigned living space.~~

~~(2) Residence space is not available.~~

~~(3) The death of the student.~~

~~3. Semester fee refunds. No refund will be made other than under the following conditions:~~

~~a. Refund of semester fees will be made on a prorated weekly calendar basis if the student is forced to withdraw from the University for a medical reason(s) which must be confirmed in writing by a licensed healthcare professional deemed acceptable at the discretion of University and, due to withdrawal from the University, must cease to occupy assigned living space.~~

~~b. Refund of semester fees will be made on a prorated weekly calendar basis if the student is requested to leave the premises for other than disciplinary reasons.~~

~~c. No refund of fees for the academic year will be made if student is required to vacate assigned living space for disciplinary reasons.~~

~~d. A full refund of housing fees will be made in the event of student's death.~~

~~e. Withdrawals for other reasons will be subject to University's fee adjustment period as outlined in the registration guide.~~

4.3. Students who participate in an off-campus academic experience may be eligible for release from the Agreement provided the experience requires the student's regular and/or continued presence at a location significantly distant from the campus so as to constitute an undue hardship on the student, to be determined at the discretion of University. If termination is granted, the Agreement will terminate on the day of the student's last fall term exam or graduation date, if the student is among those scheduled, in advance, to graduate. Students seeking this option must petition for such relief by submitting, prior to November 15, a License Agreement Cancellation Request form outlining the academic experience. The student will be required to provide supportive documentation from the college and/or internship site or assignment.

5.4. In the event the assigned living space is destroyed or otherwise rendered uninhabitable and University does not provide alternative assigned living space, the Agreement will be cancelled and housing fees will be refunded on a prorated basis.

5. Prepayment fee refunds. In addition to circumstances set forth above, a refund of prepayment fees may be made under the following conditions:

a. Fall Residents Not Enrolling for the Spring Term. The prepayment fee may be refunded as specified below provided the student has appropriate prepayment on file. The amount of any refund of the prepayment fee is made based on the cancellation postmark date, the date a confirmed cancellation email was sent, or the date of hand delivery of the written notice of cancellation. The schedule for refunds, including dates and amounts of such refund, is specified in the Agreement.

b. A full prepayment refund is available under the following conditions:

(1) The student is prevented from attending the University because of a medical reason(s) confirmed in writing by a licensed healthcare professional deemed acceptable at the discretion of the University and, due to withdrawal from the University, must cease to occupy assigned living space.

(2) Residence space is not available.

(3) The death of the student.

6. Semester fee refunds. In addition to the circumstances set forth above, a refund of semester fees may be made under the following conditions:

a. Refund of semester fees will be made on a prorated weekly calendar basis if the student is forced to withdraw from the University for a medical reason(s) which

must be confirmed in writing by a licensed healthcare professional deemed acceptable at the discretion of University and, due to withdrawal from the University, must cease to occupy assigned living space.

b. Refund of semester fees will be made on a prorated weekly calendar basis if the student is requested to leave the premises for other than disciplinary reasons.

c. No refund of fees for the academic year will be made if student is required to vacate assigned living space for disciplinary reasons.

d. A full refund of housing fees will be made in the event of student's death.

e. Withdrawals for other reasons will be subject to University's fee adjustment period as outlined in the registration guide.

~~6.7.~~ The University assumes no responsibility for any delay or failure to perform any terms or conditions of the Agreement due to a force majeure, including, but not limited to, fire, earthquake, hurricane, flood, severe storms, acts of God, strikes or labor disputes, riots or civil disturbances, war, national emergency, terrorism, threats of sabotage or terrorism, explosions, plagues, epidemics, pandemics, acts of governmental authorities, or any other occurrence beyond the University's reasonable control. In the event of a force majeure, the University reserves the right to modify housing accommodations and access to dining services.

VI. Housing Assignment

The University reserves the right to make all housing assignments and to make any assignment changes or transfers considered necessary. Assignments are made without regard to race, color, national origin, religion, sex, familial status, or disability, although separate student residence facilities or areas of student residence facilities may be established on the basis of sex.

Housing assignments are made based on the date of application, payment of applicable fees, and submission of required immunization documentation. A specific building, type of room, and specific roommate cannot be guaranteed.

Special living-learning programs may include specific additional criteria for participation/assignment.

In the event any occupant of a multiple occupancy student residence facility ceases to reside in the assigned living space for any reason, the University shall have the right to reassign the remaining occupants to another student residence facility on campus.

Changes to Assigned Living Space. Students may submit requests for changes to their assigned living space to Housing and Residential Life. Students moving out of or into a student residence facility without having written authorization from Housing and Residential Life will be in violation of the Agreement. All changes are authorized on a space-available basis.

A student and/or a student with dependents residing in student residence facilities on campus must notify Housing and Residential Life in writing of any changes in the family unit (e.g., divorce, marriage, change of custody, adoptions, births) during the period of occupancy. Changes in family unit are subject to review and the student may be required to provide appropriate documentation at the discretion of the Director of Housing and Residential Life or designee. Change in family unit may not qualify as a condition for release from the License Agreement. However, it may qualify the student for assignment change provided alternative assigned living space is available.

VII. Check-In and Check-Out

Students may move into their assigned living space by reporting to check-in locations during the dates and times specified in their Agreements. Unless previous arrangements have been made, any student who fails to check in during the specified dates and times will forfeit their original room assignment. Students who fail to check into their student residence facility and who also fail to enroll in classes by the late registration deadline will forfeit their prepayments as specified in the Student Housing License Agreement section of this policy and in the Agreement. An enrolled student who fails to check into the student residence facility but who has not been granted a release from their Agreement will remain subject to the financial obligation incurred by signing the Agreement.

Each student must check out in person with the area coordinator or designated representative at the end of each semester and turn in all keys to the assigned living space. Their assigned living space must be clean and all personal property must be stored or removed. Housing and Residential Life assumes no responsibility for property left in assigned living spaces after check-out and/or student residence facility closing. Where applicable, additional charges for cleaning the assigned living space or removing abandoned items may be assessed to the student's account.

VIII. Responsibility for and Maintenance of Property

Responsibility for Personal Property. The University does not assume any legal obligation to pay for the loss or damage to personal property of residents occurring in its buildings or on its grounds. Students or their parents are encouraged to carry appropriate insurance to cover such losses.

Aid in Maintenance. Students shall assist and cooperate with the University in the care and maintenance of the premises and shall report promptly to their student residence facility staff any breakage, damage, or need for repair of the student's assigned living space, facilities, or equipment therein. Students shall not adjust or tamper with any mechanical equipment.

Students are responsible for the care and preservation of their assigned living spaces and all University-owned equipment and furnishings. All students will complete a room inventory when they establish occupancy. Damages occurring during their period of occupancy beyond normal wear will be assessed to the individual(s) responsible as will unusual cleaning charges. Furnishings must not be removed from the assigned living space or public areas without the authorization of the area coordinator. Students shall make no alterations, changes, repairs, remodeling, or painting of the assigned living space. Pictures and other materials may be posted on walls within the assigned living space using a non-defacing adhesive. No nails or screws may be driven into any wall. The student(s) responsible will bear the cost of repair or replacement for damaged or misplaced furnishings. Costs for damages or loss occurring in the public areas of a building will be shared equally by all students responsible for that area of the building when the damage or loss cannot be attributed to specific individuals. A minimum damage charge of one dollar (\$1.00) per occurrence will be assessed to each student.

Each student agrees to pay the University, immediately upon demand, for any and all damages to the assigned living space, including but not limited to damages to exterior or interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, appliances, fixtures, and furnishings of the assigned living space and its surrounding premises, if such damage is caused by an act or failure to act by the student or guests of the student.

Removal of Personal Property; Abandoned Property. Personal property of any kind that remains in an assigned living space either after a student: (1) withdraws from classes at the University, (2) has their Agreement terminated, (3) is otherwise relocated (from building to building, from room to room, from side to side, or within the designated area assigned), (4) has checked out; or, (5) after the facilities have been closed, will be considered abandoned property. The University shall have the right to remove the student's personal property and store the belongings. The University will then dispose of such items in accordance with [Policy 685 Disposal of Surplus Property](#). Any applicable cleaning, packing, or storage charges will be assessed to the student's account. Housing assumes no responsibility for abandoned property that is lost, stolen, or damaged during packing, storage, or disposal.

IX. Safety and Security

Residents must share responsibility for maintaining a safe and secure residential community. Residents should keep their doors and windows locked any time they are out of the assigned living space, even for short periods of time. Residents who do not keep their doors and windows locked any time they are out of the assigned living space, or who prop open wing or building doors may be subject to disciplinary action. All visitors to student residence facilities must enter/exit only from the main entrance/door of the building, unless special permission has been secured from the area coordinator. Residents leaving the building through locked security doors are responsible for ensuring that the doors close to the locked position.

During holiday periods, doors and windows should be securely locked, and window shades should be opened. Items of value should not be left in the assigned living space over a holiday

period. Any theft or losses should be reported to the University Police. Housing and Residential Life is not responsible for loss, damage, or theft of personal property. Residents and/or their parents are strongly encouraged to carry appropriate insurance to cover the potential theft, loss, or damage of personal property.

