



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

May 19, 2026

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

May 19, 2026

AGENDA

Call to Order and Opening Remarks

Roll Call

Approval of Minutes (Action)[Tab 1](#)

Approval of Tenure and Promotion (Action)[Tab 2](#)

Approval of Policy Revision (Action)

 204 Tenure[Tab 3](#)

Approval of Policy Revision (Action)

 541 Residential Life and Housing[Tab 4](#)

SACSCOC Reaffirmation of Accreditation Update (Information)[Tab 5](#)

Athletics Report (Information).....[Tab 6](#)

Closing Remarks

Adjournment



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE: May 19, 2026

SUBJECT: **Minutes of the February 24, 2026
Academic Affairs, Student Life, and
Athletics Committee Meeting**

PRESENTER: Michael Wade
Committee Chair

BACKGROUND INFORMATION:

The Academic Affairs, Student Life, and Athletics Committee met on February 24, 2026. 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, February 24, 2026, in the Miller Education Center Meeting Room at Middle Tennessee State University.

Call to Order

Committee Chair Michael Wade called the meeting to order at 9:00 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, Kari Neely, Steve Smith, Christine Vanek, Michael Wade, Chad White, Michai Mosby, Keith Huber, and Chris Massaro. John Floyd and Jimmy Granbery were absent. A quorum was declared.

President Sidney A. McPhee; Joe Bales, Vice President for University Advancement; Yvette Clark, Vice President for Information Technology and Chief Information Officer; Drew Harpool, Interim Vice President for Business and Finance; Danny Kelley, Interim Vice President for Student Affairs and Dean of Students; Andrew Oppmann, Vice President for Marketing and Communications; Brenda Burkhart, Acting Chief Audit Executive; and James Floyd, University Counsel and Board Secretary; and Kim Edgar, Assistant to the President and Chief of Staff, were also in attendance.

Approval of Minutes - Action

The first agenda item was approval of the minutes from the November 11, 2025, Academic Affairs, Student Life, and Athletics Committee meeting. Trustee DeLay moved to approve the November 11, 2025, meeting minutes, and Trustee Boyd seconded the motion. A voice vote was taken, and the motion to approve the minutes passed unanimously.

Approval of New Academic Program - Action

Vice Provost for Academic Programs Amy Aldridge presented a proposal for a Master of Science in Mechatronics Systems Engineering. The curriculum will focus on robotics, automation, AI, and controls. The Department of Engineering Technology has a strong external advisory board and industry partners who are ready to employ M.S. graduates as advanced engineers and managers.

Trustee Neely asked how many faculty members will be involved in this program. Vice Provost Aldridge and Professor Lei Miao, program director, stated that four Engineering Technology faculty (three tenured and one tenure-track) will be offering the required courses, and elective courses will be taught by 15-20 faculty from Engineering Technology and other departments.

Trustee DeLay moved to approve the Master of Science in Mechatronics Systems Engineering, and Trustee Boyd seconded the motion. A voice vote was taken, and the motion to approve the new degree program passed unanimously.

Annual Report of Academic Program Actions - Information

Vice Provost for Academic Programs Amy Aldridge presented academic program actions and center approvals for calendar year 2025. She recognized her staff, noting they are responsible for both the undergraduate and graduate catalogs, implementing more than 500 curriculum changes each year, and handling other processes involving student records, transcripts, badges, course scheduling, and commencement.

The Annual Report included five new graduate degrees and twenty new concentrations in cutting-edge areas such as e-sports, artificial intelligence, and cybersecurity. This year, faculty are working with administration on graduate programs in concrete and construction management, healthcare administration, and a Doctor of Business Administration (DBA). The DBA uses a unique funding model in which the College invests upfront in exchange for an eventual revenue share.

There are two dedicated degrees in cybersecurity management (bachelor's and master's) in the Jones College of Business. In the College of Basic and Applied Sciences, there are two concentrations under the bachelor's degree in Computer Science, and two graduate

concentrations in development under the Master of Science in Computer Science. Enrollment is healthy and growing in these programs.

Related, Jones College of Business is exploring a cybersecurity range with IBM. Only 10 universities chosen by IBM will offer applied training through cyberattack simulations. This will require space and resources. President McPhee has asked for appropriations specifically for next-generation computing and security to support cybersecurity and quantum initiatives.

Athletics Report - Information

Athletics Director Chris Massaro gave an update on construction projects. The west side of Floyd Stadium is in the design phase, with construction scheduled to begin in November 2026 to be ready for Fall 2027. This project will coincide with renovations to the Murphy Center.

The NCAA is passing legislation to create more revenue opportunities, such as jersey patches for corporate sponsorships. Each sport committee will develop standards for its uniform. Athletics is also exploring more naming opportunities for facilities. They are meeting with firms that specialize in this on March 6 and will report back.

Coach Derek Mason sees the need for outreach to the community and held an event in the new locker room of the Smith building to discuss the latest recruiting class and meet the new coaching staff. He will schedule monthly “Coffee with the Coach” sessions and lunches before games for scouting reports and informal discussions about MTSU football.

NIL (name, image, likeness) update: This year’s cap of revenue shares was \$20.5M. MTSU does about \$3M in NIL opportunities. Our sports excellence programs raise money, but the market goes up every year. We’ve been fortunate to retain our quarterbacks and avoid the open market.

Adjournment

Committee Chair Wade adjourned the meeting at 9:48 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: May 19, 2026

SUBJECT: **Approval of Tenure and Promotion**

PRESENTER: Mark Byrnes
Provost

BACKGROUND INFORMATION:

The following faculty members have been reviewed for tenure and/or promotion by their department chair/school director, department/school committee, college committee, college dean, provost, and president, as stipulated by MTSU Policies 204 Tenure, 205 Promotion of Tenured and Tenurable Faculty, and their respective college and department policies. The president and provost recommend they be granted tenure and/or promotion effective August 1, 2026.

Faculty Tenure Recommendations for 2026-27

	Name	Department
1	Arbour, Jessica	Biology
2	Bailey, Mandi	Political and Global Affairs
3	Donnelly, Bridget	English
4	Eley, Peter	Teaching, Learning, and Innovation
5	Ferguson, John "Ricky"	Marketing
6	Gibson-Young, Linda	Nursing
7	Gohel, Hardik	Computer Science
8	Hinnenkamp, Jay	Psychology
9	McLeod, Mark	Art and Design
10	Momon, Tiffany	History
11	O'Brien, Keely	Agriculture
12	Oldham, C. Rebecca	Leadership, Development, and Educational Systems
13	Potter, Kristine	Media Arts
14	Rimal, Ramchandra	Mathematical Sciences
15	Rogers, Tiffany	Psychology
16	Rosser, Timothy	Aerospace
17	Rost, James	Leadership, Development, and Educational Systems
18	Rountree, Wendy	English
19	Schoonover, Ciera	Psychology
20	Yang, Xin	Computer Science

Faculty Promotion Recommendations for 2026-27

	Name	Department	Proposed Rank
1	Abernathy, Michele	University Studies	Senior Instructor
2	Abston, Kristie	Management	Professor
3	Allen-Weeks, Melissa	Nursing	Clinical Associate Professor
4	Arbour, Jessica	Biology	Associate Professor
5	Belcher, Donald	Kinesiology and Sports Medicine	Professor
6	Billings, Sandra	Information Systems and Analytics	Senior Instructor
7	Bradley, Susan	Accounting	Master Instructor
8	Brooks, Stoney	Information Systems and Analytics	Professor
9	Brown, Danielle	Biology	Master Instructor
10	Chaney, James	Political and Global Affairs	Professor
11	Detweiler, Eric	English	Professor
12	Donham, Tammy	Recording Industry	Professor
13	Donnelly, Bridget	English	Associate Professor
14	El Kadiri, Racha	Geosciences	Professor
15	Eubanks, Paul	Sociology and Anthropology	Professor
16	Ferguson, John "Ricky"	Marketing	Associate Professor
17	Green, Gloria	Recording Industry	Professor
18	Hidayati, Siti	Biology	Master Instructor
19	Hinnenkamp, Jay	Psychology	Associate Professor
20	Jones, Ryan	Teaching, Learning, and Innovation	Professor
21	Lovett, Jennifer	Mathematical Sciences	Professor
22	Lynn, Alyson Muenzer	English	Master Instructor
23	McLeod, Mark	Art and Design	Professor
24	Miller, Justin	Chemistry	Professor
25	Mueller, Brian	Music	Senior Instructor
26	Nielsen, Jordan	User Services	Professor
27	O'Brien, Keely	Agriculture	Associate Professor
28	Oldham, Cary (Rebecca)	Leadership, Development, and Educational Systems	Associate Professor
29	Potter, Kristine	Media Arts	Associate Professor
30	Rimal, Ramchandra	Mathematical Sciences	Associate Professor
31	Rogers, Tiffany	Psychology	Associate Professor

32	Rost, James	Leadership, Development, and Educational Systems	Associate Professor
33	Schoonover, Ciera	Psychology	Associate Professor
34	Schrodt, Katie	Teaching, Learning, and Innovation	Professor
35	Shanine, Kristen	Management	Professor
36	Shapiro, Aaron	English	Master Instructor
37	Shirley, Sara	Economics and Finance	Professor
38	Stark, Jeffrey	Economics and Finance	Professor
39	Swart, Lisa	History	Master Instructor
40	Terletska, Hanna	Physics and Astronomy	Professor
41	Vickrey, Todd	Nursing	Clinical Associate Professor
42	Weir, Samantha	Leadership, Development, and Educational Systems	Master Instructor
43	Yang, Xin	Computer Science	Associate Professor



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE: May 19, 2026

SUBJECT: **Approval of Policy Revision
Policy 204 Tenure**

PRESENTER: Mark Byrnes
Provost

BACKGROUND INFORMATION:

Recently enacted 2026 Public Acts, Chapter 761 requires the University to distinguish between faculty tenure decisions and disciplinary actions. In compliance, MTSU Policy 204 retains the legislative acknowledgment that academic tenure is an important safeguard for academic freedom and intellectual independence. Consistent with this new legal framework, the proposed revisions to MTSU Policy 204 explain the procedures for disciplining faculty (up to and including termination) for adequate cause related to misconduct and/or unsatisfactory performance. The President or Provost will decide on sanctions for faculty misconduct without any recommendation or vote by another faculty member at the University. The President is also the final arbiter in instances of unsatisfactory performance, with performance assessments provided by the direct and one-up supervisors and the Provost to inform the President's deliberations. Revisions also account for instances where a faculty member pursues an internal University hearing (only available for instances of unsatisfactory performance) or, alternatively, elects the contested hearing provisions of the Uniform Administrative Procedures Act (UAPA) to review a termination or suspension without pay decision.

204 Tenure

Approved by Board of Trustees

Effective Date: June X, 2026

Responsible Division: Academic Affairs

Responsible Office: University Provost

Responsible Officer: University Provost

I. Purpose

This policy establishes criteria and procedures relating to academic tenure at Middle Tennessee State University (MTSU or University).

The criteria listed represent minimum University standards for tenure. College and/or department policies relating to the tenure process must meet the criteria as specified herein, but may exceed and be more specific than University standards. All college and department policies will be reviewed for consistency with this policy by the Provost and approved by the President. Approved college and department policies will be made available online. Materials are submitted using the institution's digital faculty activity software of record, unless the Provost has approved an exception.

II. Definitions

The following general definitions of words and terms used in this policy are subject to further qualification and definition in the subsequent sections of this policy or those of colleges and departments.

- A. **Academic Tenure.** A personnel designation that guarantees holders of continuing employment at the University until such status is abandoned or removed for adequate cause, for financial exigency, or for curricular reasons. Tenure may be awarded only by positive action of the Board of Trustees (Board).
- B. **Adequate Cause.** A basis upon which a faculty member, either with academic tenure or, as required in this policy, a tenure-track appointment, may be terminated. The specific grounds that constitute adequate cause are set forth in Section VIII.
- C. **Financial Exigency.** The Board's formal declaration that the University faces an imminent financial crisis requiring the University to resort to extraordinary means, including the termination of existing and continuing academic and non-academic appointments, to balance the budget.
- D. **Tenable Faculty Member.** A full-time employee who holds academic rank as assistant professor, associate professor, or professor and is potentially eligible for

tenure. Although full-time non-tenurable faculty appointments are recognized by the University, e.g., temporary, instructor-/coordinator-/clinical-/professional practice-/research-track, “faculty member” in this policy applies only to tenurable faculty positions (assistant professor, associate professor, professor). See [Policy 202 Faculty Definition, Roles, Responsibilities, and Appointments Types](#).

