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

November 10, 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

November 10, 2026 Agenda

Call to Order and Opening Remarks

Roll Call

Approval of Minutes (Action) ..... Tab 1

Authorization for President McPhee to Confer Fall 2026 Degrees (Action) ..... Tab 2

Policy Revision (Action) ..... Tab 3
- 251 Academic Programs, Units, and Credential Approval Authority

Degree under Consideration (Action) ..... Tab 4
- Focused Baccalaureate Degree in Public Health Analytics and Informatics
- Focused Baccalaureate Degree in Youth Protection and Prevention Services
- Master of Science in Speech-Language Pathology

Policy Revision and Related Rule Promulgation (Action) ..... Tab 5
- Policy 541 Residential Life and Housing
- Rule 0240-07-07 Residential Life and Housing

Rule Promulgation (Information) ..... Tab 6
- Rule 0240-07-05 Student Conduct

Enrollment and Performance Metrics (Information) ..... Tab 7

Student Affairs Report

Nursing Expansion Report

Athletics Report

Closing Remarks

Adjourn

Middle Tennessee State University

Board of Trustees

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE:	November 10, 2026
SUBJECT:	**Minutes of the August 18, 2026 Academic Affairs, Student Life, and Athletics Committee Meeting**
PRESENTER:	Chad White Committee Chair

BACKGROUND INFORMATION:

The Academic Affairs, Student Life, and Athletics Committee met on August 18, 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, August 18, 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 12:30 p.m.

Roll Call

Board Secretary James Floyd called the roll. The following Committee members were in attendance: J.B. Baker, Tom Boyd, Pete DeLay, John Floyd, Jimmy Granbery, Bill Jones, Kari Neely, Steve Smith, Christine Vanek, Chad White, RJ Ware, Keith Huber, and Chris Massaro. Michael Wade participated in the meeting electronically. Consistent with Tennessee Code Annotated § 8-44-108(c)(3), Trustee Wade was asked whether he could hear clearly, and he responded affirmatively, confirming that no one else was present at his location. A quorum was declared.

President Sidney McPhee; Joe Bales, Vice President for University Advancement; Mark Byrnes, Provost; Yvette Clark, Vice President for Information Technology and Chief Information Officer; Drew Harpool, Vice President for Business and Finance; James Bridgeforth, Vice President for Student Affairs and Dean of Students; Andrew Oppmann, Vice President for Marketing and Communications; Cyndee Ray, Chief Audit Executive; 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 May 19, 2026, Academic Affairs, Student Life, and Athletics Committee meeting. Trustee DeLay moved to approve the minutes

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from the May 19, 2026, meeting, and Trustee Baker seconded the motion. A roll call vote was taken, and the motion to approve the minutes passed unanimously.

Approval of Tenure – Action

Provost Mark Byrnes presented two candidates for tenure who were hired after the June Board meeting: Dr. Ismail Fidan, Chair of the Department of Engineering Technology, and Dr. Bethany Rhoten, Director of the School of Nursing.

Trustee Boyd moved to approve the candidates for tenure and promotion, and Trustee Vanek seconded the motion. A roll call vote was taken, and the motion to approve the two candidates for tenure passed unanimously.

Appointment of Chair of Excellence - Action

Provost Byrnes reported that, following a multi-year search to identify the ideal candidate, Dr. Linda Gibson-Young was selected as the Adams Chair of Excellence in Health Care Services. In addition, Dr. Gibson-Young will join the School of Nursing faculty.

Trustee Boyd moved to approve the appointment of Dr. Linda Gibson-Young as the Adams Chair of Excellence in Health Care Services, and Trustee DeLay seconded the motion. A roll call vote was taken, and the motion to approve the appointment of Dr. Linda Gibson-Young passed unanimously.

Trustee Boyd asked for an update on the Doctor of Business Administration (DBA). Provost Byrnes responded that he and the dean are discussing the financing of the degree.

Student Affairs Update - Information

Vice President James Bridgeforth gave an overview of the Division of Student Affairs, highlighting its programs and services that promote belonging, well-being, leadership development, and career readiness. The division reported significant student success outcomes, including the renewal of the TRIO Student Support Services Grant for 2025-2030 and a 98% fall-to-fall retention

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rate among TRIO participants, the highest in Tennessee. The Student-Athlete Enhancement Center was recognized for strong academic achievement, including a 92% graduation rate for student-athletes. An update on Fraternity and Sorority Life noted 812 active members and a strategic goal to increase membership by 10% this academic year. Student Sidney Barnett shared how her involvement in her sorority and the Student Government Association enhanced her leadership skills, sense of belonging, and career aspirations, illustrating the division's impact on student growth and success.

Trustee Boyd asked that a report from Student Affairs be included in every quarterly meeting.

Athletics Report - Information

Athletic Director Chris Massaro gave an update on athletic facilities. Floyd Stadium renovations are in the final stages of design, and construction will begin as soon as football season ends. The renovation will include additional chairbacks with double the legroom, focal elements, field-level suites, and group party patios for year-round use.

An artificial surface is being installed on the baseball field starting in October. This will free the coaches from field maintenance.

Murphy Center renovations have been delayed since April due to procedural issues, but a designer has been hired. It will take about a year for design and two years for construction. The renovation plans will be a game-changer for that corner of campus and make a great impression on future students and their families. The hotel on the opposite corner will be transformational.

Aspirational Goals and Vision - Information

Chairman Smith made the following remarks and requests:

- Announced that he had asked Trustee John Floyd to chair a committee tasked with reviewing best practices for presidential housing.
- Encouraged Board members to hold October 19 on their calendars for a special forum in Tucker Theatre, where former U.S. Senators Bill Frist and Lamar Alexander will interview one another.

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- Proposed the launch of “Homecoming MTSU” in conjunction with the arrival of a new university president. The initiative would highlight the accomplishments of MTSU students and alumni and celebrate the University's contributions to Middle Tennessee. He noted that MTSU graduates are making significant contributions to the region's workforce and economy.
- Emphasized the importance of building on the University's strengths and requested that a profit-and-loss (P&L) analysis be prepared for each department during the next year.
- Requested that the administration provide a list of law schools nationwide to assist the Board in evaluating potential next steps for MTSU in this area.
- Requested the establishment of a separate Board committee for Athletics. He noted that the Lightning Zone Committee has successfully engaged with the City of Murfreesboro.

Next, Chairman Smith asked Trustee Boyd to discuss the proposed advertisement for the next MTSU President, noting Trustee Boyd suggested deleting the reference to a public institution.

Trustee Vanek highlighted the importance of strong communication skills with the various constituencies as candidates are evaluated.

Trustee Granbery requested that a reference to investing in athletic excellence be added.

Trustee Neely asked about the exclusion of the requirement of an earned terminal degree. Vice Chair Vanek said adding “terminal degree preferred” might deter someone from applying. The committee wants to cast a wide net.

Trustee White made a motion to approve the advertisement with the deletion of the reference to “a public university” and the addition of “athletics,” and Trustee Boyd seconded the motion. A roll call vote was taken, and the motion to approve the edited advertisement passed unanimously.

Adjournment

Committee Chair Wade adjourned the meeting at 1:40 p.m.