Card Access Systems. All students are expected to carry and swipe their own student identification (ID) cards to enter student residence facilities with an installed card access system. Students who experience difficulty using their ID cards to gain entry to a building should contact the front desk of the student residence facility. As a security precaution, students who lose their ID cards should report the loss to the front desk of the student residence facility and the ID Office. Residents are not permitted to share or loan their ID cards with other persons.

Keys. All keys to assigned living spaces are the property of the University, and a student may not have duplicate keys made. Students who misplace their keys and need access to their assigned living spaces should contact the front desk of the student residence facility to be issued a temporary key. As a security precaution, students who lose their keys will have their locks changed and the core replaced and will be charged the appropriate fee. Residents are not permitted to share or loan their keys to other persons.

Fire safety. The sounding of false fire alarms and tampering with firefighting or safety equipment, including extinguishers, hoses, EXIT signs, and the alarm system is prohibited. Residents are responsible for safely evacuating the building immediately upon the sounding of the alarm or as otherwise directed by student residence facility staff.

Fire drills. Each student residence facility will conduct a minimum of two (2) fire exit drills each semester. One (1) will be announced and notice given to all building staff and residents. One (1) will be unannounced without notice to either the building staff or residents.

Disease. Students will report immediately to the University any infectious or contagious disease occurring within the student residence facility.

X. Entry and Inspections

A student's assigned living space may be entered at all reasonable times to examine and inspect the space for maintenance, health, safety, emergency purposes, or to render service and/or repairs to the assigned living space. Students shall permit the duly authorized agent, employee, or representative of the University to enter without notice any part of the assigned living space during reasonable hours for the purpose of inventory, maintenance inspections, improvements, or repair to any part of such assigned living space.

A student's assigned living space may be inspected with the consent of the student or any other occupant of the assigned living space.

All entries and inspections shall be conducted in accordance with federal and state laws.

Health and Safety Inspections; Maintenance Inspections. Health and safety inspections will be conducted in all student residence facilities on a monthly basis by Housing and Residential Life staff to determine compliance with safety, health, and maintenance standards. Notice will be given prior to these inspections. Maintenance inspections occur when a work order has been submitted or when Housing and Residential Life staff becomes aware of an issue. These inspections will be conducted by University personnel during reasonable hours. Residents who fail to comply with the safety, health, and maintenance standards may be subject to disciplinary action.

XI. Visitation

Students and occupants shall be responsible for the compliance of their invited guests with this policy.

- A. Visitation hours will be 10:00 a.m. until midnight Sunday through Thursday, and 10:00 a.m. until 2:00 a.m. on Friday and Saturday. All guests are required to check in at the front desk or other designated area and must be escorted at all times. Guests are not to wander in the student residence facilities nor are they permitted in residential bathrooms; guest bathrooms are located in the lobby. ~~opposite sex restrooms.~~ If escorted at all times by the host, guests are permitted in any common area of the student residence facility.
- B. Guests will be permitted in assigned living spaces only with the permission of the other occupants of the assigned living space. Interference with another occupant's privacy, use, and enjoyment of the assigned living space will not be allowed.
- C. Visitation hours during summer sessions will be 10:00 a.m. until midnight Sunday through Thursday, and 10:00 a.m. until 2:00 a.m. on Friday and Saturday.
- D. It is the responsibility of all students to be aware of the visitation hours/policy for the student residence facility they are visiting.
- E. A register will be maintained at the front desk of each residence facility that has twenty-four (24) hour staff. Students having guests are responsible for seeing that their guests provide identification and sign the register when entering and leaving the student residence facility as directed by the student residence facility staff.
- F. Each guest must be escorted by the student host from the lobby to the assigned living space they are visiting and from the assigned living space back to the lobby.

- G. Room checks may be made at any time during visitation by student residence facility personnel. Violations of visitation guidelines will be reported to the appropriate area coordinator of the participating student residence facility.
- H. There will be no more than a total of five (5) guests in an assigned living space at any given time except in cases where guests are members of the student's immediate family.
- I. Any student who violates visitation policies or whose guests violate visitation policies may lose subsequent visitation privileges.
- J. Visitation regulations apply to all guests regardless of gender.
- K. Overnight guests of the same sex are permitted, if the following conditions are met:
 1. The guest is registered with the area coordinator prior to staying overnight.
 2. The student host informs the guest of student residence facility regulations and accepts responsibility for the guest's conduct.
 3. Permission for a guest to stay more than two (2) consecutive nights must be obtained from the Director, Housing and Residential Life and/or designee.

XII. Housing Disciplinary Offenses

Students, occupants, and guests are subject to, and shall comply with, the rules and policies of the University, as well as all federal and state laws. Violators are subject to appropriate disciplinary action.

The following is a non-exclusive list of offenses for which students may be subject to disciplinary action through the process set out in Section XIV. Students may be subject to additional disciplinary charges and sanctions through the Office of Student Conduct pursuant to [Policy 540 Student Conduct](#). Violations may also result in cancellation of the student's Agreement.

- A. Alcohol. The use and/or possession of alcoholic beverages is prohibited in all student residence facilities. Empty alcohol containers (including but not limited to bottles, cans, shot glasses, flasks, and kegs) may not be used for display purposes in any student residence facility or assigned living space.
- B. Bicycles and Motorcycles. Parking or storing bicycles, mopeds, or motorcycles is not permitted in hallways, stairways, outside walkways, fire escapes, or lobbies of student residence facilities. Bicycles may be kept inside the student residence facility in bicycle

storage rooms or assigned living spaces, providing they do not block entrances or exits. Bicycles may not be kept in public areas (i.e. hallways, lounges, stairwells, etc.).

- C. Business or Commercial Use. Student residence facilities may not be used for any business or commercial purpose. The facilities are to be used for residential purposes only.
- D. Computer and Network Acceptable Use. [Policy 910 Information Technology Resources](#) is intended to prevent abuses of equipment and services, and to ensure that the use of computers and networks honors the public trust and supports the University's mission to educate students, conduct research, and provide public service. Using MTSU and state resources for unauthorized copying and/or distribution of copyright-protected information, music, video, and software is prohibited.
- E. Construction. No construction of any kind is allowed without prior written consent of the University.
- F. Data Service. All student residence facilities have direct data network access via Ethernet jack and wireless. All residents using the MTSU data network must adhere to all provisions of [Policy 910 Information Technology Resources](#).
 - 1. Wireless routers are not permitted.
 - 2. Servers of any type are not allowed in student residence facilities. This includes but is not limited to Web, FTP, telnet, game, peer-to-peer, and file servers. Servers discovered in operation are subject to disconnection.
 - 3. Distributing copyrighted material without permission is not permitted and may result in suspension of network access as well as other sanctions.
 - 4. Internet Protocol (IP) addresses are centrally assigned and may not be changed. To receive this address and other necessary configuration information, the network card must be set to obtain address information automatically via Dynamic Host Configuration Protocol (DHCP). Computers attempting to circumvent this registration and assignment process are subject to disconnection.
- G. Disturbances or Nuisances. No student resident shall permit or create a nuisance or disturb any other residents of the facility. Students shall not conduct or permit activities in their student residence facilities that would, in any manner, create disturbances or cause disruption to other residents.
- H. Drugs. The unlawful use and/or possession of drugs and/or drug paraphernalia is prohibited on the University campus and in all student residence facilities. ~~Housing and Residential Life has a zero-tolerance policy meaning s~~Students found in violation of drug

or drug-related policies ~~may will~~ be removed from the student residence facility and be responsible for paying out the academic year Agreement in full. Any reasonable suspicion of drug use or possession including odor of burnt or raw marijuana, physical characteristics of impairment, and/or possession of any paraphernalia that can be used for drug consumption will lead to an investigation and possible violation of this rule.

- I. Electrical Kitchen Appliances. Appliances with open heating elements or air fryers may not be operated in student residence facilities except that ~~Apartment residents are permitted to have toasters, toaster ovens and coffee pots in their kitchen.~~
- J. Failure to Comply with Sanctions. Failure to fully comply with disciplinary sanctions imposed subsequent to the process set forth in Section XIV.
- K. Failure to Cooperate with Institutional Officials. Any act of insubordination or failure to cooperate with University officials, including all levels of Housing and Residential Life staff acting in the performance of their duties, is grounds for the immediate termination of the Agreement.
- L. Fire Hazards. Students shall permit no combustible material to be kept in an assigned living space or on the premises and shall take every precaution to prevent fires. Fire escapes shall be kept clear of all items and shall be used in case of emergency only. Students will not store or lock anything on or immediately adjacent (within two [2] feet) to electrical meters or conduits from these meters leading into student residence facilities.
- M. Fire Safety. The sounding of false fire alarms and tampering with firefighting or safety equipment, including extinguishers, hoses, EXIT signs, and the alarm system is prohibited. Residents are responsible for safely evacuating the building immediately upon the sounding of the alarm or as otherwise directed by student residence facility staff. Students failing to appropriately evacuate the building may be subject to disciplinary action.
- N. Firearms, Explosives, Fireworks, and Inflammables. The possession or use of firearms, slingshots, paint ball guns, super-soakers, explosives, fireworks, inflammable fluids, dangerous chemical mixtures, pellet guns, B.B. guns, propelled missiles, ~~tasers, stun guns~~ or ammunition (which includes but is not limited to bullets, paint balls, pellets, and B.B.s) is prohibited.
- O. Heating. Students shall not use any appliances for heating except those provided with prior written consent of the University.
- P. Illegal activities. Illegal activities of any kind within student residence facilities are prohibited.
- Q. Keys. Keys to assigned living spaces are the property of the University, and a student may not have duplicate keys made.