- E. Probationary Employment. Period of full-time professional service by tenure-track faculty members before they have been granted tenure. During this time, they are evaluated by the University to determine whether they are making progress toward a recommendation for tenure. Probationary employment provides an opportunity for faculty members to demonstrate their commitment to the University and for the University to determine whether they meet its stated criteria of quality.
- F. Tenure Clock. Metaphor used to describe the passage of time during the probationary period, between the date specified in the letter of appointment and the date of the tenure decision.
- G. Department. Academic unit (Department or School)
- H. Chair. Departmental officer, which includes School Director.
- I. Academic Year. The period of time consisting of the Fall and Spring semesters.
- J. Teaching. Any activity that fosters and facilitates student learning, including, but not limited to, instruction, student advising and/or mentoring, assessment, and the development of course materials and courseware.
- K. Research/Scholarship/Creative Activity. Research/scholarship/creative activity encompasses the studious inquiry, examination, or discovery that contributes to disciplinary and interdisciplinary bodies of knowledge and is disseminated to an appropriate audience. Research/scholarship/creative activity may include, but is not limited to, disciplinary and interdisciplinary activities that focus on the boundaries of knowledge, field-based scholarship, creative activities (e.g., media production, performances, or other artistic creations), the scholarship of teaching and learning, born-digital scholarship (e.g., digital tools, software for teaching and research, websites, public humanities projects, and grant-writing to support such activities).
- L. Service. Service encompasses University service, professional service, and public service.
 - 1. University service refers to work other than teaching and research/scholarship/creative activity done at the department, college,

and/or University level. Participation in University service is expected of every faculty member.

2. Professional service refers to work done for disciplinary professional organizations or for the teaching profession generally.
3. Public service refers to the University's outreach to the community and society, involves sharing professional expertise and should directly support the goals and mission of the University.

M. Rebuttal. A candidate for tenure may add a letter of rebuttal, addressing and providing evidence of errors of fact, within ten (10) business days of the posting date of the letters from the department promotion and tenure committee, Chair, college tenure and promotion committee, and/or the Dean, as recorded by the faculty activity software.

III. Tenure Appointments

- A. Tenure appointments are guarantees of continued employment during the academic year subject to abandonment or termination as outlined in Section VIII.
- B. Tenure is awarded only to faculty members with tenure-track contracts following the rigorous vetting described below in Section IV. and to faculty and/or administrators who are recommended for tenure when the contract is issued.
- C. Tenure resides in the academic departments and recommendations for or against tenure originate with the faculty member's department.
- D. In general, candidates for tenure must have earned the doctorate or other specified terminal degree in the faculty member's discipline. The Provost, in consultation with the Dean, Chair, and department faculty, may grant exceptions based upon a candidate's extraordinary professional qualifications.
- E. Failure to give timely notice of non-renewal of a tenure-track contract will result in the right of the faculty member to a terminal year of service, not in the awarding of tenure. (See Section VIII. A. 1.)

IV. Tenure Process

- A. Tenure is awarded only by positive action of the Board, pursuant to the requirements and procedures of this policy.
- B. Tenure-track faculty members in years one, two, four, and five will be evaluated annually by their Chair and department tenure and promotion committee. Copies of

these letters will be uploaded to the faculty activity software for review by the appropriate Dean and the Provost.

- C. Tenure-track faculty entering with zero or one year of credit for prior service will receive a pre-tenure review in the third year of their probationary appointment. Pre-tenure review follows the process of tenure review through the department and college levels as outlined in Section V. Tenure-track faculty entering with two or three years of credit for prior service will receive a pre-tenure review in the fourth year of their probationary appointment. Exceptions must be approved by the Provost.
- D. Tenure-track faculty members in year six will receive a full tenure review, to include recommendations by the Provost and President to the Board.
- E. Candidates choosing to apply for early tenure may forward their candidacy before their sixth year; however, if their application is denied, they may remain at the University for a subsequent academic year, which will be a terminal year.
- F. Applicants may withdraw from the tenure review process at any point. In doing so, they forfeit claim to future tenure at MTSU.

V. Procedures for Tenure Recommendations

A. General Guidelines

1. Consideration for tenure originates in the department to which the faculty member has been assigned. Candidates for tenure submit the Outline of Faculty Data (OFD) and other supporting materials detailed below using the University's faculty activity software, unless the Provost has approved an exception.
2. After submission of the OFD, the only materials that may be added to the file are letters from the department committee, Chair, college committee, Dean, and Provost and any rebuttals, due within ten (10) business days of the posting date of the letters of recommendation at each level.
3. Members of department and college tenure and promotion review committees may not make individual recommendations concerning candidates to administrators or other review committees.
4. Each spring semester, the Office of the Provost will issue the dates for faculty review and evaluation for the upcoming academic year; and department and

college committees will be provisionally elected pending the Board's awarding of tenure and promotion.

5. [Policy 816 Nepotism](#) will apply to all levels of the tenure process.
6. Qualified Privilege of Academic Confidentiality for Tenure Review Committees
 - a. All those serving on committees that make evaluations are expected to observe the highest appropriate standards of confidentiality concerning deliberations. Tenure and promotion review committees have qualified privilege of academic confidentiality against disclosure of individual tenure votes unless evidence casts doubt upon the integrity of the committee. This policy will be interpreted in a manner consistent with the Tennessee Public Records Act, as recorded in T.C.A. § 10-7-101 et seq.
 - b. In general, no qualified privilege of academic confidentiality is recognized for proceedings outside of the University. The records created during the tenure process are subject to disclosure pursuant to T.C.A. § 10-7-503 et seq., and information regarding the process may be sought by subpoena or court order.

B. Probationary Employment

1. The probationary period starts on the date specified in the letter of appointment.
2. The probationary period of six (6) years may include credit for prior service. Credit toward completion of the probationary period may, at the discretion of the Provost, be given for a maximum of three (3) years of previous full-time service at colleges, universities, or institutes provided that the prior service is relevant to the University's needs and criteria. Any credit for prior service must be confirmed in writing in the appointment letter.
3. A period of approved leave of absence will be excluded from the requisite period for completion of the probationary period unless the President specified in writing prior to the leave of absence that it will be included in the probationary period. Leaves of absence may not be granted retroactively. During the probationary period, a faculty member may apply for a maximum of two (2) extensions in one (1) year increments.

4. Faculty members in a tenure-track appointment may request to stop the tenure clock during their probationary period when circumstances interrupt normal progress toward building a case for tenure. Only the President, with the recommendation of the Chair, Dean, and Provost, may grant a request to stop the tenure clock. Faculty members may request to stop the tenure clock for one (1) year if they demonstrate circumstances warranting such interruption. Examples may include personal or family situations requiring time, energy, or attention normally directed to faculty duties and professional development, such as childbirth or adoption, care of dependents, medical conditions or obligations, physical disasters or disruptions, or similar circumstances that require a fundamental alteration of one's professional life. Once approved, the stop-the-tenure clock year is not counted in the probationary period.
5. A faculty member who is appointed to an administrative position prior to a tenure award remains eligible for tenure. They must qualify for tenure under department, college, and University guidelines. The time (or prorated portion of time) spent in the administrative position may be credited toward completion of the probationary period.
6. If a faculty member is serving a probationary period in a department and is subsequently transferred to another department, the faculty member may, with the approval of the Provost, elect to begin a new probationary period on the date of the transfer. If they do not so elect (and confirm in writing to the Provost), time spent in the first appointment will count toward establishing the probationary period.
7. Faculty members whose tenure-track appointments begin in January may negotiate at the time of hire whether the spring semester is included in their probationary period, subject to approval by the Dean and Provost.
8. Tenure-track faculty in their sixth year must submit the completed tenure application in accordance with the established calendar unless otherwise stipulated in the employment contract or the tenure clock has been stopped. A faculty member who fails to apply for tenure by the prescribed date will automatically be denied tenure.

C. Department Review

1. All departments will use approved policies that cover the structure, annual election of committee members, and operating procedures of the

department tenure and promotion review committee. A copy of these policies will be available online. At a minimum, these policies will include the following:

- a. Committee members must be tenured;
- b. All full-time tenured and tenure-track faculty members in the department may vote on committee membership;
- c. Non-tenure-track faculty may not vote on committee membership;
- d. Candidates for tenure and the Chair may not be members;
- e. A committee chair will be elected by the members of the committee;
- f. Academic rank requirements for committee membership must be stated in department tenure and promotion policy.

If the staffing requirements described in the department policy cannot be met (as in the case of an inadequate number of tenured faculty or of specified academic rank), an alternate committee composition may be proposed by the department subject to approval by the Dean and Provost prior to review of the candidate application(s).

- g. The review process for tenure recommendations at the department level consists of separate and independent considerations by the department tenure and promotion review committee and the Chair.
 - a. The department tenure and promotion review committee considers each candidate's qualifications for tenure using the approved department, college, and University criteria and shares their recommendation with the Chair.
 - b. The Chair considers each candidate's qualifications for tenure using the approved department, college, and University criteria and shares their recommendation with the department tenure and promotion committee.

If the two recommendations differ, the Chair and committee will meet to discuss, later submitting independent recommendations to award or deny tenure, copying the candidate.

D. College Review

1. All colleges will use approved policies that cover the structure, election of members to terms of three (3) years, and the operating procedures for the college tenure and promotion review committee. A copy of these policies will be available online. At a minimum, these policies will include the following:
 - a. Colleges with six (6) or more departments will elect one (1) faculty member from each department to the committee; colleges with five (5) or fewer will elect two (2) faculty members from each department to the committee. (To provide for committee rotation, those tenured faculty elected to serve on the first college tenure and promotion review committee will draw numbers to determine whether they serve for periods of one (1), two (2), or three (3) years; one-third of the members will rotate off the committee each year.)
 - b. Committee members must be tenured;
 - c. All full-time tenured and tenure-track faculty members in the department may vote on committee membership;
 - d. Non-tenure-track faculty may not vote on committee membership;
 - e. Chairs may not be members;
 - f. A committee chair will be elected annually by the members of the committee;
 - g. Each college's policy must state rank requirements for faculty members serving on the college committee.

If staffing requirements described in the college policy cannot be met (as in the case of an inadequate number of tenured faculty or of a specified academic rank in a department), an alternate committee composition may be proposed subject to approval by the Provost and Faculty Senate president prior to review of the candidate applications.

Each Dean will provide the Faculty Senate president with the names of those elected to the college tenure and promotion review committee according to the timetable specified in the [Tenure and Promotion Calendar](#). The Faculty Senate president, in consultation with the Faculty Senate Steering Committee, may appoint up to two

(2) additional faculty members to each college tenure and promotion review committee to ensure diversity and appropriate representation.

2. The review process for tenure recommendations at the college level consists of separate and independent considerations by the college tenure and promotion review committee and the Dean.
 - a. Upon receipt of the recommendations and other materials from the department tenure and promotion review committee and Chair, the college tenure and promotion review committee will consider each candidate's qualifications for tenure using the approved department, college, and University criteria. Following its review, the college committee shares their recommendation with the Dean.
 - b. The Dean considers each candidate's qualifications for tenure using the approved department, college, and University criteria and shares their recommendation with the college tenure and promotion committee.

If the two recommendations differ, the Dean and committee will meet to discuss, later submitting independent recommendations to award or deny tenure, copying the candidate.

E. Provost's Review

1. The Provost considers each candidate's qualifications using approved department, college, and University criteria; reviews the recommendations of the department tenure and promotion review committees, the Chair, college tenure and promotion review committees, and Dean; and forwards all materials, along with their recommendation to the President, copying the Dean, Chair, and faculty member.
2. The appeals process, outlined in [Policy 206 Tenure and Promotion Appeals](#), may begin after the Provost has notified the candidate of their recommendation. The President's letter with the tenure recommendation will be sent after the appeals process is completed.

F. President's Review

The President considers each candidate's qualifications using approved department, college, and University criteria; reviews the recommendations of Chair, department tenure and promotion review committee, college tenure and promotion

review committee, Dean, and Provost for each candidate; and makes recommendations to the Board. The President will notify candidates, Chairs, Deans, and Provost of their recommendations. When notified of official action by the Board, the President will provide written confirmation of the Board's award of tenure to the candidates, Chairs, Deans, and Provost.