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

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Middle Tennessee State University

Board of Trustees

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE:	November 10, 2026
SUBJECT:	**Authorization for President McPhee to Confer Fall 2026 Degrees**
PRESENTER:	James Floyd Vice President for Legal Affairs, General Counsel, and Board Secretary

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BACKGROUND INFORMATION:

The Board's Reservation and Delegation of Authority Policy reserves to the Board the authority to authorize the awarding of degrees. See also, Tenn. Code Ann. § 49-8-203(a)(1)(B). Section 2.3 of that Policy further provides that "[t]he President is authorized to confer academic and honorary degrees, within the guidelines of the Board." Accordingly, the Board retains authority over the approval and awarding of degrees while delegating the act of conferring degrees.

President Sidney A. McPhee's employment agreement is scheduled to expire on December 10, 2026. Because certain Fall 2026 commencement activities will occur thereafter, it is appropriate to expressly clarify and designate Dr. McPhee as its agent for the ceremonial and ministerial conferral of degrees for Fall 2026 graduates. Such designation is consistent with the Board's existing policy recognizing degree conferral as a ceremonial and delegated function.

Middle Tennessee State University
Board of Trustees

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE: November 10, 2026

SUBJECT: **Policy Revision 251 Approval of Academic Programs, Units, and Modifications**

PRESENTER: Amy Aldridge
Vice Provost for Academic Programs

BACKGROUND INFORMATION:

The revision adds THEC Policy A1.6, which governs Focused Baccalaureate Degrees, and updates the policy more broadly to clarify approval authority for academic programs, credentials, and other academic actions. Actions requiring Board approval are distinguished from those delegated to the President or Provost. University approval processes are aligned with applicable Tennessee Higher Education Commission, accreditation, and regulatory requirements. The revision also expands the policy to address newer forms of academic credentials and instructional delivery. It has been retitled to Academic Programs, Units, and Credential Approval Authority.

MIDDLE TENNESSEE STATE UNIVERSITY.

251 ~~Approval of~~ Academic Programss~~s~~, Units, and ~~Modifications~~Credential Approval Authority

Approved by Board of Trustees
Effective Date: ~~June 5, 2017~~
Responsible Division: Academic Affairs
Responsible Office: University Provost
Responsible Officer: Vice Provost for Academic Programs

I. Purpose

This policy establishes ~~the procedures and processes for the submission and approval of academic action requests for new academic programs and new academic units, and requests to modify existing academic programs at Middle Tennessee State University (MTSU or University).~~ approval authority and review processes for academic actions involving the establishment, modification, suspension, inactivation, reactivation, termination, or delivery-mode change of academic programs, academic units, and academic credentials offered by Middle Tennessee State University (MTSU or University). Academic actions shall comply with applicable University requirements, Tennessee Higher Education Commission (THEC) policies, accreditor requirements, and other applicable state and federal requirements.

II. Definitions

A. Academic Program – An organized course of study approved by the University that leads to one or more academic credentials or that otherwise appears in the University's Academic Program Inventory.

B. Academic Unit – An academic organizational structure established by the University to administer academic programs, including colleges, schools, and departments.

C. Academic Program Modification - A modification to an approved academic program that requires review and approval by THEC under Academic Policy A1.1.

D. Academic Action - A change to an existing academic program or concentration that affects information maintained in the Academic Program Inventory but does not fundamentally alter the program's identity, and therefore, requires

notification to THEC rather than formal approval.

~~A.~~E. Academic Credential – A degree, concentration, minor, certificate, microcredential, badge, or other formal recognition awarded by the University upon completion of specific academic requirements. An academic credential may include degree and non-degree credentials.

F. Non-Degree Credential – An academic credential that does not constitute a degree, including certificates, microcredentials, badges, and other formal recognitions of learning.

G. Instructional Delivery Modality – The method or format by which an academic program or credential is offered and delivered to students, including face-to-face, online, hybrid, competency-based, off-campus, and other approved delivery formats.

H. Substantive Change - A significant modification or expansion of the nature or scope of the University or its academic programs that requires review, notification, or approval by the University's institutional accreditor or an applicable specialized accrediting agency.

III. General Principles

A. Academic proposals should originate with qualified faculty and proceed through established University curriculum review processes.

B. Academic actions shall be reviewed for compliance with applicable accreditation, regulatory, and reporting requirements.

C. Approval of an academic action or program modification by the University shall not supersede any required review, notification, or approval by THEC, accrediting agencies, or other external authorities.

~~A.~~D. The Vice Provost for Academic Programs shall be responsible for coordinating external academic program approvals and notifications unless otherwise assigned by the Provost.

~~II.~~IV. Approval Authority~~Introduction~~

A. The Board of Trustees (Board) has the power, subject to review and approval of the Tennessee Higher Education Commission (THEC), to create new academic degrees ~~and majors~~and~~,~~ new academic units (colleges, schools, divisions, and

departments), as described in ~~off-campus extensions of existing academic programs, and new instructional locations (~~THEC Policy A1.0 – New Academic Program~~Degree~~s, A1.1 – Academic Program Modifications, ~~and~~ A1.3 – New Academic Units, A1.5 – Academic Actions, and A1.6 – Focused Baccalaureate Degrees~~)~~.

B. The authority to approve all other academic actions, with the exception of those powers the Board reserves to itself, as indicated below, is delegated to the President or the Provost.

~~C. All proposals for changes to the University curriculum should originate with the faculty and be reviewed through an established campus review process prior to review by the Provost, President, or Board of Trustees.~~

~~III.~~V. Process

Academic actions that must be approved by the Board.

A. The Board reserves to itself the authority to review and approve the following academic actions:

1. ~~All academic actions that require review and approval by THEC~~New degree programs.

2. ~~To establish or abolish~~Establishment, consolidation, reorganization, or abolition of academic colleges, divisions, schools, and departments.

~~2.~~3. Other academic actions or modifications as designated by the Board.

~~3. Revisions to University-wide admission, progression, and graduation requirements.~~

B. Academic actions approved by the Board through Interim Action:

1. The power to approve the following academic actions through interim action is delegated to the President or the Provost.

    a. Establishment of new concentrations, minors, and certificates (less than twenty-four [24] semester credit hours).
    b. Inactivation of majors, minors, concentrations, or certificates.
    c. Terminations of majors, minors, concentrations, or certificates (either at the end of the three (3)-year inactivation period or an immediate termination).
    d. Name changes for existing academic programs and administrative units.

2. Summaries of academic actions approved through interim action will be reported ~~at each regular meeting of~~ annually to the Board.

3. Interim approval shall not eliminate any required external notification or approval process.

C. Authority to approve all other academic actions. As chief academic officer, the Provost shall have the authority to approve all other academic actions, including the following:

1. New course proposals.

2. Revisions to existing courses.

3. Inactivation or termination of existing courses.

4. Changes to policies on program admission, progression, and graduation requirements.

5. Name change to existing concentrations within an academic program.

6. Curriculum modifications to existing programs.

7. ~~Conversion of an existing degree to one hundred percent (100%) online delivery.~~ Approval of instructional delivery modality changes, subject to any required external reviews or approvals.