- R. Noise and Quiet Hours. The primary aim of Housing and Residential Life is to maintain an atmosphere conducive to the pursuit of residents' academic goals and to provide an opportunity for uninterrupted study and rest. Courtesy hours are in effect twenty-four (24) hours a day. Unnecessary noise, from whatever the source, must be discontinued upon request. Quiet hours are in effect from 9:00 p.m. until 9:00 a.m. every day. Strict quiet hours will be in effect twenty-four (24) hours a day beginning one (1) day prior to the start of final exams and will continue through the end of the exam period.
- S. Pets. No pets of any kind are allowed in the student residence facilities, with the exception of fish contained in one aquarium no larger than ten (10) gallons. This does not exclude accommodations required pursuant to federal and/or state law.
- T. Maintenance of Premises. Students shall maintain the premises, including their yards, in a neat and orderly condition. No refuse, loose paper, cans, bottles, etc., shall be permitted to accumulate outside or underneath assigned living spaces.
- U. Prohibited Items. The following is a non-exhaustive list of items which are prohibited in student residence facilities: water-filled furniture, personal air conditioners, unauthorized refrigerators, freezers, [air fryers](#), pianos, exterior aerials or antennas, heavy electrical appliances such as laundry and dishwashing machines, personal stoves, extension cords, multiple-outlet plug adapters, halogen lamps, candles, incense, firearms, explosives, fireworks, flammable fluids, slingshots, paint ball guns, super-soakers, dangerous chemical mixtures, pellet guns, B.B. guns, ammunition (which includes but is not limited to bullets, paint balls, pellets, and B.B.s) propelled missiles, alcoholic beverages, and illegal drugs or paraphernalia. Additionally, all residents must adhere to all provisions of [Policy 770 Fire Safety in On-Campus Student Residential Housing](#).
- V. Security Doors. At no time may security doors be propped open.
- W. Smoking. Pursuant to [Policy 750 Tobacco-Free Campus](#), smoking (including vaporizers, hookahs, e-cigs, etc.) is prohibited on the University campus and within student residence facilities. Students wishing to use tobacco products must do so in the privacy of a personal vehicle. Tobacco products can only be stored in a private vehicle.
- X. Soliciting Sales. Soliciting, canvassing, or the use of student residence facilities as a location for selling is prohibited unless written permission is granted by the Dean of Students. Since solicitors or other salespersons are not allowed access to the premises except with permission from the University, students are requested to notify the front desk of violations of this rule.
- Y. Violation of General Policies. Any violation of the general policies or procedures of the University as published in an official institutional publication or on the institutional website, including the intentional failure to perform any required action or the intentional performance of any prohibited action.

- Z. Violation of State or Federal Laws. Any violation of state or federal laws or regulations proscribing conduct or establishing offenses, which laws and regulations are incorporated herein by reference.
- AA. Violation of the Terms of the Student Housing License Agreement. By signing the Agreement, a student agrees to support and abide by the policies, rules, and disciplinary procedures governing a living and learning community.
- BB. Windows and Window Screens. Students shall not tamper with windows or window screens at any time. Students are not permitted to drop, pour, throw, or hang any object from a window. Nothing may be affixed, attached to, or hung over any part of the outside of the student residence facility or hung on an outward facing window. Only University-issued blinds and window coverings may be attached to windows.
- CC. Roofs and Ledges. Roofs and ledges of student residence facilities are strictly off limits. Gaining unauthorized access to a roof or ledge is prohibited.

XIII. Guidelines and Procedures for Housing Conduct Violations

Students who engage in prohibited conduct as specified in Section XII may be subject to the disciplinary processes of Housing and Residential Life, as well as other University disciplinary processes through the Office of Student Conduct. The following guidelines are provided to assist students in understanding and responding to the Housing and Residential Life judicial process, including its use of incident reports, conduct violation referrals, disciplinary conferences, and applicable forms. The imposition of sanctions for conduct violations resulting from incident reports filed with regard to prohibited conduct does not preclude additional hearing and sanctioning processes through the University disciplinary process. Individual circumstances can determine varying levels of response, and sanctions can take into account the specific facts of each situation. By signing the Agreement, a student agrees to support and abide by the policies, rules and disciplinary procedures governing a living and learning community.

Responsibility for Administration. Unless indicated otherwise, all initial violations of Housing and Residential Life rules will be adjudicated by the Area Coordinators in each of their respective areas. When necessary, cases will be referred to the Associate Director of Residential Education or designee, including cases involving multiple violations of Housing rules. The Associate Director will be responsible for adjudicating all cases referred to them and applying the appropriate sanctions. Alternately or additionally, the Associate Director may elect to refer all cases which involve multiple violations of [Policy 540 Student Conduct](#), when inappropriate behavior persists, or when other circumstances warrant such action, to the Office of Student Conduct for disposition pursuant to the University disciplinary process as provided in [Policy 540 Student Conduct](#).

Conduct Violation Referral. Cases are adjudicated from an incident report submitted to the Area Coordinator by a Housing and Residential Life staff member and/or resident of the student residence facility. Cases may also be adjudicated from incident reports provided by the University Police.

Disciplinary Conference. A student alleged to have engaged in prohibited conduct will receive a written notice directing the student to appear for a disciplinary conference. The notice will be provided at least five (5) days prior to the date of the conference. In addition to providing the date, time, and location of the conference, the notice will inform the student of:

- A. The policy/rule violation(s) for which they are being charged.
- B. The opportunity to call witnesses or present other evidence on their behalf.
- C. The right to be accompanied by an advisor of their choice. The advisor is not allowed to participate in the conference and may only advise the student. The advisor cannot be a student who has been charged with a conduct violation related to the same incident.
- D. The right to a copy of the Incident Report, if any, on which the conference is being held.

At the conference, the student will be interviewed by the appropriate Housing and Residential Life official. During this interview, the student will be advised as to what Housing policies/rules have allegedly been violated and will be given an opportunity to explain their version of the act or incident, or to otherwise refute the allegations.

The Housing and Residential Life official will review the incident, taking into account the information provided by the student. A determination will be made as to whether policy/rule was violated or not, and the student will be advised as to whether or not sanctions are warranted. The standard of proof required for a finding of violation of the Housing and Residential Life Rules shall be the preponderance of the evidence.

At the conclusion of the disciplinary conference, or at a later point as deemed necessary, the student will be provided a disposition form indicating what violation(s) the student has been found responsible for and the sanction imposed. The decision of the Housing and Residential Life official is final.

Effect of Noncooperation. A student who fails to cooperate, ignores, or otherwise does not respond after receiving notice of the disciplinary conference may be subject to temporary measures such as having the locks changed on their assigned living space or having their student ID card blocked. If the student continues to not respond, the Associate Director of Residential Education or designee will initiate action for possible cancellation of the Agreement and removal of the student from their assigned living space.

Failure to Comply with Sanctions. It is expected that all sanctions will be completed within the time frame given in writing to the student. Failure to comply with sanctions in a timely manner may result in a meeting with the Associate Director of Residential Education or designee. The Associate Director of Residential Education may give a written extension if such is deemed appropriate, or may initiate the disciplinary process to consider this violation.

XIV. Housing Disciplinary Sanctions

Upon a determination that a student has violated any of the Housing and Residential Life disciplinary offenses set forth in this policy or the general policies of the University, disciplinary sanctions may be imposed, either singly or in combination. Following is a non-exclusive list of potential sanctions:

- A. Restitution. Restitution may be required in situations which involve destruction, damage, or loss of property. When restitution is required, the student is obligated to compensate a party or parties for a loss suffered as a result of the violation(s). Any such payment in restitution shall be limited to actual cost of repair, replacement, or financial loss.
- B. Housing Probation. If a student is engaging in repeated or continuing prohibited conduct, the student may be placed on Housing probation. The student will be informed that during this time period any further violations may be cause for cancellation of the Agreement.
- C. Residential Service. A student may be required to perform specified tasks or service to the student residence facility community under the supervision of a University official.
- D. Community Impact Statement/Project. A student may be required to complete a written paper, project, or presentation which relates to the offense.
- E. Involuntary Reassignment. A student may be involuntarily moved to another student residence facility if warranted by their behavior.
- F. Cancellation of Agreement. A student's Agreement is canceled, and the student must vacate their assigned living space within twenty-four (24) hours of notification or as directed by the appropriate Housing and Residential Life official. No refund of fees for the academic year will be made if the student is required to vacate assigned living space for disciplinary reasons.

XV. Special Regulations Applicable to Womack Lane Apartments

Womack Lane Apartments are available for the use of full-time students with a spouse, and/or a dependent child or dependent children who will reside on campus with the full-time student. A student does not have to attend school during the Summer sessions, provided the student enrolls full-time the following semester. A one (1)-bedroom furnished apartment will be

assigned to a family unit of three (3), and a two (2)-bedroom unfurnished apartment will be assigned to a family unit no larger than five (5).

Information Requested by the University. Students shall submit to the University, upon request, signed statements or other required documents setting forth the pertinent facts concerning their household composition and student status. The University may reexamine such information periodically for the purpose of determining the right of continued occupancy.