VI. Criteria to Be Considered in Tenure Recommendations

A. General Tenure Criteria

1. Faculty members being considered for tenure must demonstrate commitment to the goals of MTSU. As institutional citizens, they will adhere to high ethical standards.
2. Candidates will be evaluated with respect to their performance in (a) teaching, (b) research/scholarship/creative activity, and (c) service. They must demonstrate high-quality performance in teaching, high-quality performance in either research/scholarship/creative activity or service, and quality performance in the remaining area. College and department criteria, however, may require high-quality performance in both teaching and research/scholarship/creative activity, in which case those requirements will supersede the University's requirements.
3. In all categories of evaluation, documentation of quality as evaluated by peers will be stressed over quantity. Within the context of teaching, research/scholarship/creative activity, and service, the faculty member must demonstrate willingness to support the mission and goals of the department, the college, and University.

B. Outline of Faculty Data and Supporting Materials

Candidates for tenure will submit their OFD (including Workload Part A) and all appropriate materials to support activities in teaching, research/scholarship/creative activity, and service.

C. Teaching

Because effective teaching is an essential qualification for tenure, tenure should not be granted in the absence of clear evidence of a candidate's teaching ability and potential for continued development.

1. Candidates for tenure must demonstrate high-quality performance in teaching. Departments may assign varying degrees of significance to the following activities:
 - a. Performance in teaching as evaluated by students and peers;
 - b. Performance in advising and mentoring;
 - c. Performance in assessment activities;
 - d. Improvement of their own courses and the larger curriculum;
 - e. Effectiveness in teaching methods, including efforts to improve pedagogy;
 - f. Supervision of specialized instructional activities (student research/scholarship/creative activity, service learning, experiential learning, thesis and dissertation direction, internships, student teaching, etc.);
 - g. Honors received and recognition for teaching;
 - h. Internal and external funding for instructional activities;
 - i. Contributions to teaching, e.g., textbooks, articles, workshops, presentations, instructional technology resources.

2. Documentation

- a. Supporting materials will include the candidate's summary of activities and accomplishments in teaching, syllabi for each unique course, evidence of evaluation by faculty peers, and the one-page quantitative summaries of student evaluations for each course section evaluated during the probationary period.
- b. Other supporting materials may include selected course documents, assessment materials and reports, grant proposals, additional student input, results of alumni surveys and/or student exit interviews, and textbooks or published contributions to pedagogy.

D. Research/Scholarship/Creative Activity

1. To be awarded tenure, candidates must present evidence of, at minimum, quality research/scholarship/creative activity. Departments and/or colleges

may assign varying degrees of significance to the following activities, based upon their policies:

- a. Participation in research/scholarship/creative activity, which may include collaboration with undergraduate and/or graduate students.
- b. Submission of internal and external funding proposals for research/scholarship/creative activity.

2. Documentation

- a. Summary of activities and accomplishments in Research/Scholarship/Creative Activity.
- b. Supporting materials may include, but will not be limited to, the following:
 - 1. Reputable, high-quality peer-reviewed publications, including articles, monographs, books, electronic media, and other published works, as well as juried and/or peer-reviewed born-digital scholarly objects. Non-peer-reviewed publications may be submitted and will be evaluated accordingly.
 - 2. Funded external or internal grants, with weight given to grants from external agencies and organizations;
 - 3. Written reviews and evaluations by qualified peers of performances, compositions, and other creative activities;
 - 4. Published programs or reviews of public performance or public display;
 - 5. Presentations to one's professional peers at regional, national, or international meetings/conferences;
 - 6. The scholarship of teaching and learning (SOTL), including textbooks, educational articles, instructional technology resources, and innovative contributions to teaching;
 - 7. Unfunded proposals for external grants, where the documentation supports the quality of the proposal.
- c. Documentation must be included to support a designation of accepted and/or in press.

E. Service

1. To be tenured, candidates must demonstrate, at minimum, quality service. Departments and/or colleges may assign varying degrees of significance to the following activities based upon their policies:
 - a. University service refers to work other than teaching and research/scholarship/creative activity performed at the department, college, and/or University level. University service includes, but is not limited to, meaningful participation on department, college, and University committees. University service also includes taking a role in shared governance, such as service as a Faculty Senator, on a specially appointed task force, and/or on a University search committee. It also includes activities that contribute to the professional development of faculty, as well as to the recruitment, retention, progression, graduation, and post-graduation career placement of students.
 - b. Professional service refers to the work done for disciplinary professional organizations or for the teaching profession generally. Service to the profession includes, but is not limited to, association leadership, accreditation review, journal editorship, article/manuscript/grant proposal review, guest lecturing on other campuses, and other appropriate activities. Examples of significant service would be that done by an officer of a professional organization or a member of the editorial staff of a journal.
 - c. Public service, the University's outreach to the community and society, involves sharing professional expertise and should directly support the goals and mission of the University.
2. Documentation
 - a. Summary of activities and accomplishments in service.
 - b. Supporting materials may include, but will not be limited to, the following:
 1. An evaluation of the effectiveness of the candidate's service, as judged by its impact. This should include indices of the success of the service activities, in terms of improvement of communities, programs, operating agencies, production

processes, or management practices; of satisfaction with the service provided by the candidate; and of the magnitude and complexity of the work.

2. An external appraisal of the candidate's local, regional, national, and/or international stature.
3. Evidence of submission of applications seeking internal and external funding for service activities, funded internal and external grants, and University submitted proposals.

VII. Expedited Tenure Review

The University may find it necessary to expedite tenure review in order to recruit high-quality faculty for administrative positions. Departmental input regarding tenure for an administrator is necessary since tenure is awarded in a specific department.

The request for expedited tenure review for candidates who have been selected as finalists will originate with the search committee. The Chair and the department tenure and promotion review committees for the finalists will review application materials and make a recommendation to the college committee and dean within 10 business days of the search committee's request. The dean will forward these recommendations along with their own recommendation and the recommendation of the college committee to the Provost before a contract offer discussing tenure may be extended to a candidate. Following the completion of these steps, the President will request approval for tenure from the Board as soon as possible. The candidate will be notified of the results after the Board vote.

VIII. Changes in Tenure/Tenure-Track Status

A. Negative evaluations of tenure-track faculty

1. A negative annual evaluation for tenure-track faculty in years 1 and 2 of their service requires the President to notify them by April 15 that they will not receive a contract for the next academic year. If the year 3 pre-tenure review, the annual evaluation in years 4 or 5, or tenure review is negative, these faculty receive notification by May 30 from the President that the subsequent academic year will be their terminal year. Their employment will end on the Monday following Spring Commencement of the following academic year. A faculty member's rights in such instances where timely notice is not given are described in Section III.E.
2. Notice of non-renewal, a negative pre-tenure review, or a negative tenure review will be provided via email to the faculty member's MTSU email

address and a hard copy will be provided by one of the following: (1) personal delivery by the faculty member's Chair, (2) certified mail, return receipt requested, postage prepaid, or (3) overnight courier. Any notification or document sent as specified above will be effective on the date that it is sent via any of the means set forth above.

3. Tenure-track faculty members will not be terminated during the contract year except for adequate cause. See Section VIII.G. below.
4. Non-renewal of a tenure-track faculty appointment is not subject to appeal to the Board except as provided in [Policy 206 Tenure and Promotion Appeals](#).

B. Transfer of Tenure

Faculty members tenured in a department who are transferred to another department will retain tenure. In no instance must the faculty member abandon tenure as a condition of the transfer.

C. Abandonment or Expiration of Tenure

1. A faculty member abandons or waives their right to tenure if one of the following occurs. Notwithstanding the above, tenure is not abandoned during periods of approved leaves of absence or during administrative assignments at the University.
 - a. They resign from the University.
 - b. They fail to report for service on the first day of classes of any academic term without notice. Such failure to report will be deemed to be a resignation unless the Provost believes that the faculty member has shown good cause for such failure to report.
 - c. They are absent from work without approved leave for five consecutive days. Such absences will be deemed a resignation unless the Provost believes that the faculty member has shown good cause for such absence.
2. Expiration of Tenure. Tenure will expire in the event of the permanent physical or mental inability of a faculty member as established by an appropriate medical authority, to continue to perform their assigned duties.

D. Termination of Tenure for Reasons of Financial Exigency

A tenured faculty member may be terminated as a result of financial exigency subject to declaration by the Board that such financial conditions exist. Personnel recommendations (including those pertaining to tenured faculty) resulting from a declaration of financial exigency will comply with [Policy 40 Financial Exigency](#); also see definition of financial exigency in Section II.

E. Termination of Tenure for Curricular Reasons

A tenured faculty member's employment may be terminated when an academic program is deleted from the curriculum by the Board as a result of decreased student enrollment in the field or discipline, thus reducing the requirement to employ qualified faculty in the field. Substantive and continuing reduction of student enrollment is measured over a period of at least three (3) years and results in a faculty-student ratio that cannot be warranted in the opinion of the President.

Before terminating a program for curricular reasons, the President will present a written report of the curricular reasons warranting the termination of tenured faculty to the Faculty Senate. The Faculty Senate will have the opportunity to respond in writing before any action is initiated. Such drastic proposed reductions in faculty must be substantially greater than any shifts in staffing that are accommodated annually to address shifting enrollment patterns.

F. Procedures for Termination of Tenure for Curricular Reasons

Before terminating tenured faculty, the President shall not rehire part-time, temporary, promotable track, and tenure-track faculty.

1. After determining that curricular reasons warrant termination of tenured faculty, the President will consult with the Chairs and Deans of affected departments to understand which terminations would least jeopardize their programs. This assessment will drive the President's decisions regarding faculty termination. The President will also consider overall staffing patterns at the University and at peer institutions.

While it is within the President's purview to make exceptions, the following considerations should guide the President in determining the order of faculty reductions:

- a. Among tenured faculty, those with higher rank should have priority in retaining their positions over those with lower rank;

- b. Among tenured faculty of comparable rank, those with appropriate terminal academic degrees should have priority in retaining their positions over those without appropriate terminal degrees;
- c. Among tenured faculty of comparable rank and degrees, those with more seniority at the University should have priority in retaining their positions over those with less seniority.

The President will furnish each faculty member to be terminated with a written statement of reasons for the termination and how the decision to terminate was reached. The statement will also indicate that the faculty member may respond in writing to state objections to the decision.

When a tenured faculty member is to be terminated for curricular reasons, the President will make every possible effort to reassign the tenured faculty member to an existing vacant position for which they are qualified. If the President believes that relocation within the University is possible, the University is obliged to make a significant effort to relocate the faculty member, including the bearing of reasonable retraining costs. The final decision to relocate is within the President's discretion.

- 2. If a faculty member to be terminated objects to the President's statement and requests a review, the President will appoint a faculty committee of a minimum of five (5) tenured faculty members from a slate of ten (10) tenured faculty members proposed by the Faculty Senate. The committee will conduct a review hearing and report its findings and recommendations to the President, who makes a decision and informs the faculty member(s) in writing of the decision.
- 3. The President's decision to terminate a tenured faculty member for curricular reasons is subject to appeal to the Board only as provided in [Policy 60 Appeals and Appearances before the Board](#).
- 4. When a tenured faculty member is terminated for curricular reasons, the position will not be filled by a new hire with the same fields of specialization for a period of at least three years unless the faculty member has been offered in writing reappointment to the position at the previous rank and with

tenure, and at the previous or higher salary if raises have been awarded during the period of unemployment.

G. Termination for Adequate Cause

If the University determines that the faculty member's presence on campus during the disciplinary process poses a danger to persons or property or a threat to the academic or operational processes of the University, the faculty member may be reassigned or suspended.

If the University determines that it is in the institution's best interest to reassign a faculty member pending resolution of the disciplinary process, the University may reassign a faculty member to responsibilities for which they are qualified.

Faculty members and administrators will avoid public discussion of disciplinary proceedings until they are complete. Failure to do so may result in disciplinary action.