8. Establishment, modification, suspension, or discontinuance of non-degree credentials, including microcredentials and badges, not otherwise requiring Board approval.

9. ~~Other non-substantive revisions to curricula of major, concentration, minor, or certificate.~~ Approval of academic program modifications not otherwise reserved to the Board.

10. Approval of academic actions required to maintain compliance with accreditation, licensure, certification, or regulatory requirements.

~~IV.~~VI. Procedures

A. All academic actions that require THEC review and approval shall follow the guidelines and procedures established by THEC.

B. All academic actions that require notification to THEC, following approval on campus, shall follow THEC reporting procedures.

C. The Provost shall be responsible for establishing procedures for review and approval of all academic actions that do not require THEC review and approval.

VII. Accreditation and External Approvals

A. The Vice Provost for Planning and Effectiveness shall evaluate academic actions for potential accreditation implications, including substantive change requirements.

B. Academic actions requiring notification or approval by the University's institutional accreditor or an applicable specialized accrediting agency shall not be implemented until all required actions have been completed.

C. The responsible academic and administrative offices shall cooperate in the preparation of all required accreditation documentation.

D. Academic actions involving significant departures, new degree levels, major delivery-mode changes, distance education, or off-campus instructional sites shall be reviewed to determine whether external approval or notification is required.

VIII. Instructional Delivery and Off-Campus Offerings

A. Proposals involving online, hybrid, competency-based, off-campus, or alternative instructional delivery methods shall be reviewed for compliance with applicable accreditor, state authorization, and regulatory requirements.

IX. Joint and Collaborative Academic Programs

A. Joint degrees, collaborative degree programs, academic consortium arrangements, and similar partnerships shall be reviewed in accordance with applicable Board policy, THEC requirements, accreditation requirements, and any required institutional agreements.

B. Appropriate memoranda of understanding, articulation agreements, or other partnership agreements shall be developed and approved in accordance with applicable University policies and procedures before implementation.

X. Responsibility for Determining External Review Requirements

The Vice Provost for Academic Programs shall determine, in consultation with the Vice Provost for Planning and Effectiveness and other appropriate University offices, whether an academic action requires:

1. Board approval;
2. THEC notification;
3. THEC approval;
4. Accreditor notification;
5. Accreditor approval; or
6. Other regulatory review.

XI. Policy Review

This policy shall be reviewed at least once every five (5) years or more frequently as necessary due to changes in law, regulation, accreditation requirements, Board policy, or THEC policy.

~~V.~~XII. Sources of Specific Criteria and Forms for Reporting to THEC

A. THEC Policy A1.0 – New Academic Programs: Approval Process

B. THEC Policy A1.1 – Academic Program Modifications

C. THEC Policy A1.3 – New Academic Units

D. THEC Policy A1.5 – Academic Actions Notifications

E. THEC Policy A1.6 – Focused Baccalaureate Degrees

~~E. THEC Financial Projection Form~~

Forms: none.

Revisions: none.

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

References: THEC Policies A1.0, A1.1, A1.3, A1.5, and A1.6~~5~~; 050 Timely Reporting of a Substantive Change for Accredited Institutions of SACSCOC; 253 Permanent or Semi-Permanent Off-Campus Instructional Facilities; 255 Inter-Institutional Relationships; 256 MTSU Articulation with Community Colleges within the Tennessee Board of Regents System and the State Universities; 257 Components of Articulation Agreements; 600 Approval of Agreements – Delegation of Authority/Signature Authorization

MIDDLE TENNESSEE STATE UNIVERSITY.

251 Academic Programs, Units, and Credential Approval Authority

Approved by Board of Trustees
Effective Date:
Responsible Division: Academic Affairs
Responsible Office: University Provost
Responsible Officer: Vice Provost for Academic Programs

I. Purpose

This policy establishes approval authority and review processes for academic actions involving the establishment, modification, suspension, inactivation, reactivation, termination, or delivery-mode change of academic programs, academic units, and academic credentials offered by Middle Tennessee State University (MTSU or University). Academic actions shall comply with applicable University requirements, Tennessee Higher Education Commission (THEC) policies, accreditor requirements, and other applicable state and federal requirements.

II. Definitions

A. Academic Program – An organized course of study approved by the University that leads to one or more academic credentials or that otherwise appears in the University's Academic Program Inventory.

B. Academic Unit – An academic organizational structure established by the University to administer academic programs, including colleges, schools, and departments.

C. Academic Program Modification - A modification to an approved academic program that requires review and approval by THEC under Academic Policy A1.1.

D. Academic Action - A change to an existing academic program or concentration that affects information maintained in the Academic Program Inventory but does not fundamentally alter the program's identity, and therefore, requires notification to THEC rather than formal approval.

E. Academic Credential – A degree, concentration, minor, certificate, microcredential, badge, or other formal recognition awarded by the University upon completion of specific academic requirements. An academic credential

may include degree and non-degree credentials.

F. Non-Degree Credential – An academic credential that does not constitute a degree, including certificates, microcredentials, badges, and other formal recognitions of learning.

G. Instructional Delivery Modality – The method or format by which an academic program or credential is offered and delivered to students, including face-to-face, online, hybrid, competency-based, off-campus, and other approved delivery formats.

H. Substantive Change - A significant modification or expansion of the nature or scope of the University or its academic programs that requires review, notification, or approval by the University's institutional accreditor or an applicable specialized accrediting agency.

III. General Principles

A. Academic proposals should originate with qualified faculty and proceed through established University curriculum review processes.

B. Academic actions shall be reviewed for compliance with applicable accreditation, regulatory, and reporting requirements.

C. Approval of an academic action or program modification by the University shall not supersede any required review, notification, or approval by THEC, accrediting agencies, or other external authorities.

D. The Vice Provost for Academic Programs shall be responsible for coordinating external academic program approvals and notifications unless otherwise assigned by the Provost.

IV. Approval Authority

A. The Board of Trustees (Board) has the power, subject to review and approval of the Tennessee Higher Education Commission (THEC), to create new academic degrees and new academic units (colleges, schools, divisions, and departments), as described in THEC Policy A1.0 – New Academic Programs, A1.1 – Academic Program Modifications, A1.3 – New Academic Units, A1.5 – Academic Actions, and A1.6 – Focused Baccalaureate Degrees.

B. The authority to approve all other academic actions, with the exception of those powers the Board reserves to itself, as indicated below, is delegated to the President or the Provost.

V. Process

Academic actions that must be approved by the Board.

A. The Board reserves to itself the authority to review and approve the following academic actions:

    1. New degree programs.

    2. Establishment, consolidation, reorganization, or abolition of academic colleges, divisions, schools, and departments.

    3. Other academic actions or modifications as designated by the Board.

B. Academic actions approved by the Board through Interim Action:

    1. The power to approve the following academic actions through interim action is delegated to the President or the Provost.

        a. Establishment of new concentrations, minors, and certificates (less than twenty-four [24] semester credit hours).
        b. Inactivation of majors, minors, concentrations, or certificates.
        c. Terminations of majors, minors, concentrations, or certificates (either at the end of the three (3)-year inactivation period or an immediate termination).
        d. Name changes for existing academic programs and administrative units.