Supervision of Children. Parents, legal guardians, and babysitters are responsible for providing appropriate care and supervision for children in their care and are responsible for the conduct of such children while the children are on Womack Lane Apartments property and MTSU campus grounds. Children under twelve (12) years of age must be accompanied by a parent, guardian, or other adult while on the Womack Lane Apartments property, including the Womack Lane Apartments playground or in the Womack Lane Apartments Center.

XVI. Miscellaneous Regulations

- A. Transfer or Subletting Assigned Living Space. Students shall not transfer possession, lease, or sublet the assigned living space nor give accommodations to roomers, boarders, or lodgers, and any attempted assignment or subleasing shall be void without the written consent of the University.
- B. Rubbish, Garbage, and Waste. Students shall deposit garbage, rubbish, and other waste in a manner prescribed by the University and laws and ordinances covering the use of the premises. At no time are personal garbage bags or cans permitted in hallways, breezeways, lobbies, etc. Examples of other personal items not permitted in student residence facilities and/or common areas include but are not limited to boxes, furniture, and appliances.
- C. Liability for Loss or Damage.
 - 1. The University does not maintain insurance on any personal property of students, and all personal property of students on the premises shall be at the risk of the student. The University shall not be liable for any damages to, or theft of, personal property of students in student residence facilities.
 - 2. The University shall not be liable for any damages or injuries to any student or the occupants of student residence facilities, or to guests or invitees of such students resulting from any act or failure to act by the student or any other occupant of the premises, or from any lack of repair of the facility or any accident occurring in or about the facility, except as authorized by and allowed pursuant to T.C.A. §§ 9-8-301, et. seq.
Each student who occupies an assigned living space agrees to indemnify and hold the University harmless from and against any and all claims, damages, or causes of

action whatsoever, asserted by any person arising out of or in any way connected with the use of the premises by the student.

- D. Residential Parking. Residence parking areas are reserved for the occupants of student residence facilities. All on-campus residents with vehicles are required to purchase an appropriate parking decal from Parking and Transportation Services. Stickers for Womack Lane families are limited to two (2) per apartment. Unauthorized vehicles and/or abandoned or immobile vehicles will be cited and/or removed at the owner's expense.
- E. Refrigerator Guidelines. Small refrigerators are permitted in assigned living spaces provided they are no larger than 3.7 cubic feet and do not exceed 3.0 amps.
- F. Storage. Storage of all household or personal property outside of assigned living spaces shall be in such manner as prescribed by the University. Students shall not store items in areas including but not limited to attics, breezeways, hallways, lobbies, or underneath assigned living spaces.
- G. Untimely Payment of Fees. Any student resident who fails to make timely payment of all fees due under the terms of the License Agreement will be liable for all expenses of collection, including court costs and attorneys' fees.

XVII. Missing Students

See [Policy 720 Missing Residential Student Notification](#).

XVIII. Exceptions

Exceptions to the policy may only be granted by the University President or designee.

Forms: none.

Revisions: June 5, 2017 (original); September 14, 2021; _____.

Last Reviewed: ~~September 2022~~ _____.

References: Policies 540 Student Conduct; 685 Disposal of Surplus Property; 720 Missing Residential Student Notification; 750 Tobacco-Free Campus; 770 Fire Safety in On-Campus Student Residential Housing; 910 Information Technology Resources; Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004; T.C.A. §§ 9-8-301 et. seq.; Higher Education Act of 2008.



541 Residential Life and Housing Policy

Approved by Board of Trustees

Effective Date: March 18, 2025

Responsible Division: Student Affairs

Responsible Office: Dean of Students' Office

Responsible Officer: Dean of Students through University Discipline and Rules Committee

I. Purpose

A student residence facility is a densely populated community composed of students with many different interests, habits, and tastes. Middle Tennessee State University (MTSU or University) is committed to the concept that on-campus student residence facilities should provide an atmosphere conducive to both living and learning where, in a spirit of cooperation and consideration for others, students may live, study, and relax together. This policy provides rules to establish and maintain that atmosphere.

II. Definitions

- A. **Assigned Living Space.** The personal dwelling unit of a student and/or occupant residing within a student residence facility.
- B. **Guest(s).** Any person invited by a student resident, occupant, or the University to visit in a student residence facility.
- C. **License Agreement (Agreement).** The contract document setting forth the terms of occupancy of any student residence facility/unit as between the University and student residents that occupy any such student residence facility/unit.
- D. **Occupant(s).** Legal spouse or child residing with a student resident in an assigned living space. The occupant(s) may also be referred to as resident(s).
- E. **Premises.** Any student residence facility owned or operated by the University to provide housing accommodations for student residents.
- F. **Prepayment Fee.** A payment required by the University to secure assigned living space within a student residence facility prior to taking occupancy of a particular assigned living space. The prepayment fee is applied toward housing costs except where forfeitures apply.

- G. Semester Fee. The payment required to occupy an assigned living space within a student residence facility for a specified term.
- H. Student(s). For the purposes of this policy, student refers to the individual officially enrolled and residing on premises in an assigned living space who is a signatory to the License Agreement. The student(s) may also be referred to as resident(s).

III. Eligibility

Full-time students officially admitted and enrolled at the University for the Fall or Spring semester shall be eligible to reside in a student residence facility during their period of enrollment. Part-time students are not eligible to reside in student residence facilities unless a waiver is provided by the Director of Housing and Residential Life. Such waivers shall be granted on a case-by-case basis. Students who drop below full-time enrollment during the academic year should not assume they will be released from the obligations of their Agreement. Student residence facilities may be leased/licensed to other persons in connection with programs and activities on campus at the discretion of the University.

All students, with the exception of students who are prohibited by federal or state law from residing in student residence facilities for any reason, shall have an equal opportunity to reside in student residence facilities regardless of race, color, religion, creed, ethnic or national origin, sex, sexual orientation, gender identity/expression, familial status, age or disability, provided that separate student residential facilities may be established on the basis of sex.

Occupant residents residing in assigned living space must be the legal spouse or child of a student resident.

Summer housing is available to MTSU students enrolled in summer courses and occupants residing with such students, provided students are enrolled in the summer session for which they plan to reside in a student residence facility.

No person who is registered or required to register as a sex offender pursuant to the Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004, as amended, T.C.A. §§ 40-39-201, et. seq., shall be eligible to reside in any on-campus student residence facility.

IV. Application Process

Application Process and Fees. Students must make application for permission to reside in a student residence facility by returning a completed application signed by the student and, as applicable, the student's parent/guardian or student's spouse. A completed application, including the required signatures, indicates acceptance of the terms and conditions contained in the Agreement. The completed application shall be incorporated by reference as an exhibit to the signed Agreement.

At the time of application, the Student must also submit a prepayment fee. Semester fees are due and must be paid during the fee payment period at the beginning of the term. Fees are subject to change each year. See [Housing Rates](#) for Fall/Spring or Spring Only or contact Housing and Residential Life (Housing) at 615-898-2971 or by email at housing@mtsu.edu for additional information and current fee rates.

The prepayment fee is refundable prior to first check-in date according to the schedule included in the Student Housing License Agreement and Section V below. All cancellations must be submitted in writing to Housing and Residential Life, MTSU Box 6, Murfreesboro, TN 37132 or by fax to 615-898-5459 or by email to housing@mtsu.edu.

Mandatory Board Plan for Freshmen. Students classified as freshmen not assigned as a family unit are required to purchase an approved board plan option.

Required Immunizations. All new incoming students who live on campus are required to provide proof of adequate immunization against Meningococcal disease after their 16th birthday and within the last five (5) years. Some exemptions exist for students who provide the appropriate medical or religious exemption form to Student Health Services. New incoming students living in on-campus housing will not have the option of refusing this immunization without providing Student Health Services with appropriately executed medical or religious exemptions. To ensure compliance, students are eligible for housing assignment contingent on proof of adequate immunization against Meningococcal disease. This means a housing application will be accepted but a living space cannot be assigned until vaccination against the Meningococcal disease is confirmed by MTSU Student Health Services. For more information on all required immunizations, see [Health Services website](#).

V. Student Housing License Agreement

The Agreement contains applicable provisions regarding prepayment, cancellations, and refunds. Students are responsible for compliance with each provision and term of the Agreement and this policy. A copy of the Agreement may be found at www.mtsu.edu/housing. Prospective students should request a copy of the agreement from Housing and Residential Life.

The term of an Agreement is for the full academic year (Fall and Spring semesters). The Student who enrolls in the University for the Fall semester and who signs an Agreement agrees to reside in a student residence facility for both the Fall semester and the Spring semester provided they enroll in the University during both semesters. Agreements entered into any time after the first (1st) day of the Fall semester or Spring semester continue in effect until the close of the academic year.

Students must check out of their student residence facility within twenty-four (24) hours of withdrawing from the University or failing to enroll in classes at the University.

The Agreement or an attachment to it must document/identify spouses, children, dependents, and/or other persons residing with the student in the student residence facility.

Assignment/Subletting. No student shall assign the license to use any assigned living space within a student residence facility or sublet any assigned living space within the student residence facility. Any attempted assignment shall be void without the written consent of the University.