Pursuant to T.C.A. §§ ~~49-8-301(b)(3)~~ and 49-8-302, a tenured or tenure-track faculty member may be terminated for adequate cause. Adequate cause includes ~~the following: misconduct and/or unsatisfactory performance.~~

- ~~1—Incompetence or dishonesty in teaching or research;~~
- ~~2—Willful failure to perform the duties and responsibilities for which the faculty member was employed or refusal or continued failure to comply with the policies of the University, or to carry out specific assignments, when such policies or assignments are reasonable and non-discriminatory;~~
- ~~3—Conviction of a felony or a crime involving moral turpitude;~~
- ~~4—Improper use of narcotics or intoxicants that substantially impairs the faculty member's fulfillment of departmental and institutional duties and responsibilities;~~
- ~~5—Capricious disregard of accepted standards of professional conduct;~~
- ~~6—Falsification of information on an employment application or other information concerning qualifications for a position; and/or~~
- ~~7—Failure to maintain the level of professional excellence and ability demonstrated by other members of the faculty in the department of the University.~~

1. Misconduct includes, but is not limited to, the following and similar types of misconduct:
 - a. Failure, refusal, and/or persistent neglect to comply with University policies, procedures, rules, or other regulations;
 - b. Capricious disregard of accepted standards of professional conduct;
 - c. Conduct that adversely affects University's ability to operate;
 - d. Any conduct directly related to the fitness of the faculty to perform the duties and responsibilities for which the faculty member was employed, or failure to carry out specific assignments when such assignments are reasonable and non-discriminatory;
 - e. Admission of guilt or conviction of a felony or a non-felony involving moral turpitude and/or related to fitness for institutional duties;
 - f. Improper use of narcotics or intoxicants that substantially impairs the faculty member's fulfillment of departmental and institutional duties and responsibilities;
 - g. Theft or misappropriation of University funds, property, services, or other resources; and/or
 - h. Falsification of information on an employment application or other information concerning qualifications for a position.
2. Unsatisfactory performance includes, but is not limited to, the following and similar performance-related issues:
 - a. Persistent failure to demonstrate professional competence in teaching, research, creative activities, and/or service;
 - b. Persistent failure to satisfactorily perform the assigned duties for a tenure-track or tenured faculty member, including failure to meet or exceed the required elements of a performance improvement plan;
 - c. Dishonesty or other serious violation of professional ethics or responsibility in teaching, research, creative activities, or service, or in interactions with students, employees, and/or members of the University community; and/or
 - d. Prolonged or frequent absence from duties without appropriate approvals and/or authorized leave.

H.—Procedures for Termination for Adequate Cause

- 1—Except for announcements such as those concerning scheduling of proceedings, public discussions about such proceedings by either the faculty member or administrators will be avoided pending completion of this process.
- 2—Termination for adequate cause may be initiated upon a recommendation by the Provost to the President or a decision by the President.
- 3—If the University determines that the faculty member’s presence on campus during the termination process poses a danger to persons or property or a threat to the academic or operational processes of the University, the faculty member may be reassigned or suspended:
 - a.—If the University determines that it is in the institution’s best interest to reassign a faculty member pending resolution of the termination for adequate cause process, the University may reassign a faculty member to responsibilities for which they are qualified.
 - b.—If the faculty member is suspended, they may contest the suspension and be provided the opportunity for a hearing within five (5) days of being notified of the suspension, at which time the faculty member may cross-examine witnesses testifying against him/her, present witnesses on their behalf, and be represented by an attorney.
- 4—In advance of forming a Termination Hearing Committee (Committee), appropriate administrators will meet with the faculty member to attempt to reach a mutually acceptable resolution of the problems giving rise to the proposed termination proceedings. If a solution is reached, the proceedings end. If a resolution is not reached, the faculty member will be given a statement of the specific charges that constitute grounds for termination and a notice of hearing specifying the time, date, and place. The statement and notice must be provided at least twenty (20) days prior to the hearing. The faculty member will respond to the charges in writing at least five (5) days prior to the hearing. The faculty member may accept the charges and agree not to contest the termination by waiving the hearing in writing.
- 5—A Committee of tenured faculty will be appointed to determine if adequate cause for termination exists. Nominations for service on this Committee are provided to the President by the Faculty Senate, with one tenured faculty

member at the rank of professor representing each of the following colleges: Basic and Applied Sciences, Behavioral and Health Sciences, Business, Education, Liberal Arts, Library, Media and Entertainment, and University College. Members deeming themselves disqualified for bias or interest will remove themselves from the case, either at the request of a party or on their own initiative. Members of the Committee will not discuss the case outside Committee deliberations and will report any ex-parte communication pertaining to the hearing to the President, who will notify all parties of the communication.

- 6—The Committee will elect a chair to direct the proceedings and rule on procedural matters, including the granting of reasonable extensions of time at the request of any party and upon the showing of good cause for the extension.
- 7—The Office of University Counsel will represent the University in the hearing.
- 8—The chair of the Committee may in their discretion require a joint pre-hearing conference with the parties, either in person or by a conference telephone call or videoconference. The pre-hearing conference may include:
 - a.—Notification as to procedure for conduct of the hearing;
 - b.—Exchange of witness lists, documentary evidence, and affidavits;
 - c.—Definition and clarification of issues;
 - d.—Stipulations of fact; and
 - e.—Any other appropriate preliminary matters.

A written memorandum of the pre-hearing conference will be prepared and provided to each party.

- 9—A hearing will be conducted by the Committee to determine whether adequate cause for termination exists, as defined above. The hearing will be conducted according to the procedures below and will not be open to the public:
 - a.—During the hearing, the faculty member may be accompanied by a University employee and may be represented by legal counsel of his/her choice.

- b.—A verbatim record of the hearing will be taken, and a written copy will be made available to the faculty member upon request.
- c.—The burden of proof of adequate cause rests with the University and will be satisfied only by clear and convincing evidence in the record considered as a whole.
- d.—The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The administration will cooperate with the Committee in making every effort to secure witnesses and make available documentary and other evidence.
- e.—The faculty member and the University will have the right to confront and cross-examine all witnesses. Where the Committee determines that the interests of justice require admission of statements of witnesses who cannot or will not appear, the Committee will identify the witnesses, disclose their statements, and, if possible, provide for interrogatories. An affidavit may be submitted in lieu of the personal appearance of a witness, if the party offering the affidavit has provided a copy to the opposing party at least ten (10) days prior to the hearing and the opposing party has not objected to the admission of the affidavit in writing within seven (7) days after delivery of the affidavit, or if the Committee chair determines that the admission of the affidavit is necessary to ensure a just and fair recommendation.
- f.—In a hearing on charges of incompetence, the testimony will include that of qualified faculty members from the University and/or other universities.
- g.—The Committee will not be bound by strict rules of legal evidence and may admit any evidence of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.
- h.—The Committee will issue a written report to the President (Committee report) and the faculty member. The Committee report will specify findings of fact based solely on the hearing record, including applicable policy, and will state whether the Committee has determined that adequate cause for termination exists and, if so, the

~~specific grounds for termination. In addition, the Committee may recommend action other than dismissal.~~

~~10 After considering the Committee's report, the record, and any documentary evidence introduced at the hearing, the President may consult with the faculty member prior to issuing a final decision. If the President's and the Committee's decisions differ, the President will issue a written statement explaining the decision.~~

~~11 If the faculty member is terminated or suspended as a result of the President's decision, the faculty member may have grounds to appeal to the Board pursuant to Policy 60 Appeals and Appearances before the Board.~~

~~Note: The definition of tenure (II: A) became effective January 1, 1984. That definition applied only to faculty tenured subsequent to the effective date. For faculty members tenured before January 1, 1984, the applicable definition of tenure will be: "a status pursuant to which the academic year appointments of full-time faculty who have been awarded tenure are continued at a University until the expiration or relinquishment of that status, subject to termination for adequate cause, for financial exigency, or for curricular reasons (see policy adopted June 25, 1976)."~~

H. Disciplinary Procedures for Misconduct

1. The following procedures apply to disciplinary actions involving a tenured or tenure-track faculty member for misconduct. The procedures in this section will also apply if there is adequate cause based on both misconduct *and* unsatisfactory performance.
2. The President or Provost may impose disciplinary sanctions (including, but not limited to, verbal or written reprimand, probation, suspension with or without pay, or termination) on any tenured or tenure-track faculty member who violates institutional policies or professional standards of conduct, as defined above.
3. Disciplinary action for misconduct may be initiated by the President or upon a recommendation by the Provost to the President.
4. In disciplinary proceedings, the University will ensure faculty due process, including the right to written notice of the grounds for disciplinary action and an opportunity to be heard by the President and/or Provost.

- a. When the President, in consultation with the Provost, believes that conduct warrants disciplinary action, notice will be provided via email to the faculty member's MTSU email. The notification will include the grounds for the proposed disciplinary action, including a summary of the allegations and details of the alleged misconduct.
 - b. The University will also provide the faculty member the opportunity to meet with the President and/or Provost regarding the misconduct allegations. The faculty member may respond in writing instead of, or in addition to, attending this meeting, but any written response must be delivered via MTSU email to the President and Provost within five (5) business days of the notification of alleged misconduct.
 - c. The meeting will be held within ten (10) business days of the notification of alleged misconduct, although the President or Provost may extend this period if they believe that there is a satisfactory reason to do so. The meeting may take place via videoconference if the faculty member and the President and/or Provost agree.
5. Following the meeting with the faculty member, the President and/or Provost will render a decision based on the nature, severity, and/or impact of the misconduct. Prior to rendering a decision, the President and/or Provost may consult with the faculty member again, if desired.
6. If the President or Provost concludes that termination for misconduct is justified, the University will provide written notice of termination within ten (10) business days of meeting with the faculty member. Notice will be provided via email to the faculty member's MTSU email address, and a hard copy will be provided by one of the following: (1) personal delivery by the faculty member's chair/director, (2) certified mail, return receipt requested, postage prepaid, or (3) overnight courier. Any notification or document sent as specified above will be effective on the date that it is sent via any of the means set forth above. Written notice will include the grounds for termination, the date that the termination will become effective, and the faculty member's right to contest the decision.
 - a. All termination and/or suspension decisions for misconduct must be made by the President and/or Provost without any recommendation or vote by another faculty member at the University.

7. If the President or Provost concludes, following a meeting with the faculty member, that adequate cause for misconduct exists, but that disciplinary sanctions other than termination are appropriate, the University may impose the lesser sanction. The University will provide written notice of sanctions within ten (10) business days of meeting with the faculty member. Notice will be provided via email to the faculty member's MTSU email address, and a hard copy will be provided by one of the following: (1) personal delivery by the faculty member's chair/director, (2) certified mail, return receipt requested, postage prepaid, or (3) overnight courier. Any notification or document sent as specified above will be effective on the date that it is sent via any of the means set forth above.
8. The University and faculty member may also agree on a negotiated solution at any time in the process above.
9. Contesting Termination and/or Suspension Without Pay
 - a. If a disciplinary decision based on misconduct includes termination or suspension without pay, the faculty member shall have ten (10) business days from the effective date of termination or suspension to file a written request with the Office of the President for a contested case proceeding pursuant to MTSU Policy 110 Cases Heard Pursuant to the Uniform Administrative Procedures Act. A faculty member who does not request a contested case by the ten (10) business day deadline waives the right to a contested case hearing. A faculty member may also submit a waiver in writing.
 - b. If at the conclusion of a contested case, the outcome is favorable to the faculty member and a conclusion is reached that the faculty member should not have been terminated for misconduct and/or the faculty member should not have been suspended without pay, then to the extent permitted by law, the University shall provide lost salary and benefits, if any, and restore the faculty member's employment position, including tenure, if applicable.

I. Disciplinary Procedures for Unsatisfactory Performance

1. The following procedures apply to disciplinary actions involving a tenured or tenure-track faculty member for unsatisfactory performance.
2. Corrective measures prior to disciplinary action for unsatisfactory performance should originate within the academic unit (i.e., program, department/school, and college). Corrective action addressing unsatisfactory performance should begin with a verbal or written reprimand

and may include unsatisfactory annual evaluations and/or performance-improvement plans that describe deficiencies and barriers to satisfactory performance, along with proposed corrective actions to address them.

3. If a faculty member fails to satisfactorily perform assigned duties as described in Section VIII.G.2, disciplinary action may be initiated by the President or upon a recommendation by the Provost to the President, typically following a request from unit-level leadership (e.g., the department chair or school director) and/or the dean of the college in which the department/school is housed. When applicable, this request will take the form of an official memorandum to the President and Provost, outlining the request to initiate disciplinary proceedings, a summary of the documentary evidence supporting the request, and a summary of corrective actions implemented thus far.
 - a. The University may impose sanctions (including, but not limited to, verbal or written reprimand, probation, suspension with or without pay, or termination) on any tenured faculty member who fails to meet performance expectations consistent with the assigned duties of a tenure-track or tenured faculty member, in accordance with the procedures below.
4. Department Chair (or School Director) Assessment
 - a. Once disciplinary procedures are initiated by the President and/or Provost, the department chair (or school director) will consider the faculty member's performance in teaching, research, and service. The chair/director will then assess whether the faculty member's performance constitutes adequate cause for termination based on unsatisfactory performance, as outlined in Section VIII.G.2.
 - b. The chair/director will forward (via MTSU email) their written assessment in a letter to the college dean within ten (10) business days of notification from the President and/or Provost, along with a chronological record of demonstrated efforts to encourage the faculty member to elevate their performance to satisfactory levels. The chair/director assessment will be advisory only.
5. Dean's Assessment
 - a. The dean will consider the faculty member's performance in teaching, research, and service, along with the department chair's (or school director's) assessment. The dean will then assess whether the faculty

member's performance constitutes adequate cause for termination based on unsatisfactory performance, as outlined in Section VIII.G.2.