    2. Summaries of academic actions approved through interim action will be reported annually to the Board.

    3. Interim approval shall not eliminate any required external notification or approval process.

C. Authority to approve all other academic actions. As chief academic officer, the Provost shall have the authority to approve all other academic actions, including the following:

    1. New course proposals.

2. Revisions to existing courses.

3. Inactivation or termination of existing courses.

4. Changes to policies on program admission, progression, and graduation requirements.

5. Name change to existing concentrations within an academic program.

6. Curriculum modifications to existing programs.

7. Approval of instructional delivery modality changes, subject to any required external reviews or approvals.

8. Establishment, modification, suspension, or discontinuance of non-degree credentials, including microcredentials and badges, not otherwise requiring Board approval.

9. Approval of academic program modifications not otherwise reserved to the Board.

10. Approval of academic actions required to maintain compliance with accreditation, licensure, certification, or regulatory requirements.

VI. Procedures

A. All academic actions that require THEC review and approval shall follow the guidelines and procedures established by THEC.

B. All academic actions that require notification to THEC, following approval on campus, shall follow THEC reporting procedures.

C. The Provost shall be responsible for establishing procedures for review and approval of all academic actions that do not require THEC review and approval.

VII. Accreditation and External Approvals

A. The Vice Provost for Planning and Effectiveness shall evaluate academic actions for potential accreditation implications, including substantive change requirements.

B. Academic actions requiring notification or approval by the University's institutional accreditor or an applicable specialized accrediting agency shall not

be implemented until all required actions have been completed.

C. The responsible academic and administrative offices shall cooperate in the preparation of all required accreditation documentation.

D. Academic actions involving significant departures, new degree levels, major delivery-mode changes, distance education, or off-campus instructional sites shall be reviewed to determine whether external approval or notification is required.

VIII. Instructional Delivery and Off-Campus Offerings

A. Proposals involving online, hybrid, competency-based, off-campus, or alternative instructional delivery methods shall be reviewed for compliance with applicable accreditor, state authorization, and regulatory requirements.

IX. Joint and Collaborative Academic Programs

A. Joint degrees, collaborative degree programs, academic consortium arrangements, and similar partnerships shall be reviewed in accordance with applicable Board policy, THEC requirements, accreditation requirements, and any required institutional agreements.

B. Appropriate memoranda of understanding, articulation agreements, or other partnership agreements shall be developed and approved in accordance with applicable University policies and procedures before implementation.

X. Responsibility for Determining External Review Requirements

The Vice Provost for Academic Programs shall determine, in consultation with the Vice Provost for Planning and Effectiveness and other appropriate University offices, whether an academic action requires:

1. Board approval;
2. THEC notification;
3. THEC approval;
4. Accreditor notification;
5. Accreditor approval; or
6. Other regulatory review.

XI. Policy Review

This policy shall be reviewed at least once every five (5) years or more frequently as necessary due to changes in law, regulation, accreditation requirements, Board policy, or THEC policy.

XII. Sources of Specific Criteria and Forms for Reporting to THEC

A. THEC Policy A1.0 – New Academic Programs: Approval Process

B. THEC Policy A1.1 – Academic Program Modifications

C. THEC Policy A1.3 – New Academic Units

D. THEC Policy A1.5 – Academic Actions Notifications

E. THEC Policy A1.6 – Focused Baccalaureate Degrees

Forms: none.

Revisions: none.

Last Reviewed: November 2026.

References: THEC Policies A1.0, A1.1, A1.3, A1.5, and A1.6; 050 Timely Reporting of a Substantive Change for Accredited Institutions of SACSCOC; 253 Permanent or Semi-Permanent Off-Campus Instructional Facilities; 255 Inter-Institutional Relationships; 256 MTSU Articulation with Community Colleges within the Tennessee Board of Regents System and the State Universities; 257 Components of Articulation Agreements; 600 Approval of Agreements – Delegation of Authority/Signature Authorization

Middle Tennessee State University
Board of Trustees

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE:	November 10, 2026
SUBJECT:	**Degrees Under Consideration**
PRESENTER:	Mark Byrnes Provost

BACKGROUND INFORMATION:

MTSU Policy 251 Approval of Academic Programs, Units, and Modifications, provides the Board of Trustees the authority to review and approve all academic actions that require review and approval by the Tennessee Higher Education Commission (THEC).

The following degree programs are proposed for consideration:

- Focused Baccalaureate Degree in Public Health Analytics and Informatics
- Focused Baccalaureate Degree in Youth Protection and Prevention Services
- Master of Science in Speech-Language Pathology

THEC Policy A1.6 identifies focused baccalaureate degree programs as programs subject to THEC approval and requires institutional governing board approval as part of the new academic program approval process.

Pending approval by the Board and completion of THEC's required review and approval process, the University may proceed with development and submission of the proposed programs.

Focused Baccalaureate Degree in Public Health Analytics and Informatics

The College of Behavioral and Health Sciences is seeking to create a focused baccalaureate degree in Public Health Analytics and Informatics. The proposed program combines foundational public health knowledge with data analytics and informatics skills to prepare individuals for employment in health data, health information management, public health informatics, and related health technology fields.

The proposed degree is designed as a workforce-focused, transfer-accessible pathway that incorporates public health, data science, and information systems coursework within a 93-credit-hour curriculum. Students will complete experiential learning through a required internship in a health data, health informatics, or health information technology setting, as well as applied data projects using real-world datasets. The curriculum also supports attainment of industry-recognized credentials, including eligibility for the Certified Health Data Analyst examination and preparation for other health informatics and public health certifications.

Program development has included consultation with external industry partners through MTSU's Public Health Community Advisory Board. Workforce analyses identified strong demand for professionals with combined public health and data analytics competencies, particularly in health information management, public health informatics, and data-driven health services.

The Council on Education for Public Health accreditor has provided written confirmation supporting a baccalaureate degree of fewer than 120 credit hours. The proposal provides for compliance with MTSU institutional residency requirements, including completion of at least 25 percent of the degree through University offerings.

Focused Baccalaureate Degree in Youth Protection and Prevention Services

The College of Behavioral and Health Sciences is seeking to create a focused baccalaureate degree in Youth Protection and Prevention Services (YPPS), Federal CIP Code 44.0701 (Social Work). The proposed program is designed to prepare individuals entering or advancing within child welfare, juvenile justice, and related helping professions, including paraprofessionals already employed in youth-serving settings.

The proposed YPPS degree is designed as an online, competency-based, and stackable pathway responsive to working adults and place-bound learners. The Child Advocacy Studies (CAST) certificate will form the foundational credential embedded in the degree, with additional specialized certificates applicable toward degree completion. Experiential learning will include simulations, competency-based learning, workplace practica, and opportunities for students employed in appropriate youth-serving or related professional settings to earn academic credit through supervised training and demonstration of specified on-the-job competencies.

Program development has included external industry participation. Representatives and experts connected with the Center for the Helping Professions, the Tennessee Department of Children's Services, and the Zero Abuse Project have provided guidance on workforce needs, curriculum, and preparation for youth-serving professions. The proposal identifies workforce needs in child and family welfare, juvenile justice, and prevention services and is intended to support both direct workforce entry and continued education.