Cancellation of the Agreement; Refunds. The student or University may cancel the Agreement if the living space becomes unavailable at any time following the execution of the Agreement. In addition, the student or University may cancel the agreement under the circumstances indicated below:

A. Prior to the beginning of the Term.

1. If the student completes the application process and is assigned a living space but does not enroll in classes for Fall and/or Spring term and fails to properly check in prior to the first day of classes for any given term, University may cancel the Agreement. The student will be considered a no-show subject to forfeiture of their prepayment amount. In cases between terms where the student's personal items have been stored as an accommodation during a non-contract period, student will be subject to forfeiture of their prepayment as well as storage fees and associated costs for removal of personal belongings.
2. Prepayment fee refunds. The amount of any refund of the prepayment fee is made based on the cancellation postmark date, the date a confirmed cancellation email was sent, or the date of hand delivery of the written notice of cancellation. The schedule for refunds, including dates and amounts is specified in the Agreement.

B. During the Term of the Agreement. The Agreement may be cancelled consistent with the criteria identified below:

1. If the student officially withdraws from the University and has complied with check-out procedures, University may cancel the Agreement for the remaining portion of the term. If the student enrolls for Spring term, the Agreement will be reinstated and appropriate charges will be assessed to student's account.
2. If the student does not plan to enroll for the Spring term and notifies University in writing, the Agreement will terminate on the day of the student's last Fall term exam or graduation date, if the student is among those scheduled, in advance, to graduate and not scheduled to return to the University in a student status. If the student enrolls for Spring term, the Agreement will be reinstated and appropriate charges will be assessed to student's account.
3. Students who participate in an off-campus academic experience may be eligible for release from the Agreement provided the experience requires the student's regular and/or continued presence at a location significantly distant from the campus so as to constitute an undue hardship on the student, to be determined at the discretion

- of University. If termination is granted, the Agreement will terminate on the day of the student's last fall term exam or graduation date, if the student is among those scheduled, in advance, to graduate. Students seeking this option must petition for such relief by submitting, prior to November 15, a License Agreement Cancellation Request form outlining the academic experience. The student will be required to provide supportive documentation from the college and/or internship site or assignment.
4. In the event the assigned living space is destroyed or otherwise rendered uninhabitable and University does not provide alternative assigned living space, the Agreement will be cancelled and housing fees will be refunded on a prorated basis.
 5. Prepayment fee refunds. In addition to circumstances set forth above, a refund of prepayment fees may be made under the following conditions:
 - a. Fall Residents Not Enrolling for the Spring Term. The prepayment fee may be refunded as specified below provided the student has appropriate prepayment on file. The amount of any refund of the prepayment fee is made based on the cancellation postmark date, the date a confirmed cancellation email was sent, or the date of hand delivery of the written notice of cancellation. The schedule for refunds, including dates and amounts of such refund, is specified in the Agreement.
 - b. A full prepayment refund is available under the following conditions:
 - (1) The student is prevented from attending the University because of a medical reason(s) confirmed in writing by a licensed healthcare professional deemed acceptable at the discretion of the University and, due to withdrawal from the University, must cease to occupy assigned living space.
 - (2) Residence space is not available.
 - (3) The death of the student.
 6. Semester fee refunds. In addition to the circumstances set forth above, a refund of semester fees may be made under the following conditions:
 - a. Refund of semester fees will be made on a prorated weekly calendar basis if the student is forced to withdraw from the University for a medical reason(s) which must be confirmed in writing by a licensed healthcare professional deemed acceptable at the discretion of University and, due to withdrawal from the University, must cease to occupy assigned living space.

- b. Refund of semester fees will be made on a prorated weekly calendar basis if the student is requested to leave the premises for other than disciplinary reasons.
 - c. No refund of fees for the academic year will be made if student is required to vacate assigned living space for disciplinary reasons.
 - d. A full refund of housing fees will be made in the event of student's death.
 - e. Withdrawals for other reasons will be subject to University's fee adjustment period as outlined in the registration guide.
7. The University assumes no responsibility for any delay or failure to perform any terms or conditions of the Agreement due to a force majeure, including, but not limited to, fire, earthquake, hurricane, flood, severe storms, acts of God, strikes or labor disputes, riots or civil disturbances, war, national emergency, terrorism, threats of sabotage or terrorism, explosions, plagues, epidemics, pandemics, acts of governmental authorities, or any other occurrence beyond the University's reasonable control. In the event of a force majeure, the University reserves the right to modify housing accommodations and access to dining services.

VI. Housing Assignment

The University reserves the right to make all housing assignments and to make any assignment changes or transfers considered necessary. Assignments are made without regard to race, color, national origin, religion, sex, familial status, or disability, although separate student residence facilities or areas of student residence facilities may be established on the basis of sex.

Housing assignments are made based on the date of application, payment of applicable fees, and submission of required immunization documentation. A specific building, type of room, and specific roommate cannot be guaranteed.

Special living-learning programs may include specific additional criteria for participation/assignment.

In the event any occupant of a multiple occupancy student residence facility ceases to reside in the assigned living space for any reason, the University shall have the right to reassign the remaining occupants to another student residence facility on campus.

Changes to Assigned Living Space. Students may submit requests for changes to their assigned living space to Housing and Residential Life. Students moving out of or into a student residence facility without having written authorization from Housing and Residential Life will be in violation of the Agreement. All changes are authorized on a space-available basis.

A student and/or a student with dependents residing in student residence facilities on campus must notify Housing and Residential Life in writing of any changes in the family unit (e.g.,

divorce, marriage, change of custody, adoptions, births) during the period of occupancy. Changes in family unit are subject to review and the student may be required to provide appropriate documentation at the discretion of the Director of Housing and Residential Life or designee. Change in family unit may not qualify as a condition for release from the License Agreement. However, it may qualify the student for assignment change provided alternative assigned living space is available.

VII. Check-In and Check-Out

Students may move into their assigned living space by reporting to check-in locations during the dates and times specified in their Agreements. Unless previous arrangements have been made, any student who fails to check in during the specified dates and times will forfeit their original room assignment. Students who fail to check into their student residence facility and who also fail to enroll in classes by the late registration deadline will forfeit their prepayments as specified in the Student Housing License Agreement section of this policy and in the Agreement. An enrolled student who fails to check into the student residence facility but who has not been granted a release from their Agreement will remain subject to the financial obligation incurred by signing the Agreement.

Each student must check out in person with the area coordinator or designated representative at the end of each semester and turn in all keys to the assigned living space. Their assigned living space must be clean and all personal property must be stored or removed. Housing and Residential Life assumes no responsibility for property left in assigned living spaces after check-out and/or student residence facility closing. Where applicable, additional charges for cleaning the assigned living space or removing abandoned items may be assessed to the student's account.

VIII. Responsibility for and Maintenance of Property

Responsibility for Personal Property. The University does not assume any legal obligation to pay for the loss or damage to personal property of residents occurring in its buildings or on its grounds. Students or their parents are encouraged to carry appropriate insurance to cover such losses.

Aid in Maintenance. Students shall assist and cooperate with the University in the care and maintenance of the premises and shall report promptly to their student residence facility staff any breakage, damage, or need for repair of the student's assigned living space, facilities, or equipment therein. Students shall not adjust or tamper with any mechanical equipment.

Students are responsible for the care and preservation of their assigned living spaces and all University-owned equipment and furnishings. All students will complete a room inventory when they establish occupancy. Damages occurring during their period of occupancy beyond normal wear will be assessed to the individual(s) responsible as will unusual cleaning charges. Furnishings must not be removed from the assigned living space or public areas without the authorization of the area coordinator. Students shall make no alterations, changes, repairs,

remodeling, or painting of the assigned living space. Pictures and other materials may be posted on walls within the assigned living space using a non-defacing adhesive. No nails or screws may be driven into any wall. The student(s) responsible will bear the cost of repair or replacement for damaged or misplaced furnishings. Costs for damages or loss occurring in the public areas of a building will be shared equally by all students responsible for that area of the building when the damage or loss cannot be attributed to specific individuals. A minimum damage charge of one dollar (\$1.00) per occurrence will be assessed to each student.

Each student agrees to pay the University, immediately upon demand, for any and all damages to the assigned living space, including but not limited to damages to exterior or interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, appliances, fixtures, and furnishings of the assigned living space and its surrounding premises, if such damage is caused by an act or failure to act by the student or guests of the student.

Removal of Personal Property; Abandoned Property. Personal property of any kind that remains in an assigned living space either after a student: (1) withdraws from classes at the University, (2) has their Agreement terminated, (3) is otherwise relocated (from building to building, from room to room, from side to side, or within the designated area assigned), (4) has checked out; or, (5) after the facilities have been closed, will be considered abandoned property. The University shall have the right to remove the student's personal property and store the belongings. The University will then dispose of such items in accordance with [Policy 685 Disposal of Surplus Property](#). Any applicable cleaning, packing, or storage charges will be assessed to the student's account. Housing assumes no responsibility for abandoned property that is lost, stolen, or damaged during packing, storage, or disposal.

IX. Safety and Security

Residents must share responsibility for maintaining a safe and secure residential community. Residents should keep their doors and windows locked any time they are out of the assigned living space, even for short periods of time. Residents who do not keep their doors and windows locked any time they are out of the assigned living space, or who prop open wing or building doors may be subject to disciplinary action. All visitors to student residence facilities must enter/exit only from the main entrance/door of the building, unless special permission has been secured from the area coordinator. Residents leaving the building through locked security doors are responsible for ensuring that the doors close to the locked position.