- b. The dean will forward (via MTSU email) their written assessment in a letter to the Provost within ten (10) business days of receipt of the letter from the chair/director, along with a chronological record of demonstrated efforts to encourage the faculty member to elevate their performance to satisfactory levels. The dean will also include the letter from the chair/director assessing whether the faculty member's performance constitutes adequate cause for termination based on unsatisfactory performance. The dean's assessment will be advisory only.

6. Provost's Review & Decision

- a. The Provost will consider the faculty member's performance in teaching, research, and service, along with the assessments from the department chair (or school director) and the college dean. The Provost will then decide whether the faculty member's performance constitutes adequate cause for termination based on unsatisfactory performance, as outlined in Section VIII.G.2.
- b. If the Provost concludes that adequate cause based on unsatisfactory performance exists, the Provost will call the faculty member to a meeting (via MTSU email) to discuss the possibility of a mutually satisfactory resolution within ten (10) business days of the college dean's submission.
- c. If the Provost concludes that adequate cause based on unsatisfactory performance does not exist, then the Provost will provide the faculty member with written notice of the conclusion (via MTSU email, with a copy to the dean and chair/director) within ten (10) business days of the college dean's submission. The notice will also include any further instructions pertaining to the matter.
- d. If, after considering information provided by the faculty member and after consulting with the President, the Provost concludes that adequate cause exists but that a sanction other than termination or suspension without pay should be imposed, then the Provost may impose the lesser sanction and notify the faculty member (via MTSU email) within ten (10) business days of the college dean's submission. The faculty member may appeal the lesser sanction to the President via MTSU email within five (5) business days, and the President's decision shall be final.

7. Sanctions of Termination or Suspension Without Pay

- a. If, after considering information provided by the faculty member and after consulting with the President, the Provost concludes that adequate cause exists and that the sanction should be termination or suspension without pay, then the Provost will provide written notice to the faculty member within ten (10) business days of the college dean's submission. Notice will be provided via email to the faculty member's MTSU email address, and a hard copy will be provided by one of the following: (1) personal delivery by the faculty member's chair/director, (2) certified mail, return receipt requested, postage prepaid, or (3) overnight courier. Any notification or document sent as specified above will be effective on the date that it is sent via any of the means set forth above.

Written notice will include:

- i. The grounds for termination (or suspension) and a date on which the termination/suspension will become effective.
 - ii. Information pertaining to the faculty member's right to contest the termination/suspension before a Termination Hearing Committee (as described below) or in a post-termination contested case proceeding pursuant to MTSU Policy 110 Cases Heard Pursuant to the Uniform Administrative Procedures Act.
 - iii. A deadline of five (5) business days from receipt of the written notice to elect in writing to contest the termination/suspension and to state in writing the preferred hearing type (via MTSU email to the Provost).
- b. If the faculty member does not contest the charge(s) in writing and select the preferred hearing type within five (5) business days after receipt of written notice, the faculty member shall be subject to termination or suspension without pay, and no appeal of the matter is permitted within the University. Selection of one hearing type will waive the faculty member's right to the other.

8. Termination Hearing Procedures

- a. If the faculty member elects to contest the termination or suspension before a Termination Hearing Committee, the President will appoint a

committee of tenured faculty to determine if termination or suspension based on unsatisfactory performance is appropriate.

- i. The Faculty Senate President will provide tenured faculty nominations for this Committee to the President, with one tenured faculty member at the rank of Professor representing each of the following colleges: Basic and Applied Sciences, Behavioral and Health Sciences, Jones College of Business, Education, Liberal Arts, Library, Borchetta College of Media and Entertainment, and University College.
 - ii. If the President finds nominations unsuitable, then the President, in consultation with the Provost, shall provide a list of approved, eligible faculty to the Faculty Senate President, who must select from the provided list within five (5) business days. If no selection is made, the President will proceed with appointing the committee of tenured faculty.
 - iii. Members deeming themselves disqualified for bias or interest will remove themselves from the case, either at the request of a party or on their own initiative.
- b. The Committee will elect a chair to direct the proceedings. The Committee chair will provide the faculty member with written notice (via MTSU email) of a hearing date, time, and place (including the grounds for the proposed termination/suspension and a summary of the allegations related to unsatisfactory performance) at least fifteen (15) business days in advance of the hearing date. The faculty member may waive the right to a live hearing within five (5) days of the notification and instead, rely on the Committee's determination based on written evidence and argument.
 - i. The faculty member may provide documents, affidavits, and/or other written/electronic evidence no later than five (5) business days in advance of the hearing date. The faculty member will also be permitted to explain their own case in discussion with the Committee throughout the hearing.
 - ii. The faculty member may accept the charges and agree not to contest the termination at any time.
 - iii. No witnesses are permitted at the hearing, but the Committee may require the appropriate dean, chair, or other faculty member to attend the hearing and respond to questions. For

charges of incompetence, the Committee will make every effort to summon one or more qualified faculty members. The faculty member and other hearing attendees are not permitted to cross-examine one another.

- iv. The Committee will not be bound by the rules of civil procedure or evidence and will make its recommendation to the President (as described below) following a fair and impartial hearing. The burden of proof will be a preponderance, or greater weight, of the evidence.
 - v. The Committee will submit a written report to the President and the faculty member, explaining its recommendation based on the hearing's findings, including applicable policy. The report will state whether the Committee has determined that adequate cause for termination or suspension exists and, if so, the specific grounds. The Committee may recommend action other than termination or suspension.
- c. After considering the Committee's report and any evidence introduced at the hearing, the President may consult with the faculty member and/or Provost prior to issuing a final decision. If the President's and the Committee's decisions differ, the President will issue a written statement to the faculty member, Committee, and Provost, explaining the decision.
 - d. Members of the Committee will not discuss the case outside Committee deliberations and will report any *ex parte* communication pertaining to the hearing to the President, who will notify all parties of the communication. Discussion of the case outside of Committee deliberations or failure to report *ex parte* communications may result in disciplinary action.

Revisions: ~~June 5, 2017 (original); June 16, 2020.~~

Last Reviewed: ~~November 2022.~~ May 2026.

References: 2026 Public Acts, Chapter 761; T.C.A. §§ 10-7-101; 10-7-503; 49-8-301-302; Policies 40 Financial Exigency; 60 Appearances before the Board; 202 Faculty Definition, Roles and Responsibilities and Appointment Types; 206 Tenure and Promotion Appeals; 816 Nepotism.

204 Tenure

Approved by Board of Trustees

Effective Date: June X, 2026

Responsible Division: Academic Affairs

Responsible Office: University Provost

Responsible Officer: University Provost

I. Purpose

This policy establishes criteria and procedures relating to academic tenure at Middle Tennessee State University (MTSU or University).

The criteria listed represent minimum University standards for tenure. College and/or department policies relating to the tenure process must meet the criteria as specified herein, but may exceed and be more specific than University standards. All college and department policies will be reviewed for consistency with this policy by the Provost and approved by the President. Approved college and department policies will be made available online. Materials are submitted using the institution's digital faculty activity software of record, unless the Provost has approved an exception.

II. Definitions

The following general definitions of words and terms used in this policy are subject to further qualification and definition in the subsequent sections of this policy or those of colleges and departments.

- A. **Academic Tenure.** A personnel designation that guarantees holders of continuing employment at the University until such status is abandoned or removed for adequate cause, for financial exigency, or for curricular reasons. Tenure may be awarded only by positive action of the Board of Trustees (Board).
- B. **Adequate Cause.** A basis upon which a faculty member, either with academic tenure or, as required in this policy, a tenure-track appointment, may be terminated. The specific grounds that constitute adequate cause are set forth in Section VIII.
- C. **Financial Exigency.** The Board's formal declaration that the University faces an imminent financial crisis requiring the University to resort to extraordinary means, including the termination of existing and continuing academic and non-academic appointments, to balance the budget.
- D. **Tenable Faculty Member.** A full-time employee who holds academic rank as assistant professor, associate professor, or professor and is potentially eligible for

tenure. Although full-time non-tenurable faculty appointments are recognized by the University, e.g., temporary, instructor-/coordinator-/clinical-/professional practice-/research-track, “faculty member” in this policy applies only to tenurable faculty positions (assistant professor, associate professor, professor). See [Policy 202 Faculty Definition, Roles, Responsibilities, and Appointments Types](#).

- E. Probationary Employment. Period of full-time professional service by tenure-track faculty members before they have been granted tenure. During this time, they are evaluated by the University to determine whether they are making progress toward a recommendation for tenure. Probationary employment provides an opportunity for faculty members to demonstrate their commitment to the University and for the University to determine whether they meet its stated criteria of quality.
- F. Tenure Clock. Metaphor used to describe the passage of time during the probationary period, between the date specified in the letter of appointment and the date of the tenure decision.
- G. Department. Academic unit (Department or School)
- H. Chair. Departmental officer, which includes School Director.
- I. Academic Year. The period of time consisting of the Fall and Spring semesters.
- J. Teaching. Any activity that fosters and facilitates student learning, including, but not limited to, instruction, student advising and/or mentoring, assessment, and the development of course materials and courseware.
- K. Research/Scholarship/Creative Activity. Research/scholarship/creative activity encompasses the studious inquiry, examination, or discovery that contributes to disciplinary and interdisciplinary bodies of knowledge and is disseminated to an appropriate audience. Research/scholarship/creative activity may include, but is not limited to, disciplinary and interdisciplinary activities that focus on the boundaries of knowledge, field-based scholarship, creative activities (e.g., media production, performances, or other artistic creations), the scholarship of teaching and learning, born-digital scholarship (e.g., digital tools, software for teaching and research, websites, public humanities projects, and grant-writing to support such activities).
- L. Service. Service encompasses University service, professional service, and public service.
 - 1. University service refers to work other than teaching and research/scholarship/creative activity done at the department, college,

and/or University level. Participation in University service is expected of every faculty member.

2. Professional service refers to work done for disciplinary professional organizations or for the teaching profession generally.
3. Public service refers to the University's outreach to the community and society, involves sharing professional expertise and should directly support the goals and mission of the University.

M. Rebuttal. A candidate for tenure may add a letter of rebuttal, addressing and providing evidence of errors of fact, within ten (10) business days of the posting date of the letters from the department promotion and tenure committee, Chair, college tenure and promotion committee, and/or the Dean, as recorded by the faculty activity software.

III. Tenure Appointments

- A. Tenure appointments are guarantees of continued employment during the academic year subject to abandonment or termination as outlined in Section VIII.
- B. Tenure is awarded only to faculty members with tenure-track contracts following the rigorous vetting described below in Section IV. and to faculty and/or administrators who are recommended for tenure when the contract is issued.
- C. Tenure resides in the academic departments and recommendations for or against tenure originate with the faculty member's department.
- D. In general, candidates for tenure must have earned the doctorate or other specified terminal degree in the faculty member's discipline. The Provost, in consultation with the Dean, Chair, and department faculty, may grant exceptions based upon a candidate's extraordinary professional qualifications.
- E. Failure to give timely notice of non-renewal of a tenure-track contract will result in the right of the faculty member to a terminal year of service, not in the awarding of tenure. (See Section VIII. A. 1.)

IV. Tenure Process

- A. Tenure is awarded only by positive action of the Board, pursuant to the requirements and procedures of this policy.
- B. Tenure-track faculty members in years one, two, four, and five will be evaluated annually by their Chair and department tenure and promotion committee. Copies of

these letters will be uploaded to the faculty activity software for review by the appropriate Dean and the Provost.

- C. Tenure-track faculty entering with zero or one year of credit for prior service will receive a pre-tenure review in the third year of their probationary appointment. Pre-tenure review follows the process of tenure review through the department and college levels as outlined in Section V. Tenure-track faculty entering with two or three years of credit for prior service will receive a pre-tenure review in the fourth year of their probationary appointment. Exceptions must be approved by the Provost.
- D. Tenure-track faculty members in year six will receive a full tenure review, to include recommendations by the Provost and President to the Board.
- E. Candidates choosing to apply for early tenure may forward their candidacy before their sixth year; however, if their application is denied, they may remain at the University for a subsequent academic year, which will be a terminal year.
- F. Applicants may withdraw from the tenure review process at any point. In doing so, they forfeit claim to future tenure at MTSU.