The program does not lead to a specific professional license and is not programmatically accredited. The proposal provides for compliance with MTSU institutional residency requirements, including completion of at least 25 percent of the degree through University offerings. If approved through all required institutional and THEC processes, the University would establish the degree subject to applicable accreditation requirements.

Master of Science in Speech-Language Pathology

The College of Behavioral and Health Sciences seeks approval to develop a Master of Science (M.S.) in Speech-Language Pathology. The proposed program would prepare graduates for professional licensure as speech-language pathologists in Tennessee and for the Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) awarded by the American Speech-Language-Hearing Association (ASHA).

The proposed degree includes a 50-credit-hour curriculum consisting of advanced academic coursework and supervised clinical practica designed to meet accreditation, licensure, and certification requirements. The program will emphasize service to rural and underserved populations through a concentration in Rural Healthcare Across the Lifespan and will provide specialized preparation in teletherapy and emerging clinical technologies. Students will complete extensive clinical training through MTSU's Speech-Language-Hearing Clinic and community-based placements throughout Middle Tennessee.

The proposed program addresses a documented workforce need in Tennessee. State employment projections indicate strong growth in demand for speech-language pathologists, while existing graduate programs in Tennessee admit only a fraction of qualified applicants each year. Workforce analyses, employer surveys, student surveys, and an external feasibility study identified substantial unmet demand for additional graduate education capacity in speech-language pathology and strong support for a program located in Middle Tennessee.

The MS SLP builds on the University's established undergraduate Speech-Language Pathology and Audiology program, existing clinical facilities, and longstanding partnerships with schools, healthcare providers, and community organizations. The proposed program will leverage these existing resources while expanding opportunities to serve rural communities and address speech, language, and swallowing disorders across the lifespan.

The program will seek accreditation from the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA), the accrediting body recognized by ASHA. Required institutional and programmatic approval processes will be completed before student enrollment begins.

Middle Tennessee State University
Board of Trustees

Academic Affairs, Student Life, and Athletics Committee

Action Item

DATE: November 10, 2026

SUBJECT: **Policy Revision and Related Rule Promulgation**
541 Residential Life and Housing

PRESENTER: Danny Kelley
Assistant Vice President for Student Affairs

BACKGROUND INFORMATION:

The proposed Policy 541 Residential Life and Housing revision adds the definition of "sex" or "gender" as required by T.C.A. 4-1-433(b) and revises references to components of "sex" as required by T.C.A. 4-1-433(b).

A parallel rule, Rule 020-07-03 Residential Life and Housing, is also presented for amendment and will capture the revised version of Policy 541. In addition, other modifications were necessary to reflect the elimination of on-campus family housing. A rulemaking hearing is scheduled for the Board of Trustees meeting on December 2, 2026.

MIDDLE TENNESSEE STATE UNIVERSITY.

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 without regard to any applicable category or status protected under state or federal law and as set forth in Policy 25 Equal Opportunity and Nondiscrimination ~~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, and Electric Scooters. Parking or storing bicycles, mopeds, ~~or~~ motorcycles, electric scooters, or similar devices, is not permitted in hallways, stairways, outside walkways, fire escapes, or lobbies of student residence facilities. Bicycles and electric scooters 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 and electric scooters may not be kept in public areas (i.e. hallways, lounges, stairwells, etc.).

C. Business or Commercial Use. Student residence facilities may not be used for any business or commercial purpose. The facilities are to be used for residential purposes only.

D. Computer and Network Acceptable Use. Policy 910 Information Technology Resources is intended to prevent abuses of equipment and services, and to ensure that the use of computers and networks honors the public trust and supports the University's mission to educate students, conduct research, and provide public service. Using MTSU and state resources for unauthorized copying and/or distribution of copyright-protected information, music, video, and software is prohibited.

E. Construction. No construction of any kind is allowed without prior written consent of the University.

F. Data Service. All student residence facilities have direct data network access via Ethernet jack and wireless. All residents using the MTSU data network must adhere to all provisions of Policy 910 Information Technology Resources.

1. Wireless routers are not permitted.

2. Servers of any type are not allowed in student residence facilities. This includes but is not limited to Web, FTP, telnet, game, peer-to- peer, and file servers. Servers discovered in operation are subject to disconnection.

3. Distributing copyrighted material without permission is not permitted and may result in suspension of network access as well as other sanctions.

4. Internet Protocol (IP) addresses are centrally assigned and may not be changed. To receive this address and other necessary configuration information, the network card must be set to obtain address information automatically via Dynamic Host Configuration Protocol (DHCP). Computers attempting to circumvent this registration and assignment process are subject to disconnection.

G. Disturbances or Nuisances. No student resident shall permit or create a nuisance or disturb any other residents of the facility. Students shall not conduct or permit activities in their student residence facilities that would, in any manner, create disturbances or cause disruption to other residents.

H. Drugs. The unlawful use and/or possession of drugs and/or drug paraphernalia is prohibited on the University campus and in all student residence facilities. Students found in violation of drug or drug-related policies may be removed from the student residence facility and be responsible for paying out the academic year Agreement in full. Any reasonable suspicion of drug use or possession, including odor of burnt or raw marijuana, physical characteristics of impairment, and/or possession of any paraphernalia that can be used for drug consumption, will lead to an investigation and possible violation of this rule.

I. Electrical Kitchen Appliances. Appliances with open heating elements or air fryers may not be operated in student residence facilities except that apartment residents are permitted to have toasters, toaster ovens and coffee pots in their kitchen.

J. Failure to Comply with Sanctions. Failure to fully comply with disciplinary sanctions imposed subsequent to the process set forth in Section XIV.

K. Failure to Cooperate with Institutional Officials. Any act of insubordination or failure to cooperate with University officials, including all levels of Housing and Residential Life staff acting in the performance of their duties, is grounds for the immediate termination of the Agreement.

L. Fire Hazards. Students shall permit no combustible material to be kept in an assigned living space or on the premises and shall take every precaution to prevent fires. Fire escapes shall be kept clear of all items and shall be used in case of emergency only. Students will not store or lock anything on or immediately adjacent (within two [2] feet) to electrical meters or conduits from these meters leading into student residence facilities.

M. Fire Safety. The sounding of false fire alarms and tampering with firefighting or safety equipment, including extinguishers, hoses, EXIT signs, and the alarm system is prohibited. Residents are responsible for safely evacuating the building immediately upon the sounding of the alarm or as otherwise directed by student residence facility staff. Students failing to appropriately evacuate the building may be subject to disciplinary action.

N. Firearms, Explosives, Fireworks, and Inflammables. The possession or use of firearms, slingshots, paint ball guns, super-soakers, explosives, fireworks, inflammable fluids, dangerous chemical mixtures, pellet guns, B.B. guns, propelled missiles, or ammunition (which includes but is not limited to bullets, paint balls, pellets, and B.B.s) is prohibited.

O. Heating. Students shall not use any appliances for heating except those provided with prior written consent of the University.