During holiday periods, doors and windows should be securely locked, and window shades should be opened. Items of value should not be left in the assigned living space over a holiday period. Any theft or losses should be reported to the University Police. Housing and Residential Life is not responsible for loss, damage, or theft of personal property. Residents and/or their parents are strongly encouraged to carry appropriate insurance to cover the potential theft, loss, or damage of personal property.

Card Access Systems. All students are expected to carry and swipe their own student identification (ID) cards to enter student residence facilities with an installed card access

system. Students who experience difficulty using their ID cards to gain entry to a building should contact the front desk of the student residence facility. As a security precaution, students who lose their ID cards should report the loss to the front desk of the student residence facility and the ID Office. Residents are not permitted to share or loan their ID cards with other persons.

Keys. All keys to assigned living spaces are the property of the University, and a student may not have duplicate keys made. Students who misplace their keys and need access to their assigned living spaces should contact the front desk of the student residence facility to be issued a temporary key. As a security precaution, students who lose their keys will have their locks changed and the core replaced and will be charged the appropriate fee. Residents are not permitted to share or loan their keys to other persons.

Fire safety. The sounding of false fire alarms and tampering with firefighting or safety equipment, including extinguishers, hoses, EXIT signs, and the alarm system is prohibited. Residents are responsible for safely evacuating the building immediately upon the sounding of the alarm or as otherwise directed by student residence facility staff.

Fire drills. Each student residence facility will conduct a minimum of two (2) fire exit drills each semester. One (1) will be announced and notice given to all building staff and residents. One (1) will be unannounced without notice to either the building staff or residents.

Disease. Students will report immediately to the University any infectious or contagious disease occurring within the student residence facility.

X. Entry and Inspections

A student's assigned living space may be entered at all reasonable times to examine and inspect the space for maintenance, health, safety, emergency purposes, or to render service and/or repairs to the assigned living space. Students shall permit the duly authorized agent, employee, or representative of the University to enter without notice any part of the assigned living space during reasonable hours for the purpose of inventory, maintenance inspections, improvements, or repair to any part of such assigned living space.

A student's assigned living space may be inspected with the consent of the student or any other occupant of the assigned living space.

All entries and inspections shall be conducted in accordance with federal and state laws.

Health and Safety Inspections; Maintenance Inspections. Health and safety inspections will be conducted in all student residence facilities on a monthly basis by Housing and Residential Life staff to determine compliance with safety, health, and maintenance standards. Notice will be given prior to these inspections. Maintenance inspections occur when a work order has been submitted or when Housing and Residential Life staff becomes aware of an issue. These inspections will be conducted by University personnel during reasonable hours. Residents who

fail to comply with the safety, health, and maintenance standards may be subject to disciplinary action.

XI. Visitation

Students and occupants shall be responsible for the compliance of their invited guests with this policy.

- A. Visitation hours will be 10:00 a.m. until midnight Sunday through Thursday, and 10:00 a.m. until 2:00 a.m. on Friday and Saturday. All guests are required to check in at the front desk or other designated area and must be escorted at all times. Guests are not to wander in the student residence facilities nor are they permitted in residential bathrooms; guest bathrooms are located in the lobby. If escorted at all times by the host, guests are permitted in any common area of the student residence facility.
- B. Guests will be permitted in assigned living spaces only with the permission of the other occupants of the assigned living space. Interference with another occupant's privacy, use, and enjoyment of the assigned living space will not be allowed.
- C. Visitation hours during summer sessions will be 10:00 a.m. until midnight Sunday through Thursday, and 10:00 a.m. until 2:00 a.m. on Friday and Saturday.
- D. It is the responsibility of all students to be aware of the visitation hours/policy for the student residence facility they are visiting.
- E. A register will be maintained at the front desk of each residence facility that has twenty-four (24) hour staff. Students having guests are responsible for seeing that their guests provide identification and sign the register when entering and leaving the student residence facility as directed by the student residence facility staff.
- F. Each guest must be escorted by the student host from the lobby to the assigned living space they are visiting and from the assigned living space back to the lobby.
- G. Room checks may be made at any time during visitation by student residence facility personnel. Violations of visitation guidelines will be reported to the appropriate area coordinator of the participating student residence facility.
- H. There will be no more than a total of five (5) guests in an assigned living space at any given time except in cases where guests are members of the student's immediate family.
- I. Any student who violates visitation policies or whose guests violate visitation policies may lose subsequent visitation privileges.
- J. Visitation regulations apply to all guests regardless of gender.

- K. Overnight guests of the same sex are permitted, if the following conditions are met:
1. The guest is registered with the area coordinator prior to staying overnight.
 2. The student host informs the guest of student residence facility regulations and accepts responsibility for the guest's conduct.
 3. Permission for a guest to stay more than two (2) consecutive nights must be obtained from the Director, Housing and Residential Life and/or designee.

XII. Housing Disciplinary Offenses

Students, occupants, and guests are subject to, and shall comply with, the rules and policies of the University, as well as all federal and state laws. Violators are subject to appropriate disciplinary action.

The following is a non-exclusive list of offenses for which students may be subject to disciplinary action through the process set out in Section XIV. Students may be subject to additional disciplinary charges and sanctions through the Office of Student Conduct pursuant to [Policy 540 Student Conduct](#). Violations may also result in cancellation of the student's Agreement.

- A. Alcohol. The use and/or possession of alcoholic beverages is prohibited in all student residence facilities. Empty alcohol containers (including but not limited to bottles, cans, shot glasses, flasks, and kegs) may not be used for display purposes in any student residence facility or assigned living space.
- B. Bicycles and Motorcycles. Parking or storing bicycles, mopeds, or motorcycles is not permitted in hallways, stairways, outside walkways, fire escapes, or lobbies of student residence facilities. Bicycles may be kept inside the student residence facility in bicycle storage rooms or assigned living spaces, providing they do not block entrances or exits. Bicycles may not be kept in public areas (i.e. hallways, lounges, stairwells, etc.).
- C. Business or Commercial Use. Student residence facilities may not be used for any business or commercial purpose. The facilities are to be used for residential purposes only.
- D. Computer and Network Acceptable Use. [Policy 910 Information Technology Resources](#) is intended to prevent abuses of equipment and services, and to ensure that the use of computers and networks honors the public trust and supports the University's mission to educate students, conduct research, and provide public service. Using MTSU and state resources for unauthorized copying and/or distribution of copyright-protected information, music, video, and software is prohibited.

- E. Construction. No construction of any kind is allowed without prior written consent of the University.
- F. Data Service. All student residence facilities have direct data network access via Ethernet jack and wireless. All residents using the MTSU data network must adhere to all provisions of [Policy 910 Information Technology Resources](#).
 - 1. Wireless routers are not permitted.
 - 2. Servers of any type are not allowed in student residence facilities. This includes but is not limited to Web, FTP, telnet, game, peer-to-peer, and file servers. Servers discovered in operation are subject to disconnection.
 - 3. Distributing copyrighted material without permission is not permitted and may result in suspension of network access as well as other sanctions.
 - 4. Internet Protocol (IP) addresses are centrally assigned and may not be changed. To receive this address and other necessary configuration information, the network card must be set to obtain address information automatically via Dynamic Host Configuration Protocol (DHCP). Computers attempting to circumvent this registration and assignment process are subject to disconnection.
- G. Disturbances or Nuisances. No student resident shall permit or create a nuisance or disturb any other residents of the facility. Students shall not conduct or permit activities in their student residence facilities that would, in any manner, create disturbances or cause disruption to other residents.
- H. Drugs. The unlawful use and/or possession of drugs and/or drug paraphernalia is prohibited on the University campus and in all student residence facilities. Students found in violation of drug or drug-related policies may be removed from the student residence facility and be responsible for paying out the academic year Agreement in full. Any reasonable suspicion of drug use or possession including odor of burnt or raw marijuana, physical characteristics of impairment, and/or possession of any paraphernalia that can be used for drug consumption will lead to an investigation and possible violation of this rule.
- I. Electrical Kitchen Appliances. Appliances with open heating elements or air fryers may not be operated in student residence facilities except that apartment residents are permitted to have toasters, toaster ovens and coffee pots in their kitchen.
- J. Failure to Comply with Sanctions. Failure to fully comply with disciplinary sanctions imposed subsequent to the process set forth in Section XIV.
- K. Failure to Cooperate with Institutional Officials. Any act of insubordination or failure to cooperate with University officials, including all levels of Housing and Residential Life

staff acting in the performance of their duties, is grounds for the immediate termination of the Agreement.