V. Procedures for Tenure Recommendations

A. General Guidelines

1. Consideration for tenure originates in the department to which the faculty member has been assigned. Candidates for tenure submit the Outline of Faculty Data (OFD) and other supporting materials detailed below using the University's faculty activity software, unless the Provost has approved an exception.
2. After submission of the OFD, the only materials that may be added to the file are letters from the department committee, Chair, college committee, Dean, and Provost and any rebuttals, due within ten (10) business days of the posting date of the letters of recommendation at each level.
3. Members of department and college tenure and promotion review committees may not make individual recommendations concerning candidates to administrators or other review committees.
4. Each spring semester, the Office of the Provost will issue the dates for faculty review and evaluation for the upcoming academic year; and department and

college committees will be provisionally elected pending the Board's awarding of tenure and promotion.

5. [Policy 816 Nepotism](#) will apply to all levels of the tenure process.
6. Qualified Privilege of Academic Confidentiality for Tenure Review Committees
 - a. All those serving on committees that make evaluations are expected to observe the highest appropriate standards of confidentiality concerning deliberations. Tenure and promotion review committees have qualified privilege of academic confidentiality against disclosure of individual tenure votes unless evidence casts doubt upon the integrity of the committee. This policy will be interpreted in a manner consistent with the Tennessee Public Records Act, as recorded in T.C.A. § 10-7-101 et seq.
 - b. In general, no qualified privilege of academic confidentiality is recognized for proceedings outside of the University. The records created during the tenure process are subject to disclosure pursuant to T.C.A. § 10-7-503 et seq., and information regarding the process may be sought by subpoena or court order.

B. Probationary Employment

1. The probationary period starts on the date specified in the letter of appointment.
2. The probationary period of six (6) years may include credit for prior service. Credit toward completion of the probationary period may, at the discretion of the Provost, be given for a maximum of three (3) years of previous full-time service at colleges, universities, or institutes provided that the prior service is relevant to the University's needs and criteria. Any credit for prior service must be confirmed in writing in the appointment letter.
3. A period of approved leave of absence will be excluded from the requisite period for completion of the probationary period unless the President specified in writing prior to the leave of absence that it will be included in the probationary period. Leaves of absence may not be granted retroactively. During the probationary period, a faculty member may apply for a maximum of two (2) extensions in one (1) year increments.

4. Faculty members in a tenure-track appointment may request to stop the tenure clock during their probationary period when circumstances interrupt normal progress toward building a case for tenure. Only the President, with the recommendation of the Chair, Dean, and Provost, may grant a request to stop the tenure clock. Faculty members may request to stop the tenure clock for one (1) year if they demonstrate circumstances warranting such interruption. Examples may include personal or family situations requiring time, energy, or attention normally directed to faculty duties and professional development, such as childbirth or adoption, care of dependents, medical conditions or obligations, physical disasters or disruptions, or similar circumstances that require a fundamental alteration of one's professional life. Once approved, the stop-the-tenure clock year is not counted in the probationary period.
5. A faculty member who is appointed to an administrative position prior to a tenure award remains eligible for tenure. They must qualify for tenure under department, college, and University guidelines. The time (or prorated portion of time) spent in the administrative position may be credited toward completion of the probationary period.
6. If a faculty member is serving a probationary period in a department and is subsequently transferred to another department, the faculty member may, with the approval of the Provost, elect to begin a new probationary period on the date of the transfer. If they do not so elect (and confirm in writing to the Provost), time spent in the first appointment will count toward establishing the probationary period.
7. Faculty members whose tenure-track appointments begin in January may negotiate at the time of hire whether the spring semester is included in their probationary period, subject to approval by the Dean and Provost.
8. Tenure-track faculty in their sixth year must submit the completed tenure application in accordance with the established calendar unless otherwise stipulated in the employment contract or the tenure clock has been stopped. A faculty member who fails to apply for tenure by the prescribed date will automatically be denied tenure.

C. Department Review

1. All departments will use approved policies that cover the structure, annual election of committee members, and operating procedures of the

department tenure and promotion review committee. A copy of these policies will be available online. At a minimum, these policies will include the following:

- a. Committee members must be tenured;
- b. All full-time tenured and tenure-track faculty members in the department may vote on committee membership;
- c. Non-tenure-track faculty may not vote on committee membership;
- d. Candidates for tenure and the Chair may not be members;
- e. A committee chair will be elected by the members of the committee;
- f. Academic rank requirements for committee membership must be stated in department tenure and promotion policy.

If the staffing requirements described in the department policy cannot be met (as in the case of an inadequate number of tenured faculty or of specified academic rank), an alternate committee composition may be proposed by the department subject to approval by the Dean and Provost prior to review of the candidate application(s).

- g. The review process for tenure recommendations at the department level consists of separate and independent considerations by the department tenure and promotion review committee and the Chair.
 - a. The department tenure and promotion review committee considers each candidate's qualifications for tenure using the approved department, college, and University criteria and shares their recommendation with the Chair.
 - b. The Chair considers each candidate's qualifications for tenure using the approved department, college, and University criteria and shares their recommendation with the department tenure and promotion committee.

If the two recommendations differ, the Chair and committee will meet to discuss, later submitting independent recommendations to award or deny tenure, copying the candidate.

D. College Review

1. All colleges will use approved policies that cover the structure, election of members to terms of three (3) years, and the operating procedures for the college tenure and promotion review committee. A copy of these policies will be available online. At a minimum, these policies will include the following:
 - a. Colleges with six (6) or more departments will elect one (1) faculty member from each department to the committee; colleges with five (5) or fewer will elect two (2) faculty members from each department to the committee. (To provide for committee rotation, those tenured faculty elected to serve on the first college tenure and promotion review committee will draw numbers to determine whether they serve for periods of one (1), two (2), or three (3) years; one-third of the members will rotate off the committee each year.)
 - b. Committee members must be tenured;
 - c. All full-time tenured and tenure-track faculty members in the department may vote on committee membership;
 - d. Non-tenure-track faculty may not vote on committee membership;
 - e. Chairs may not be members;
 - f. A committee chair will be elected annually by the members of the committee;
 - g. Each college's policy must state rank requirements for faculty members serving on the college committee.

If staffing requirements described in the college policy cannot be met (as in the case of an inadequate number of tenured faculty or of a specified academic rank in a department), an alternate committee composition may be proposed subject to approval by the Provost and Faculty Senate president prior to review of the candidate applications.

Each Dean will provide the Faculty Senate president with the names of those elected to the college tenure and promotion review committee according to the timetable specified in the [Tenure and Promotion Calendar](#). The Faculty Senate president, in consultation with the Faculty Senate Steering Committee, may appoint up to two

(2) additional faculty members to each college tenure and promotion review committee to ensure diversity and appropriate representation.

2. The review process for tenure recommendations at the college level consists of separate and independent considerations by the college tenure and promotion review committee and the Dean.
 - a. Upon receipt of the recommendations and other materials from the department tenure and promotion review committee and Chair, the college tenure and promotion review committee will consider each candidate's qualifications for tenure using the approved department, college, and University criteria. Following its review, the college committee shares their recommendation with the Dean.
 - b. The Dean considers each candidate's qualifications for tenure using the approved department, college, and University criteria and shares their recommendation with the college tenure and promotion committee.

If the two recommendations differ, the Dean and committee will meet to discuss, later submitting independent recommendations to award or deny tenure, copying the candidate.

E. Provost's Review

1. The Provost considers each candidate's qualifications using approved department, college, and University criteria; reviews the recommendations of the department tenure and promotion review committees, the Chair, college tenure and promotion review committees, and Dean; and forwards all materials, along with their recommendation to the President, copying the Dean, Chair, and faculty member.
2. The appeals process, outlined in [Policy 206 Tenure and Promotion Appeals](#), may begin after the Provost has notified the candidate of their recommendation. The President's letter with the tenure recommendation will be sent after the appeals process is completed.

F. President's Review

The President considers each candidate's qualifications using approved department, college, and University criteria; reviews the recommendations of Chair, department tenure and promotion review committee, college tenure and promotion

review committee, Dean, and Provost for each candidate; and makes recommendations to the Board. The President will notify candidates, Chairs, Deans, and Provost of their recommendations. When notified of official action by the Board, the President will provide written confirmation of the Board's award of tenure to the candidates, Chairs, Deans, and Provost.

VI. Criteria to Be Considered in Tenure Recommendations

A. General Tenure Criteria

1. Faculty members being considered for tenure must demonstrate commitment to the goals of MTSU. As institutional citizens, they will adhere to high ethical standards.
2. Candidates will be evaluated with respect to their performance in (a) teaching, (b) research/scholarship/creative activity, and (c) service. They must demonstrate high-quality performance in teaching, high-quality performance in either research/scholarship/creative activity or service, and quality performance in the remaining area. College and department criteria, however, may require high-quality performance in both teaching and research/scholarship/creative activity, in which case those requirements will supersede the University's requirements.
3. In all categories of evaluation, documentation of quality as evaluated by peers will be stressed over quantity. Within the context of teaching, research/scholarship/creative activity, and service, the faculty member must demonstrate willingness to support the mission and goals of the department, the college, and University.

B. Outline of Faculty Data and Supporting Materials

Candidates for tenure will submit their OFD (including Workload Part A) and all appropriate materials to support activities in teaching, research/scholarship/creative activity, and service.

C. Teaching

Because effective teaching is an essential qualification for tenure, tenure should not be granted in the absence of clear evidence of a candidate's teaching ability and potential for continued development.

1. Candidates for tenure must demonstrate high-quality performance in teaching. Departments may assign varying degrees of significance to the following activities:
 - a. Performance in teaching as evaluated by students and peers;
 - b. Performance in advising and mentoring;
 - c. Performance in assessment activities;
 - d. Improvement of their own courses and the larger curriculum;
 - e. Effectiveness in teaching methods, including efforts to improve pedagogy;
 - f. Supervision of specialized instructional activities (student research/scholarship/creative activity, service learning, experiential learning, thesis and dissertation direction, internships, student teaching, etc.);
 - g. Honors received and recognition for teaching;
 - h. Internal and external funding for instructional activities;
 - i. Contributions to teaching, e.g., textbooks, articles, workshops, presentations, instructional technology resources.

2. Documentation

- a. Supporting materials will include the candidate's summary of activities and accomplishments in teaching, syllabi for each unique course, evidence of evaluation by faculty peers, and the one-page quantitative summaries of student evaluations for each course section evaluated during the probationary period.
- b. Other supporting materials may include selected course documents, assessment materials and reports, grant proposals, additional student input, results of alumni surveys and/or student exit interviews, and textbooks or published contributions to pedagogy.

D. Research/Scholarship/Creative Activity

1. To be awarded tenure, candidates must present evidence of, at minimum, quality research/scholarship/creative activity. Departments and/or colleges

may assign varying degrees of significance to the following activities, based upon their policies:

- a. Participation in research/scholarship/creative activity, which may include collaboration with undergraduate and/or graduate students.
- b. Submission of internal and external funding proposals for research/scholarship/creative activity.

2. Documentation

- a. Summary of activities and accomplishments in Research/Scholarship/Creative Activity.
- b. Supporting materials may include, but will not be limited to, the following:
 1. Reputable, high-quality peer-reviewed publications, including articles, monographs, books, electronic media, and other published works, as well as juried and/or peer-reviewed born-digital scholarly objects. Non-peer-reviewed publications may be submitted and will be evaluated accordingly.
 2. Funded external or internal grants, with weight given to grants from external agencies and organizations;
 3. Written reviews and evaluations by qualified peers of performances, compositions, and other creative activities;
 4. Published programs or reviews of public performance or public display;
 5. Presentations to one's professional peers at regional, national, or international meetings/conferences;
 6. The scholarship of teaching and learning (SOTL), including textbooks, educational articles, instructional technology resources, and innovative contributions to teaching;
 7. Unfunded proposals for external grants, where the documentation supports the quality of the proposal.
- c. Documentation must be included to support a designation of accepted and/or in press.