P. Illegal activities. Illegal activities of any kind within student residence facilities are prohibited.

Q. Keys. Keys to assigned living spaces are the property of the University, and a student may not have duplicate keys made.

R. Noise and Quiet Hours. The primary aim of Housing and Residential Life is to maintain an atmosphere conducive to the pursuit of residents' academic goals and to provide an opportunity for uninterrupted study and rest. Courtesy hours are in effect twenty-four (24) hours a day. Unnecessary noise, from whatever the source, must be discontinued upon request. Quiet hours are in effect from 9:00 p.m. until 9:00 a.m. every day. Strict quiet hours will be in effect twenty-four (24) hours a day beginning one (1) day prior to the start of final exams and will continue through the end of the exam period.

S. Pets. No pets of any kind are allowed in the student residence facilities, with the exception of fish contained in one aquarium no larger than ten (10) gallons. This does not exclude accommodations required pursuant to federal and/or state law.

T. Maintenance of Premises. Students shall maintain the premises, including their yards, in a neat and orderly condition. No refuse, loose paper, cans, bottles, etc., shall be permitted to accumulate outside or underneath assigned living spaces.

U. Prohibited Items. The following is a non-exhaustive list of items which are prohibited in student residence facilities: water-filled furniture, personal air conditioners, unauthorized refrigerators, freezers, air fryers, pianos, exterior aerials or antennas, heavy electrical appliances such as laundry and dishwashing machines, personal stoves, extension cords, multiple-outlet plug adapters, halogen lamps, candles, incense, firearms, explosives, fireworks, flammable fluids, slingshots, paint ball guns, super-soakers, dangerous chemical mixtures, pellet guns, B.B. guns, ammunition (which includes but is not limited to bullets, paint balls, pellets, and B.B.s) propelled missiles, alcoholic beverages, and illegal drugs or paraphernalia. Additionally, all residents must adhere to all provisions of Policy 770 Fire Safety in On-Campus Student Residential Housing.

V. Security Doors. At no time may security doors be propped open.

W. Smoking. Pursuant to Policy 750 Tobacco-Free Campus, smoking (including vaporizers, hookahs, e-cigs, etc.) is prohibited on the University campus and within student residence facilities. Students wishing to use tobacco products must do so in the privacy of a personal vehicle. Tobacco products can only be stored in a private vehicle.

X. Soliciting Sales. Soliciting, canvassing, or the use of student residence facilities as a location for selling is prohibited unless written permission is granted by the Dean of Students. Since solicitors or other salespersons are not allowed access to the premises except with permission from the University, students are requested to notify the front desk of violations of this rule.

Y. Violation of General Policies. Any violation of the general policies or procedures of the University as published in an official institutional publication or on the institutional website, including the intentional failure to perform any required action or the intentional performance of any prohibited action.

Z. Violation of State or Federal Laws. Any violation of state or federal laws or regulations proscribing conduct or establishing offenses, which laws and regulations are incorporated herein by reference.

AA. Violation of the Terms of the Student Housing License Agreement. By signing the Agreement, a student agrees to support and abide by the policies, rules, and disciplinary procedures governing a living and learning community.

BB. Windows and Window Screens. Students shall not tamper with windows or window screens at any time. Students are not permitted to drop, pour, throw, or hang any object from a window. Nothing may be affixed, attached to, or hung over any part of the outside of the student residence facility or hung on an outward facing window. Only University-issued blinds and window coverings may be attached to windows.

CC. Roofs and Ledges. Roofs and ledges of student residence facilities are strictly off limits. Gaining unauthorized access to a roof or ledge is prohibited.

XIII. Guidelines and Procedures for Housing Conduct Violations

Students who engage in prohibited conduct as specified in Section XII may be subject to the disciplinary processes of Housing and Residential Life, as well as other University disciplinary processes through the Office of Student 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.

* For purposes of this policy, the terms "sex" or "gender" will have the meaning mandated by applicable state and federal law. Pursuant to Tenn. Code Ann. § 4-1-433(b), unless prohibited by federal law, a natural person's sex or gender is defined as the immutable characteristics of the person's reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth.

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.

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 without regard to any applicable category or status protected under state or federal law and as set forth in Policy 25 Equal Opportunity and Nondiscrimination, 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, Motorcycles, and Electric Scooters. Parking or storing bicycles, mopeds, motorcycles, electric scooters, or similar devices, is not permitted in hallways, stairways, outside walkways, fire escapes, or lobbies of student residence facilities. Bicycles and electric scooters 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 and electric scooters may not be kept in public areas (i.e. hallways, lounges, stairwells, etc.).

C. Business or Commercial Use. Student residence facilities may not be used for any business or commercial purpose. The facilities are to be used for residential purposes only.

D. Computer and Network Acceptable Use. Policy 910 Information Technology Resources is intended to prevent abuses of equipment and services, and to ensure that the use of computers and networks honors the public trust and supports the University's mission to educate students, conduct research, and provide public service. Using MTSU and

state resources for unauthorized copying and/or distribution of copyright-protected information, music, video, and software is prohibited.

E. Construction. No construction of any kind is allowed without prior written consent of the University.

F. Data Service. All student residence facilities have direct data network access via Ethernet jack and wireless. All residents using the MTSU data network must adhere to all provisions of Policy 910 Information Technology Resources.

1. Wireless routers are not permitted.

2. Servers of any type are not allowed in student residence facilities. This includes but is not limited to Web, FTP, telnet, game, peer-to- peer, and file servers. Servers discovered in operation are subject to disconnection.

3. Distributing copyrighted material without permission is not permitted and may result in suspension of network access as well as other sanctions.

4. Internet Protocol (IP) addresses are centrally assigned and may not be changed. To receive this address and other necessary configuration information, the network card must be set to obtain address information automatically via Dynamic Host Configuration Protocol (DHCP). Computers attempting to circumvent this registration and assignment process are subject to disconnection.

G. Disturbances or Nuisances. No student resident shall permit or create a nuisance or disturb any other residents of the facility. Students shall not conduct or permit activities in their student residence facilities that would, in any manner, create disturbances or cause disruption to other residents.

H. Drugs. The unlawful use and/or possession of drugs and/or drug paraphernalia is prohibited on the University campus and in all student residence facilities. Students found in violation of drug or drug-related policies may be removed from the student residence facility and be responsible for paying out the academic year Agreement in full. Any reasonable suspicion of drug use or possession, including odor of burnt or raw marijuana, physical characteristics of impairment, and/or possession of any paraphernalia that can be used for drug consumption, will lead to an investigation and possible violation of this rule.

I. Electrical Kitchen Appliances. Appliances with open heating elements or air fryers may not be operated in student residence facilities except that apartment residents are permitted to have toasters, toaster ovens and coffee pots in their kitchen.

J. Failure to Comply with Sanctions. Failure to fully comply with disciplinary sanctions imposed subsequent to the process set forth in Section XIV.

K. Failure to Cooperate with Institutional Officials. Any act of insubordination or failure to cooperate with University officials, including all levels of Housing and Residential Life staff acting in the performance of their duties, is grounds for the immediate termination of the Agreement.