- L. Fire Hazards. Students shall permit no combustible material to be kept in an assigned living space or on the premises and shall take every precaution to prevent fires. Fire escapes shall be kept clear of all items and shall be used in case of emergency only. Students will not store or lock anything on or immediately adjacent (within two [2] feet) to electrical meters or conduits from these meters leading into student residence facilities.
- M. Fire Safety. The sounding of false fire alarms and tampering with firefighting or safety equipment, including extinguishers, hoses, EXIT signs, and the alarm system is prohibited. Residents are responsible for safely evacuating the building immediately upon the sounding of the alarm or as otherwise directed by student residence facility staff. Students failing to appropriately evacuate the building may be subject to disciplinary action.
- N. Firearms, Explosives, Fireworks, and Inflammables. The possession or use of firearms, slingshots, paint ball guns, super-soakers, explosives, fireworks, inflammable fluids, dangerous chemical mixtures, pellet guns, B.B. guns, propelled missiles, or ammunition (which includes but is not limited to bullets, paint balls, pellets, and B.B.s) is prohibited.
- O. Heating. Students shall not use any appliances for heating except those provided with prior written consent of the University.
- P. Illegal activities. Illegal activities of any kind within student residence facilities are prohibited.
- Q. Keys. Keys to assigned living spaces are the property of the University, and a student may not have duplicate keys made.
- R. Noise and Quiet Hours. The primary aim of Housing and Residential Life is to maintain an atmosphere conducive to the pursuit of residents' academic goals and to provide an opportunity for uninterrupted study and rest. Courtesy hours are in effect twenty-four (24) hours a day. Unnecessary noise, from whatever the source, must be discontinued upon request. Quiet hours are in effect from 9:00 p.m. until 9:00 a.m. every day. Strict quiet hours will be in effect twenty-four (24) hours a day beginning one (1) day prior to the start of final exams and will continue through the end of the exam period.
- S. Pets. No pets of any kind are allowed in the student residence facilities, with the exception of fish contained in one aquarium no larger than ten (10) gallons. This does not exclude accommodations required pursuant to federal and/or state law.
- T. Maintenance of Premises. Students shall maintain the premises, including their yards, in a neat and orderly condition. No refuse, loose paper, cans, bottles, etc., shall be permitted to accumulate outside or underneath assigned living spaces.
- U. Prohibited Items. The following is a non-exhaustive list of items which are prohibited in student residence facilities: water-filled furniture, personal air conditioners,

unauthorized refrigerators, freezers, air fryers, pianos, exterior aerials or antennas, heavy electrical appliances such as laundry and dishwashing machines, personal stoves, extension cords, multiple-outlet plug adapters, halogen lamps, candles, incense, firearms, explosives, fireworks, flammable fluids, slingshots, paint ball guns, super-soakers, dangerous chemical mixtures, pellet guns, B.B. guns, ammunition (which includes but is not limited to bullets, paint balls, pellets, and B.B.s) propelled missiles, alcoholic beverages, and illegal drugs or paraphernalia. Additionally, all residents must adhere to all provisions of [Policy 770 Fire Safety in On-Campus Student Residential Housing](#).

- V. Security Doors. At no time may security doors be propped open.
- W. Smoking. Pursuant to [Policy 750 Tobacco-Free Campus](#), smoking (including vaporizers, hookahs, e-cigs, etc.) is prohibited on the University campus and within student residence facilities. Students wishing to use tobacco products must do so in the privacy of a personal vehicle. Tobacco products can only be stored in a private vehicle.
- X. Soliciting Sales. Soliciting, canvassing, or the use of student residence facilities as a location for selling is prohibited unless written permission is granted by the Dean of Students. Since solicitors or other salespersons are not allowed access to the premises except with permission from the University, students are requested to notify the front desk of violations of this rule.
- Y. Violation of General Policies. Any violation of the general policies or procedures of the University as published in an official institutional publication or on the institutional website, including the intentional failure to perform any required action or the intentional performance of any prohibited action.
- Z. Violation of State or Federal Laws. Any violation of state or federal laws or regulations proscribing conduct or establishing offenses, which laws and regulations are incorporated herein by reference.
- AA. Violation of the Terms of the Student Housing License Agreement. By signing the Agreement, a student agrees to support and abide by the policies, rules, and disciplinary procedures governing a living and learning community.
- BB. Windows and Window Screens. Students shall not tamper with windows or window screens at any time. Students are not permitted to drop, pour, throw, or hang any object from a window. Nothing may be affixed, attached to, or hung over any part of the outside of the student residence facility or hung on an outward facing window. Only University-issued blinds and window coverings may be attached to windows.
- CC. Roofs and Ledges. Roofs and ledges of student residence facilities are strictly off limits. Gaining unauthorized access to a roof or ledge is prohibited.

XIII. Guidelines and Procedures for Housing Conduct Violations

Students who engage in prohibited conduct as specified in Section XII may be subject to the disciplinary processes of Housing and Residential Life, as well as other University disciplinary processes through the Office of Student Conduct. The following guidelines are provided to assist students in understanding and responding to the Housing and Residential Life judicial process, including its use of incident reports, conduct violation referrals, disciplinary conferences, and applicable forms. The imposition of sanctions for conduct violations resulting from incident reports filed with regard to prohibited conduct does not preclude additional hearing and sanctioning processes through the University disciplinary process. Individual circumstances can determine varying levels of response, and sanctions can take into account the specific facts of each situation. By signing the Agreement, a student agrees to support and abide by the policies, rules and disciplinary procedures governing a living and learning community.

Responsibility for Administration. Unless indicated otherwise, all initial violations of Housing and Residential Life rules will be adjudicated by the Area Coordinators in each of their respective areas. When necessary, cases will be referred to the Associate Director of Residential Education or designee, including cases involving multiple violations of Housing rules. The Associate Director will be responsible for adjudicating all cases referred to them and applying the appropriate sanctions. Alternately or additionally, the Associate Director may elect to refer all cases which involve multiple violations of [Policy 540 Student Conduct](#), when inappropriate behavior persists, or when other circumstances warrant such action, to the Office of Student Conduct for disposition pursuant to the University disciplinary process as provided in [Policy 540 Student Conduct](#).

Conduct Violation Referral. Cases are adjudicated from an incident report submitted to the Area Coordinator by a Housing and Residential Life staff member and/or resident of the student residence facility. Cases may also be adjudicated from incident reports provided by the University Police.

Disciplinary Conference. A student alleged to have engaged in prohibited conduct will receive a written notice directing the student to appear for a disciplinary conference. The notice will be provided at least five (5) days prior to the date of the conference. In addition to providing the date, time, and location of the conference, the notice will inform the student of:

- A. The policy/rule violation(s) for which they are being charged.
- B. The opportunity to call witnesses or present other evidence on their behalf.
- C. The right to be accompanied by an advisor of their choice. The advisor is not allowed to participate in the conference and may only advise the student. The advisor cannot be a student who has been charged with a conduct violation related to the same incident.
- D. The right to a copy of the Incident Report, if any, on which the conference is being held.

At the conference, the student will be interviewed by the appropriate Housing and Residential Life official. During this interview, the student will be advised as to what Housing policies/rules have allegedly been violated and will be given an opportunity to explain their version of the act or incident, or to otherwise refute the allegations.

The Housing and Residential Life official will review the incident, taking into account the information provided by the student. A determination will be made as to whether policy/rule was violated or not, and the student will be advised as to whether or not sanctions are warranted. The standard of proof required for a finding of violation of the Housing and Residential Life Rules shall be the preponderance of the evidence.

At the conclusion of the disciplinary conference, or at a later point as deemed necessary, the student will be provided a disposition form indicating what violation(s) the student has been found responsible for and the sanction imposed. The decision of the Housing and Residential Life official is final.

Effect of Noncooperation. A student who fails to cooperate, ignores, or otherwise does not respond after receiving notice of the disciplinary conference may be subject to temporary measures such as having the locks changed on their assigned living space or having their student ID card blocked. If the student continues not to respond, the Associate Director of Residential Education or designee will initiate action for possible cancellation of the Agreement and removal of the student from their assigned living space.

Failure to Comply with Sanctions. It is expected that all sanctions will be completed within the time frame given in writing to the student. Failure to comply with sanctions in a timely manner may result in a meeting with the Associate Director of Residential Education or designee. The Associate Director of Residential Education may give a written extension if such is deemed appropriate or may initiate the disciplinary process to consider this violation.

XIV. Housing Disciplinary Sanctions

Upon a determination that a student has violated any of the Housing and Residential Life disciplinary offenses set forth in this policy or the general policies of the University, disciplinary sanctions may be imposed, either singly or in combination. Following is a non-exclusive list of potential sanctions:

- A. **Restitution.** Restitution may be required in situations which involve destruction, damage, or loss of property. When restitution is required, the student is obligated to compensate a party or parties for a loss suffered as a result of the violation(s). Any such payment in restitution shall be limited to actual cost of repair, replacement, or financial loss.
- B. **Housing Probation.** If a student is engaging in repeated or continuing prohibited conduct, the student may be placed on Housing probation. The student will be informed

that during this time period any further violations may be cause for cancellation of the Agreement.

- C. Residential Service. A student may be required to perform specified tasks or service to the student residence facility community under the supervision of a University official.
- D. Community Impact Statement/Project. A student may be required to complete a written paper, project, or presentation which relates to the offense.
- E. Involuntary Reassignment. A student may be involuntarily moved to another student residence facility if warranted by their behavior.
- F. Cancellation of Agreement. A student's Agreement is canceled, and the student must vacate their assigned living space within twenty-four (24) hours of notification or as directed by the appropriate Housing and Residential Life official. No refund of fees for the academic year will be made if the student is required to vacate assigned living space for disciplinary reasons.