E. Service

1. To be tenured, candidates must demonstrate, at minimum, quality service. Departments and/or colleges may assign varying degrees of significance to the following activities based upon their policies:
 - a. University service refers to work other than teaching and research/scholarship/creative activity performed at the department, college, and/or University level. University service includes, but is not limited to, meaningful participation on department, college, and University committees. University service also includes taking a role in shared governance, such as service as a Faculty Senator, on a specially appointed task force, and/or on a University search committee. It also includes activities that contribute to the professional development of faculty, as well as to the recruitment, retention, progression, graduation, and post-graduation career placement of students.
 - b. Professional service refers to the work done for disciplinary professional organizations or for the teaching profession generally. Service to the profession includes, but is not limited to, association leadership, accreditation review, journal editorship, article/manuscript/grant proposal review, guest lecturing on other campuses, and other appropriate activities. Examples of significant service would be that done by an officer of a professional organization or a member of the editorial staff of a journal.
 - c. Public service, the University's outreach to the community and society, involves sharing professional expertise and should directly support the goals and mission of the University.
2. Documentation
 - a. Summary of activities and accomplishments in service.
 - b. Supporting materials may include, but will not be limited to, the following:
 1. An evaluation of the effectiveness of the candidate's service, as judged by its impact. This should include indices of the success of the service activities, in terms of improvement of communities, programs, operating agencies, production

processes, or management practices; of satisfaction with the service provided by the candidate; and of the magnitude and complexity of the work.

2. An external appraisal of the candidate's local, regional, national, and/or international stature.
3. Evidence of submission of applications seeking internal and external funding for service activities, funded internal and external grants, and University submitted proposals.

VII. Expedited Tenure Review

The University may find it necessary to expedite tenure review in order to recruit high-quality faculty for administrative positions. Departmental input regarding tenure for an administrator is necessary since tenure is awarded in a specific department.

The request for expedited tenure review for candidates who have been selected as finalists will originate with the search committee. The Chair and the department tenure and promotion review committees for the finalists will review application materials and make a recommendation to the college committee and dean within 10 business days of the search committee's request. The dean will forward these recommendations along with their own recommendation and the recommendation of the college committee to the Provost before a contract offer discussing tenure may be extended to a candidate. Following the completion of these steps, the President will request approval for tenure from the Board as soon as possible. The candidate will be notified of the results after the Board vote.

VIII. Changes in Tenure/Tenure-Track Status

A. Negative evaluations of tenure-track faculty

1. A negative annual evaluation for tenure-track faculty in years 1 and 2 of their service requires the President to notify them by April 15 that they will not receive a contract for the next academic year. If the year 3 pre-tenure review, the annual evaluation in years 4 or 5, or tenure review is negative, these faculty receive notification by May 30 from the President that the subsequent academic year will be their terminal year. Their employment will end on the Monday following Spring Commencement of the following academic year. A faculty member's rights in such instances where timely notice is not given are described in Section III.E.
2. Notice of non-renewal, a negative pre-tenure review, or a negative tenure review will be provided via email to the faculty member's MTSU email

address and a hard copy will be provided by one of the following: (1) personal delivery by the faculty member's Chair, (2) certified mail, return receipt requested, postage prepaid, or (3) overnight courier. Any notification or document sent as specified above will be effective on the date that it is sent via any of the means set forth above.

3. Tenure-track faculty members will not be terminated during the contract year except for adequate cause. See Section VIII.G. below.
4. Non-renewal of a tenure-track faculty appointment is not subject to appeal to the Board except as provided in [Policy 206 Tenure and Promotion Appeals](#).

B. Transfer of Tenure

Faculty members tenured in a department who are transferred to another department will retain tenure. In no instance must the faculty member abandon tenure as a condition of the transfer.

C. Abandonment or Expiration of Tenure

1. A faculty member abandons or waives their right to tenure if one of the following occurs. Notwithstanding the above, tenure is not abandoned during periods of approved leaves of absence or during administrative assignments at the University.
 - a. They resign from the University.
 - b. They fail to report for service on the first day of classes of any academic term without notice. Such failure to report will be deemed to be a resignation unless the Provost believes that the faculty member has shown good cause for such failure to report.
 - c. They are absent from work without approved leave for five consecutive days. Such absences will be deemed a resignation unless the Provost believes that the faculty member has shown good cause for such absence.
2. Expiration of Tenure. Tenure will expire in the event of the permanent physical or mental inability of a faculty member as established by an appropriate medical authority, to continue to perform their assigned duties.

D. Termination of Tenure for Reasons of Financial Exigency

A tenured faculty member may be terminated as a result of financial exigency subject to declaration by the Board that such financial conditions exist. Personnel recommendations (including those pertaining to tenured faculty) resulting from a declaration of financial exigency will comply with [Policy 40 Financial Exigency](#); also see definition of financial exigency in Section II.

E. Termination of Tenure for Curricular Reasons

A tenured faculty member's employment may be terminated when an academic program is deleted from the curriculum by the Board as a result of decreased student enrollment in the field or discipline, thus reducing the requirement to employ qualified faculty in the field. Substantive and continuing reduction of student enrollment is measured over a period of at least three (3) years and results in a faculty-student ratio that cannot be warranted in the opinion of the President.

Before terminating a program for curricular reasons, the President will present a written report of the curricular reasons warranting the termination of tenured faculty to the Faculty Senate. The Faculty Senate will have the opportunity to respond in writing before any action is initiated. Such drastic proposed reductions in faculty must be substantially greater than any shifts in staffing that are accommodated annually to address shifting enrollment patterns.

F. Procedures for Termination of Tenure for Curricular Reasons

Before terminating tenured faculty, the President shall not rehire part-time, temporary, promotable track, and tenure-track faculty.

1. After determining that curricular reasons warrant termination of tenured faculty, the President will consult with the Chairs and Deans of affected departments to understand which terminations would least jeopardize their programs. This assessment will drive the President's decisions regarding faculty termination. The President will also consider overall staffing patterns at the University and at peer institutions.

While it is within the President's purview to make exceptions, the following considerations should guide the President in determining the order of faculty reductions:

- a. Among tenured faculty, those with higher rank should have priority in retaining their positions over those with lower rank;

- b. Among tenured faculty of comparable rank, those with appropriate terminal academic degrees should have priority in retaining their positions over those without appropriate terminal degrees;
- c. Among tenured faculty of comparable rank and degrees, those with more seniority at the University should have priority in retaining their positions over those with less seniority.

The President will furnish each faculty member to be terminated with a written statement of reasons for the termination and how the decision to terminate was reached. The statement will also indicate that the faculty member may respond in writing to state objections to the decision.

When a tenured faculty member is to be terminated for curricular reasons, the President will make every possible effort to reassign the tenured faculty member to an existing vacant position for which they are qualified. If the President believes that relocation within the University is possible, the University is obliged to make a significant effort to relocate the faculty member, including the bearing of reasonable retraining costs. The final decision to relocate is within the President's discretion.

- 2. If a faculty member to be terminated objects to the President's statement and requests a review, the President will appoint a faculty committee of a minimum of five (5) tenured faculty members from a slate of ten (10) tenured faculty members proposed by the Faculty Senate. The committee will conduct a review hearing and report its findings and recommendations to the President, who makes a decision and informs the faculty member(s) in writing of the decision.
- 3. The President's decision to terminate a tenured faculty member for curricular reasons is subject to appeal to the Board only as provided in [Policy 60 Appeals and Appearances before the Board](#).
- 4. When a tenured faculty member is terminated for curricular reasons, the position will not be filled by a new hire with the same fields of specialization for a period of at least three years unless the faculty member has been offered in writing reappointment to the position at the previous rank and with

tenure, and at the previous or higher salary if raises have been awarded during the period of unemployment.

G. Termination for Adequate Cause

If the University determines that the faculty member's presence on campus during the disciplinary process poses a danger to persons or property or a threat to the academic or operational processes of the University, the faculty member may be reassigned or suspended.

If the University determines that it is in the institution's best interest to reassign a faculty member pending resolution of the disciplinary process, the University may reassign a faculty member to responsibilities for which they are qualified.

Faculty members and administrators will avoid public discussion of disciplinary proceedings until they are complete. Failure to do so may result in disciplinary action.

Pursuant to T.C.A. §§ 49-8-301(b)(3) and 49-8-302, a tenured or tenure-track faculty member may be terminated for adequate cause. Adequate cause includes *misconduct and/or unsatisfactory performance*.

1. Misconduct includes, but is not limited to, the following and similar types of misconduct:
 - a. Failure, refusal, and/or persistent neglect to comply with University policies, procedures, rules, or other regulations;
 - b. Capricious disregard of accepted standards of professional conduct;
 - c. Conduct that adversely affects University's ability to operate;
 - d. Any conduct directly related to the fitness of the faculty to perform the duties and responsibilities for which the faculty member was employed, or failure to carry out specific assignments when such assignments are reasonable and non-discriminatory;
 - e. Admission of guilt or conviction of a felony or a non-felony involving moral turpitude and/or related to fitness for institutional duties;
 - f. Improper use of narcotics or intoxicants that substantially impairs the faculty member's fulfillment of departmental and institutional duties and responsibilities;

- g. Theft or misappropriation of University funds, property, services, or other resources; and/or
 - h. Falsification of information on an employment application or other information concerning qualifications for a position.
- 2. Unsatisfactory performance includes, but is not limited to, the following and similar performance-related issues:
 - a. Persistent failure to demonstrate professional competence in teaching, research, creative activities, and/or service;
 - b. Persistent failure to satisfactorily perform the assigned duties for a tenure-track or tenured faculty member, including failure to meet or exceed the required elements of a performance improvement plan;
 - c. Dishonesty or other serious violation of professional ethics or responsibility in teaching, research, creative activities, or service, or in interactions with students, employees, and/or members of the University community; and/or
 - d. Prolonged or frequent absence from duties without appropriate approvals and/or authorized leave.

H. Disciplinary Procedures for Misconduct

1. The following procedures apply to disciplinary actions involving a tenured or tenure-track faculty member for misconduct. The procedures in this section will also apply if there is adequate cause based on both misconduct *and* unsatisfactory performance.
2. The President or Provost may impose disciplinary sanctions (including, but not limited to, verbal or written reprimand, probation, suspension with or without pay, or termination) on any tenured or tenure-track faculty member who violates institutional policies or professional standards of conduct, as defined above.
3. Disciplinary action for misconduct may be initiated by the President or upon a recommendation by the Provost to the President.
4. In disciplinary proceedings, the University will ensure faculty due process, including the right to written notice of the grounds for disciplinary action and an opportunity to be heard by the President and/or Provost.

- a. When the President, in consultation with the Provost, believes that conduct warrants disciplinary action, notice will be provided via email to the faculty member's MTSU email. The notification will include the grounds for the proposed disciplinary action, including a summary of the allegations and details of the alleged misconduct.
 - b. The University will also provide the faculty member the opportunity to meet with the President and/or Provost regarding the misconduct allegations. The faculty member may respond in writing instead of, or in addition to, attending this meeting, but any written response must be delivered via MTSU email to the President and Provost within five (5) business days of the notification of alleged misconduct.
 - c. The meeting will be held within ten (10) business days of the notification of alleged misconduct, although the President or Provost may extend this period if they believe that there is a satisfactory reason to do so. The meeting may take place via videoconference if the faculty member and the President and/or Provost agree.
5. Following the meeting with the faculty member, the President and/or Provost will render a decision based on the nature, severity, and/or impact of the misconduct. Prior to rendering a decision, the President and/or Provost may consult with the faculty member again, if desired.
6. If the President or Provost concludes that termination for misconduct is justified, the University will provide written notice of termination within ten (10) business days of meeting with the faculty member. Notice will be provided via email to the faculty member's MTSU email address, and a hard copy will be provided by one of the following: (1) personal delivery by the faculty member's chair/director, (2) certified mail, return receipt requested, postage prepaid, or (3) overnight courier. Any notification or document sent as specified above will be effective on the date that it is sent via any of the means set forth above. Written notice will include the grounds for termination, the date that the termination will become effective, and the faculty member's right to contest the decision.
 - a. All termination and/or suspension decisions for misconduct must be made by the President and/or Provost without any recommendation or vote by another faculty member at the University.

7. If the President or Provost concludes, following a meeting with the faculty member, that adequate cause for misconduct exists, but that disciplinary sanctions other than termination are appropriate, the University may impose the lesser sanction. The University will provide written notice of sanctions within ten (10) business days of meeting with the faculty member. Notice will be provided via email to the faculty member's MTSU email address, and a hard copy will be provided by one of the following: (1) personal delivery by the faculty member's chair/director, (2) certified mail, return receipt requested, postage prepaid, or (3) overnight courier. Any notification or document sent as specified above will be effective on the date that it is sent via any of the means set forth above.
8. The University and faculty member may also agree on a negotiated solution at any time in the process above.
9. Contesting Termination and/or Suspension Without Pay
 - a. If a disciplinary decision based on misconduct includes termination or suspension without pay, the faculty member shall have ten (10) business days from the effective date of termination or suspension to file a written request with the Office of the President for a contested case proceeding pursuant to MTSU Policy 110 Cases Heard Pursuant to the Uniform Administrative Procedures Act. A faculty member who does not request a contested case by the ten (10) business day deadline waives the right to a contested case hearing. A faculty member may also submit a waiver in writing.
 - b. If at the conclusion of a contested case, the outcome is favorable to the faculty member and a conclusion is reached that the faculty member should not have been terminated for misconduct and/or the faculty member should not have been suspended without pay, then to the extent permitted by law, the University shall provide lost salary and benefits, if any, and restore the faculty member's employment position, including tenure, if applicable.