L. Fire Hazards. Students shall permit no combustible material to be kept in an assigned living space or on the premises and shall take every precaution to prevent fires. Fire escapes shall be kept clear of all items and shall be used in case of emergency only. Students will not store or lock anything on or immediately adjacent (within two [2] feet) to electrical meters or conduits from these meters leading into student residence facilities.

M. Fire Safety. The sounding of false fire alarms and tampering with firefighting or safety equipment, including extinguishers, hoses, EXIT signs, and the alarm system is prohibited. Residents are responsible for safely evacuating the building immediately upon the sounding of the alarm or as otherwise directed by student residence facility staff. Students failing to appropriately evacuate the building may be subject to disciplinary action.

N. Firearms, Explosives, Fireworks, and Inflammables. The possession or use of firearms, slingshots, paint ball guns, super-soakers, explosives, fireworks, inflammable fluids, dangerous chemical mixtures, pellet guns, B.B. guns, propelled missiles, or ammunition (which includes but is not limited to bullets, paint balls, pellets, and B.B.s) is prohibited.

O. Heating. Students shall not use any appliances for heating except those provided with prior written consent of the University.

P. Illegal activities. Illegal activities of any kind within student residence facilities are prohibited.

Q. Keys. Keys to assigned living spaces are the property of the University, and a student may not have duplicate keys made.

R. Noise and Quiet Hours. The primary aim of Housing and Residential Life is to maintain an atmosphere conducive to the pursuit of residents' academic goals and to provide an opportunity for uninterrupted study and rest. Courtesy hours are in effect twenty-four (24) hours a day. Unnecessary noise, from whatever the source, must be discontinued upon request. Quiet hours are in effect from 9:00 p.m. until 9:00 a.m. every day. Strict quiet hours will be in effect twenty-four (24) hours a day beginning one (1) day prior to the start of final exams and will continue through the end of the exam period.

S. Pets. No pets of any kind are allowed in the student residence facilities, with the exception of fish contained in one aquarium no larger than ten (10) gallons. This does not exclude accommodations required pursuant to federal and/or state law.

T. Maintenance of Premises. Students shall maintain the premises, including their yards, in a neat and orderly condition. No refuse, loose paper, cans, bottles, etc., shall be permitted to accumulate outside or underneath assigned living spaces.

U. Prohibited Items. The following is a non-exhaustive list of items which are prohibited in student residence facilities: water-filled furniture, personal air conditioners, unauthorized refrigerators, freezers, air fryers, pianos, exterior aerials or antennas, heavy electrical appliances such as laundry and dishwashing machines, personal stoves, extension cords, multiple-outlet plug adapters, halogen lamps, candles, incense, firearms, explosives, fireworks, flammable fluids, slingshots, paint ball guns, super-soakers, dangerous chemical mixtures, pellet guns, B.B. guns, ammunition (which includes but is not limited to bullets, paint balls, pellets, and B.B.s) propelled missiles, alcoholic beverages, and illegal drugs or paraphernalia. Additionally, all residents must adhere to all provisions of Policy 770 Fire Safety in On-Campus Student Residential Housing.

V. Security Doors. At no time may security doors be propped open.

W. Smoking. Pursuant to Policy 750 Tobacco-Free Campus, smoking (including vaporizers, hookahs, e-cigs, etc.) is prohibited on the University campus and within student residence facilities. Students wishing to use tobacco products must do so in the privacy of a personal vehicle. Tobacco products can only be stored in a private vehicle.

X. Soliciting Sales. Soliciting, canvassing, or the use of student residence facilities as a location for selling is prohibited unless written permission is granted by the Dean of Students. Since solicitors or other salespersons are not allowed access to the premises except with permission from the University, students are requested to notify the front desk of violations of this rule.

Y. Violation of General Policies. Any violation of the general policies or procedures of the University as published in an official institutional publication or on the institutional website, including the intentional failure to perform any required action or the intentional performance of any prohibited action.

Z. Violation of State or Federal Laws. Any violation of state or federal laws or regulations proscribing conduct or establishing offenses, which laws and regulations are incorporated herein by reference.

AA. Violation of the Terms of the Student Housing License Agreement. By signing the Agreement, a student agrees to support and abide by the policies, rules, and disciplinary procedures governing a living and learning community.

BB. Windows and Window Screens. Students shall not tamper with windows or window screens at any time. Students are not permitted to drop, pour, throw, or hang any object from a window. Nothing may be affixed, attached to, or hung over any part of the outside of the student residence facility or hung on an outward facing window. Only University-issued blinds and window coverings may be attached to windows.

CC. Roofs and Ledges. Roofs and ledges of student residence facilities are strictly off limits. Gaining unauthorized access to a roof or ledge is prohibited.

XIII. Guidelines and Procedures for Housing Conduct Violations

Students who engage in prohibited conduct as specified in Section XII may be subject to the disciplinary processes of Housing and Residential Life, as well as other University disciplinary processes through the Office of Student 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.

* For purposes of this policy, the terms “sex” or “gender” will have the meaning mandated by applicable state and federal law. Pursuant to Tenn. Code Ann. § 4-1-433(b), unless prohibited by federal law, a natural person's sex or gender is defined as the immutable characteristics of the person's reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth.

Forms: none.

Revisions: June 5, 2017 (original); September 14, 2021; March 18, 2025; July 2025; March 2025; April 2026.

Last Reviewed: September 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.

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File Date: _____

Notice of Rulemaking Hearing

Hearings will be conducted in the manner prescribed by the Uniform Administrative Procedures Act, T.C.A. § 4-5-204. For questions and copies of the notice, contact the person listed below.

Agency/Board/Commission:	Middle Tennessee State University
Division:	
Contact Person:	James Floyd, Vice President for Legal Affairs
Address:	1301 E. Main Street, CAB 209, Murfreesboro, TN 37132
Phone:	615-898-2025
Email:	James.Floyd@mtsu.edu

Any Individuals with disabilities who wish to participate in these proceedings (to review these filings) and may require aid to facilitate such participation should contact the following at least 10 days prior to the hearing:

ADA Contact:	Lance Alexis, Director of ADA Compliance
Address:	1301 E. Main Street, CAB 106, Murfreesboro, TN 37132
Phone:	615-898-2185
Email:	Lance.Alexis@mtsu.edu

Hearing Location(s) (for additional locations, copy and paste table)

Address 1:	Miller Education Center, MEC Meeting Room		
Address 2:	503 E. Bell Street		
City:	Murfreesboro		
Zip:	37130		
Hearing Date:	December 2, 2026		
Hearing Time:	1:00 pm CST		

Additional Hearing Information:

Revision Type (check all that apply):
X Amendment
___ New
___ Repeal

Rule(s) (**ALL** chapters and rules contained in filing must be listed. If needed, copy and paste additional tables to accommodate more than one chapter. Please enter only **ONE** Rule Number/Rule Title per row.)

Chapter Number	**Chapter Title**
0240-07-07	Residential Life and Housing
Rule Number	**Rule Title**
0240-07-07-.02	Definitions

0240-07-07-.03	Eligibility
0240-07-07-.05	Termination, Cancellation, and Refunds
0240-07-07-.06	Conduct and Right to Enter

Rules
of
Middle Tennessee State University, Murfreesboro
Chapter 0240-07-07
Residential Life and Housing

Amendment

Rule 0240-07-07-.02 Definitions is amended by deleting section (4) and renumbering the subsequent sections so that as amended the revised rule shall read:

0240-07-07-.02 Definitions

(1) Assigned Living Space. The personal dwelling unit of a student and/or occupant residing within a student residence facility.