XV. Special Regulations Applicable to Womack Lane Apartments

Womack Lane Apartments are available for the use of full-time students with a spouse and/or a dependent child or dependent children who will reside on campus with the full-time student. A student does not have to attend school during the Summer sessions, provided the student enrolls full-time the following semester. A one (1)-bedroom furnished apartment will be assigned to a family unit of three (3), and a two (2)-bedroom unfurnished apartment will be assigned to a family unit no larger than five (5).

Information Requested by the University. Students shall submit to the University, upon request, signed statements or other required documents setting forth the pertinent facts concerning their household composition and student status. The University may reexamine such information periodically for the purpose of determining the right of continued occupancy.

Supervision of Children. Parents, legal guardians, and babysitters are responsible for providing appropriate care and supervision for children in their care and are responsible for the conduct of such children while the children are on Womack Lane Apartments property and MTSU campus grounds. Children under twelve (12) years of age must be accompanied by a parent, guardian, or other adult while on the Womack Lane Apartments property, including the Womack Lane Apartments playground or in the Womack Lane Apartments Center.

XVI. Miscellaneous Regulations

- A. Transfer or Subletting Assigned Living Space. Students shall not transfer possession, lease, or sublet the assigned living space nor give accommodations to roomers, boarders, or lodgers, and any attempted assignment or subleasing shall be void without the written consent of the University.

B. Rubbish, Garbage, and Waste. Students shall deposit garbage, rubbish, and other waste in a manner prescribed by the University and laws and ordinances covering the use of the premises. At no time are personal garbage bags or cans permitted in hallways, breezeways, lobbies, etc. Examples of other personal items not permitted in student residence facilities and/or common areas include but are not limited to boxes, furniture, and appliances.

C. Liability for Loss or Damage.

1. The University does not maintain insurance on any personal property of students, and all personal property of students on the premises shall be at the risk of the student. The University shall not be liable for any damages to, or theft of, personal property of students in student residence facilities.
2. The University shall not be liable for any damages or injuries to any student or the occupants of student residence facilities, or to guests or invitees of such students resulting from any act or failure to act by the student or any other occupant of the premises, or from any lack of repair of the facility or any accident occurring in or about the facility, except as authorized by and allowed pursuant to T.C.A. §§ 9-8-301, et. seq.

Each student who occupies an assigned living space agrees to indemnify and hold the University harmless from and against any and all claims, damages, or causes of action whatsoever, asserted by any person arising out of or in any way connected with the use of the premises by the student.

D. Residential Parking. Residence parking areas are reserved for the occupants of student residence facilities. All on-campus residents with vehicles are required to purchase an appropriate parking decal from Parking and Transportation Services. Stickers for Womack Lane families are limited to two (2) per apartment. Unauthorized vehicles and/or abandoned or immobile vehicles will be cited and/or removed at the owner's expense.

E. Refrigerator Guidelines. Small refrigerators are permitted in assigned living spaces provided they are no larger than 3.7 cubic feet and do not exceed 3.0 amps.

F. Storage. Storage of all household or personal property outside of assigned living spaces shall be in such manner as prescribed by the University. Students shall not store items in areas including but not limited to attics, breezeways, hallways, lobbies, or underneath assigned living spaces.

G. Untimely Payment of Fees. Any student resident who fails to make timely payment of all fees due under the terms of the License Agreement will be liable for all expenses of collection, including court costs and attorneys' fees.

XVII. Missing Students

See [Policy 720 Missing Residential Student Notification](#).

XVIII. Exceptions

Exceptions to the policy may only be granted by the University President or designee.

Forms: none.

Revisions: June 5, 2017 (original); September 14, 2021; March 18, 2025.

Last Reviewed: March 2025.

References: Policies 540 Student Conduct; 685 Disposal of Surplus Property; 720 Missing Residential Student Notification; 750 Tobacco-Free Campus; 770 Fire Safety in On-Campus Student Residential Housing; 910 Information Technology Resources; Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004; T.C.A. §§ 9-8-301 et. seq.; Higher Education Act of 2008.



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

Information Item

DATE: February 25, 2025

SUBJECT: **Annual Report of Academic Program Actions**

PRESENTER: Amy Aldridge
Vice Provost for Academic Programs

BACKGROUND INFORMATION:

Summary of academic program actions and approvals of bureaus, centers, and institutes from January 1, 2024 – December 31, 2024.

**2024 Annual Report of
Academic Program Actions/Modification, and
Approvals of Bureaus, Centers, and Institutes
January 1 - December 31, 2024**

New Degree Programs

- B.S. in Cybersecurity Management (January 2024)

Elevations from Concentration to Major

- B.S. in Journalism, concentration in Advertising/Public Relations, to B.S. in Advertising and Public Relations with concentrations in Advertising, Public Relations, and Public Relations-Recording Industry
- M.S. in Information Systems, concentration in Information Security and Assurance, to M.S. in Cybersecurity Management

New Concentrations

Undergraduate

- B.S. in Aerospace, Unmanned Aircraft Technology Concentration
- B.S. in Art Education, Art Education K-12 Teacher Licensure Concentration
- B.A. in English, Creative Writing Concentration
- B.S. in English, Creative Writing Concentration
- B.A. in History, Public History Concentration
- B.S. in History, Public History Concentration
- B.S. in Physics, Quantum Science and Computing Concentration
- B.S. in Theatre, Teacher Licensure Concentration
- B.S. in Tourism and Hospitality Management, Event Planning Concentration
- B.S. in Tourism and Hospitality Management, Hospitality Management Concentration
- B.S. in Tourism and Hospitality Management, Tourism Management Concentration

Graduate

- Ed.S. in Administration and Supervision, Higher Education Concentration
- M.Ed. in Administration and Supervision, Higher Education Concentration
- Ed.S. in Administration and Supervision, Instructional Leadership Concentration
- M.Ed. in Administration and Supervision, Instructional Leadership Concentration
- M.B.A. in Business Administration, Human Resource Management Concentration
- M.B.A. in Business Administration, Legal and Ethical Governance Concentration
- M.B.A. in Business Administration, Risk Management Concentration
- M.Ed. in Curriculum and Instruction, Elementary Initial Licensure Concentration
- M.Ed. in Curriculum and Instruction, Secondary Education Licensure Path Concentration
- M.Ed. in Curriculum and Instruction, Culture, Cognition, and the Learning Process Concentration
- Ph.D. in Human Performance, Exercise Physiology Concentration

Implementation date was May 2024, unless otherwise noted.

- Ph.D. in Human Performance, Health Concentration
- Ph.D. in Human Performance, Leisure and Sport Management
- Ph.D. in Human Performance, Physical Education Concentration
- M.S. in Management, Human Resource Management Concentration
- M.M. in Music, Collaborative Piano Concentration
- M.M. in Music, Conducting Concentration
- M.M. in Music, Jazz Studies Concentration
- M.M. in Music, Music Composition Concentration
- M.M. in Music, Music Education Concentration
- M.M. in Music, Musicology Concentration
- M.M. in Music, Performance Concentration

New Certificate Program

- Concrete Industry Management, Graduate

New Undergraduate Minors

- Actuarial Science
- Career Readiness
- Motion Graphics
- Motion Illustration
- Public Writing and Rhetoric
- Typographic Motion

Termination of an Existing Academic Program or Concentration

- B.A. in Africana Studies
- B.S. in Africana Studies
- B.S. in Public Health, concentration in Public Health
- International Media Studies, Minor
- Assurance, Graduate Certificate
- College and University Teaching, Graduate Certificate
- Tax, Graduate Certificate
- United States Culture and Education, Graduate Certificate

Change in Instructional Delivery Mode

- M.Acc in Accounting, Fully Online – Synchronous and Traditional
- Ed.S. in Administration and Supervision Higher Education, Fully Online Delivery
- M.Ed. in Administration and Supervision Higher Education, Fully Online Delivery
- Ed.D. in Assessment, Learning, and Student Success: Higher Education Concentration, Fully Online – Asynchronous
- B.S. in Journalism: Media Studies Concentration, Fully Online – Asynchronous and Traditional
- B.S. in Public Health, Fully Online and Traditional

Program Name Changes

- B.S. in Community and Public Health to B.S. in Public Health
- B.S. in Interior Design to B.S. in Interior Architecture
- M.S. in Exercise Science to M.S. in Exercise Physiology
- B.S. in Journalism, concentration in Visual Communication, to B.S. in Journalism, concentration in Media Design
- M.A. in Psychology, concentration in Experimental, to M.A. in Psychology, concentration in Applied Research and Methodology
- M.F.A. in Recording Arts and Technologies, concentration in Five Year BS/MFA, to M.F.A. in Recording Arts and Technologies, concentration in Accelerated BS/MFA
- Criminal Justice Administration Minor to Criminal Justice Minor

Program Degree Designation Change

- B.S. in Photography to B.F.A. in Photography

Program Credit Hour Changes

- M.B.A. in Business Administration (36-42 to 31-40 CH)
- M.S. in Chemistry (30-43 to 31-43 CH)
- M.S. in Exercise Physiology (30-36 to 33-36 CH)

Bureaus, Centers, and Institutes

- Undergraduate Research Center (January 2024)
- Center for the True Blue Core
- Center for Supply Chain Management & Sustainability (August 2024)



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

Information Item

DATE: February 25, 2025

SUBJECT: **Athletics Report**

PRESENTER: Chris Massaro
Athletics Director

BACKGROUND INFORMATION:

Athletics Director Chris Massaro will provide an update on the Department of Athletics.