H. Disciplinary Procedures for Unsatisfactory Performance

1. The following procedures apply to disciplinary actions involving a tenured or tenure-track faculty member for unsatisfactory performance.
2. Corrective measures prior to disciplinary action for unsatisfactory performance should originate within the academic unit (i.e., program, department/school, and college). Corrective action addressing unsatisfactory performance should begin with a verbal or written reprimand

and may include unsatisfactory annual evaluations and/or performance-improvement plans that describe deficiencies and barriers to satisfactory performance, along with proposed corrective actions to address them.

3. If a faculty member fails to satisfactorily perform assigned duties as described in Section VIII.G.2, disciplinary action may be initiated by the President or upon a recommendation by the Provost to the President, typically following a request from unit-level leadership (e.g., the department chair or school director) and/or the dean of the college in which the department/school is housed. When applicable, this request will take the form of an official memorandum to the President and Provost, outlining the request to initiate disciplinary proceedings, a summary of the documentary evidence supporting the request, and a summary of corrective actions implemented thus far.
 - a. The University may impose sanctions (including, but not limited to, verbal or written reprimand, probation, suspension with or without pay, or termination) on any tenured faculty member who fails to meet performance expectations consistent with the assigned duties of a tenure-track or tenured faculty member, in accordance with the procedures below.
4. Department Chair (or School Director) Assessment
 - a. Once disciplinary procedures are initiated by the President and/or Provost, the department chair (or school director) will consider the faculty member's performance in teaching, research, and service. The chair/director will then assess whether the faculty member's performance constitutes adequate cause for termination based on unsatisfactory performance, as outlined in Section VIII.G.2.
 - b. The chair/director will forward (via MTSU email) their written assessment in a letter to the college dean within ten (10) business days of notification from the President and/or Provost, along with a chronological record of demonstrated efforts to encourage the faculty member to elevate their performance to satisfactory levels. The chair/director assessment will be advisory only.
5. Dean's Assessment
 - a. The dean will consider the faculty member's performance in teaching, research, and service, along with the department chair's (or school director's) assessment. The dean will then assess whether the faculty

member's performance constitutes adequate cause for termination based on unsatisfactory performance, as outlined in Section VIII.G.2.

- b. The dean will forward (via MTSU email) their written assessment in a letter to the Provost within ten (10) business days of receipt of the letter from the chair/director, along with a chronological record of demonstrated efforts to encourage the faculty member to elevate their performance to satisfactory levels. The dean will also include the letter from the chair/director assessing whether the faculty member's performance constitutes adequate cause for termination based on unsatisfactory performance. The dean's assessment will be advisory only.

6. Provost's Review & Decision

- a. The Provost will consider the faculty member's performance in teaching, research, and service, along with the assessments from the department chair (or school director) and the college dean. The Provost will then decide whether the faculty member's performance constitutes adequate cause for termination based on unsatisfactory performance, as outlined in Section VIII.G.2.
- b. If the Provost concludes that adequate cause based on unsatisfactory performance exists, the Provost will call the faculty member to a meeting (via MTSU email) to discuss the possibility of a mutually satisfactory resolution within ten (10) business days of the college dean's submission.
- c. If the Provost concludes that adequate cause based on unsatisfactory performance does not exist, then the Provost will provide the faculty member with written notice of the conclusion (via MTSU email, with a copy to the dean and chair/director) within ten (10) business days of the college dean's submission. The notice will also include any further instructions pertaining to the matter.
- d. If, after considering information provided by the faculty member and after consulting with the President, the Provost concludes that adequate cause exists but that a sanction other than termination or suspension without pay should be imposed, then the Provost may impose the lesser sanction and notify the faculty member (via MTSU email) within ten (10) business days of the college dean's submission. The faculty member may appeal the lesser sanction to the President via MTSU email within five (5) business days, and the President's decision shall be final.

7. Sanctions of Termination or Suspension Without Pay

- a. If, after considering information provided by the faculty member and after consulting with the President, the Provost concludes that adequate cause exists and that the sanction should be termination or suspension without pay, then the Provost will provide written notice to the faculty member within ten (10) business days of the college dean's submission. Notice will be provided via email to the faculty member's MTSU email address, and a hard copy will be provided by one of the following: (1) personal delivery by the faculty member's chair/director, (2) certified mail, return receipt requested, postage prepaid, or (3) overnight courier. Any notification or document sent as specified above will be effective on the date that it is sent via any of the means set forth above.

Written notice will include:

- i. The grounds for termination (or suspension) and a date on which the termination/suspension will become effective.
 - ii. Information pertaining to the faculty member's right to contest the termination/suspension before a Termination Hearing Committee (as described below) or in a post-termination contested case proceeding pursuant to MTSU Policy 110 Cases Heard Pursuant to the Uniform Administrative Procedures Act.
 - iii. A deadline of five (5) business days from receipt of the written notice to elect in writing to contest the termination/suspension and to state in writing the preferred hearing type (via MTSU email to the Provost).
- b. If the faculty member does not contest the charge(s) in writing and select the preferred hearing type within five (5) business days after receipt of written notice, the faculty member shall be subject to termination or suspension without pay, and no appeal of the matter is permitted within the University. Selection of one hearing type will waive the faculty member's right to the other.

8. Termination Hearing Procedures

- a. If the faculty member elects to contest the termination or suspension before a Termination Hearing Committee, the President will appoint a

committee of tenured faculty to determine if termination or suspension based on unsatisfactory performance is appropriate.

- i. The Faculty Senate President will provide tenured faculty nominations for this Committee to the President, with one tenured faculty member at the rank of Professor representing each of the following colleges: Basic and Applied Sciences, Behavioral and Health Sciences, Jones College of Business, Education, Liberal Arts, Library, Borchetta College of Media and Entertainment, and University College.
 - ii. If the President finds nominations unsuitable, then the President, in consultation with the Provost, shall provide a list of approved, eligible faculty to the Faculty Senate President, who must select from the provided list within five (5) business days. If no selection is made, the President will proceed with appointing the committee of tenured faculty.
 - iii. Members deeming themselves disqualified for bias or interest will remove themselves from the case, either at the request of a party or on their own initiative.
- b. The Committee will elect a chair to direct the proceedings. The Committee chair will provide the faculty member with written notice (via MTSU email) of a hearing date, time, and place (including the grounds for the proposed termination/suspension and a summary of the allegations related to unsatisfactory performance) at least fifteen (15) business days in advance of the hearing date. The faculty member may waive the right to a live hearing within five (5) days of the notification and instead, rely on the Committee's determination based on written evidence and argument.
- i. The faculty member may provide documents, affidavits, and/or other written/electronic evidence no later than five (5) business days in advance of the hearing date. The faculty member will also be permitted to explain their own case in discussion with the Committee throughout the hearing.
 - ii. The faculty member may accept the charges and agree not to contest the termination at any time.
 - iii. No witnesses are permitted at the hearing, but the Committee may require the appropriate dean, chair, or other faculty member to attend the hearing and respond to questions. For

charges of incompetence, the Committee will make every effort to summon one or more qualified faculty members. The faculty member and other hearing attendees are not permitted to cross-examine one another.

- iv. The Committee will not be bound by the rules of civil procedure or evidence and will make its recommendation to the President (as described below) following a fair and impartial hearing. The burden of proof will be a preponderance, or greater weight, of the evidence.
 - v. The Committee will submit a written report to the President and the faculty member, explaining its recommendation based on the hearing's findings, including applicable policy. The report will state whether the Committee has determined that adequate cause for termination or suspension exists and, if so, the specific grounds. The Committee may recommend action other than termination or suspension.
- c. After considering the Committee's report and any evidence introduced at the hearing, the President may consult with the faculty member and/or Provost prior to issuing a final decision. If the President's and the Committee's decisions differ, the President will issue a written statement to the faculty member, Committee, and Provost, explaining the decision.
 - d. Members of the Committee will not discuss the case outside Committee deliberations and will report any *ex parte* communication pertaining to the hearing to the President, who will notify all parties of the communication. Discussion of the case outside of Committee deliberations or failure to report *ex parte* communications may result in disciplinary action.

Revisions: June 2017 (original); June 2020.

Last Reviewed: May 2026.

References: 2026 Public Acts, Chapter 761; T.C.A. §§ 10-7-101; 10-7-503; 49-8-301-302; Policies 40 Financial Exigency; 60 Appearances before the Board; 202 Faculty Definition, Roles and Responsibilities and Appointment Types; 206 Tenure and Promotion Appeals; 816 Nepotism.



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE: May 19, 2026

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

PRESENTER: Danny Kelley
Interim Vice President for Student Affairs and Dean of Students

BACKGROUND INFORMATION:

Policy 541 Residential Life and Housing was revised to account for the demolition of Womack Lane apartments, which eliminated the availability of on-campus family housing.



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.D.~~ Premises. Any student residence facility owned or operated by the University to provide housing accommodations for student residents.
- ~~F.E.~~ 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.F.~~ _____ Semester Fee. The payment required to occupy an assigned living space within a student residence facility for a specified term.

~~H.G.~~ _____ 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 ~~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 tap](#) 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 student assigned to the living space. ~~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; appropriate opposite sex 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-residents of the assigned living space. Interference with another occupant's residents' 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 Care and 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 maybe 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 Care and 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 Care and 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 Commons

A. Third Party Owned Housing. Womack Commons is owned by Madrone – MTSU Student Housing I, LLC (the “Company”), and operated and managed by the University as its agent for the Company. If you are assigned to Womack Commons, you will enter into a License Agreement with the University, as agent for the Company, which will require you to acknowledge that the License Agreement has been assigned by the Company in favor of Regions Bank, its successor, and assigns (the “Trustee”). In the future and during the term of the License Agreement, you may be required to follow the instructions of the Trustee, its designee or subsequent owner upon the terms set forth in such License Agreement. As a Student entering into a License Agreement for the Third Party Owned Facility, you will be required to authorize disclosure of your personal information to the Company to the extent necessary to facilitate the License Agreement.

~~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~~ resident 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; July 2025; [March 2025](#).

Last Reviewed: March 20265.

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:

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. **Premises.** Any student residence facility owned or operated by the University to provide housing accommodations for student residents.
- E. **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.

- F. Semester Fee. The payment required to occupy an assigned living space within a student residence facility for a specified term.
- G. 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.

Summer housing is available to MTSU students enrolled in summer courses.

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 email to housing@mtsu.edu.

Mandatory Board Plan for Freshmen. Students classified as freshmen 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.

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.

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 tap 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 student assigned to the 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; appropriate opposite sex 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 residents of the assigned living space. Interference with another residents' 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 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 Care and 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 maybe 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 Care and 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 Care and 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 Commons

- A. Third Party Owned Housing. Womack Commons is owned by Madrone – MTSU Student Housing I, LLC (the "Company"), and operated and managed by the University as its agent for the Company. If you are assigned to Womack Commons, you will enter into a License Agreement with the University, as agent for the Company, which will require you to acknowledge that the License Agreement has been assigned by the Company in favor of Regions Bank, its successor, and assigns (the "Trustee"). In the future and during the term of the License Agreement, you may be required to follow the instructions of the Trustee, its designee or subsequent owner upon the terms set forth in such License Agreement. As a Student entering into a License Agreement for the Third Party Owned Facility, you will be required to authorize disclosure of your personal information to the Company to the extent necessary to facilitate the License Agreement.

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 to guests or invitees of such students resulting from any act or failure to act by the student or any other resident 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. 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; July 2025; March 2025.

Last Reviewed: March 2026.

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: May 19, 2026

SUBJECT: **SACSCOC Reaffirmation Update**

PRESENTER: Mary Hoffschwelle
Vice Provost for Planning and Effectiveness

BACKGROUND INFORMATION:

Dr. Hoffschwelle will provide an update on the institution's Reaffirmation of Accreditation with SACSCOC.



**Middle Tennessee State University
Board of Trustees**

Academic Affairs, Student Life, and Athletics Committee

Information Item

DATE: May 19, 2026

SUBJECT: **Athletics Report**

PRESENTER: Lee De León
Deputy AD/Chief Revenue Officer

BACKGROUND INFORMATION:

Mr. De León will provide an update on the Department of Athletics.