(2) Guest(s). Any person invited by a student resident, occupant, or the University to visit in a student residence facility.

(3) 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 such student residence facility/ unit.

(4) Premises. Any student residence facility owned or operated by the University to provide housing accommodations for student residents.

(5)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.

(6) Semester Fee. The payment required to occupy an assigned living space within a student residence facility for a specified term.

(7) Student(s). For purposes of this rule, any individual officially enrolled and residing on premises in an assigned living space who is a signatory to the housing license agreement. The student may be referred to as resident(s).

Authority: T.C.A. §§ 49-8-101(a)(2)(A); 49-8-203(a)(1)(D).

Rule 0240-07-07-.03 Eligibility is amended by deleting section (3), renumbering the subsequent sections, and revising the renumbered sections (3) and (4), so that as amended the revised rule shall read:

0240-07-07-.03 Eligibility

(1) Student residents residing in assigned living space must be full-time students officially admitted and enrolled at the University for the Fall or Spring semester.

(2) 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.

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

(4) All students shall have an equal opportunity to reside in student residence facilities regardless of race, gender, marital status, creed, color, national origin, or disability. Pursuant to Tenn. Code Ann. § 4-1-433(b), unless prohibited by federal law, a natural person's sex or gender is defined as the immutable characteristics of the person's reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth.

(5) No person who is registered, or required to register, as a sex offender will be eligible to reside in University residence halls.

(6) All students who reside in student residence facilities must provide proof of adequate immunization against meningococcal disease after their 16th birthday and within the last five (5) years as required by state law unless they have a valid exemption.

(7) Students who fail to provide proof of adequate immunization will not be allowed to reside in student residence facilities unless they have a valid exemption.

Authority: T.C.A. §§ 49-8-101(a)(2)(A); 49-8-203(a)(1)(D); 49-7-124; 49-7-162; 4-1-433(b) and (c).

Rule 0240-07-07-.05 Termination, Cancellation, and Refunds is amended by deleting subsection (1)(g) so that as amended the revised rule shall read:

0240-07-07-.05 Termination, Cancellation, and Refunds

(1) The University may terminate any Housing License Agreement in the event of any of the following nonexclusive reasons:

(a) Disciplinary action or violation of University rule;

(b) Withdrawal from the University by the student resident;

(c) Failure to maintain eligible student status by the student resident;

(d) Violation of any term of the Housing License Agreement by the student resident and/or occupant;

(e) Violation of any applicable law or University rule, policy or procedure by the student resident and/or occupant; and

(f) Occurrence of force majeure events, 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.

(2) Student residents may terminate their Housing License Agreement in accordance with the contract provisions.

(3) Student residents whose Housing License Agreement is subject to termination will receive notice in writing of the reasons for termination and be given an opportunity to respond prior to termination.

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

(5) All refunds and prorated billing will be made consistent with University rules, policies or procedures related to refunds of student fees.

Authority: T.C.A. §§ 49-8-101(a)(2)(A); 49-8-203(a)(1)(D).

Rule 0240-07-07-.06 Conduct and Right to Enter is amended by revising section (2) so that as amended the revised rule shall read:

0240-07-07-.06 Conduct and Right to Enter

(1) In addition to the terms of the Housing License Agreement, student residents must also comply with all University published rules including the Code of Student Conduct. Violations of the contract and the Code of Student Conduct may result in termination of the Housing Contract.

(2) Student residents are responsible for the conduct of their guests. It is the responsibility of the student resident to ensure that the guests understand and abide by all Housing and University rules and regulations. If a guest is involved in any violations of University or Housing rules and/or regulations, the hosting student resident, as well as the guest may be subject to disciplinary action, including termination of the Housing License Agreement.

(3) The University reserves the right to enter any assigned living space at all reasonable times to inspect for maintenance, health, safety or emergency purposes. Inspections may be authorized anytime there is reasonable cause to believe that there is a health or safety concern or in accordance with federal and/ or state law.

Authority: T.C.A. §§ 49-8-101(a)(2)(A); 49-8-203(a)(1)(D).

I certify that the information included in this filing is an accurate and complete representation of the intent and scope of rulemaking proposed by the agency.

Date: September 24, 2026

Signature: James C Floyd

Name of Officer: James Floyd

Title of Officer: Vice President for Legal Affairs

Department of State Use Only

Filed with the Department of State on: _____

_____
Tre Hargett
Secretary of State

Rules
of
Middle Tennessee State University, Murfreesboro
Chapter 0240-07-07
Residential Life and Housing

Amendment

Rule 0240-07-07-.02 Definitions is amended by deleting section (4) and renumbering the subsequent sections so that as amended the revised rule shall read:

0240-07-07-.02 Definitions

(1) Assigned Living Space. The personal dwelling unit of a student and/or occupant residing within a student residence facility.

(2) Guest(s). Any person invited by a student resident, occupant, or the University to visit in a student residence facility.

(3) 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 such student residence facility/ unit.

~~(4) Occupant(s). Legal spouse or child residing with a student resident in an assigned living space. Occupant(s) may be referred to as resident(s).~~

(5~~4~~) Premises. Any student residence facility owned or operated by the University to provide housing accommodations for student residents.

(6~~5~~) 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.

(7~~6~~) Semester Fee. The payment required to occupy an assigned living space within a student residence facility for a specified term.

(8~~7~~) Student(s). For purposes of this rule, any individual officially enrolled and residing on premises in an assigned living space who is a signatory to the housing license agreement. The student may be referred to as resident(s).

Authority: T.C.A. §§ 49-8-101(a)(2)(A); ~~T.C.A. §~~ 49-8-203(a)(1)(D).

Rule 0240-07-07-.03 Eligibility is amended by deleting section (3), renumbering the subsequent sections, and revising the renumbered sections (3) and (4), so that as amended the revised rule shall read:

0240-07-07-.03 Eligibility

(1) Student residents residing in assigned living space must be full-time students officially admitted and enrolled at the University for the Fall or Spring semester.

(2) 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.

~~(3) Occupant residents residing in assigned living space must be the legal spouse or child of a student resident.~~

(4~~3~~) Summer housing is available to MTSU students enrolled in summer courses~~, and occupants residing with said students, provided such students are enrolled in the summer session for which they plan to reside in a student residence facility.~~

(~~5~~4) All students shall have an equal opportunity to reside in student residence facilities regardless of race, gender, marital status, creed, color, national origin, or disability. Pursuant to Tenn. Code Ann. § 4-1-433(b), unless prohibited by federal law, a natural person's sex or gender is defined as the immutable characteristics of the person's reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth.

(~~5~~6) No person who is registered, or required to register, as a sex offender will be eligible to reside in University residence halls.

(~~6~~7) ~~-~~All students who reside in student residence facilities must provide proof of adequate immunization against meningococcal disease after their 16th birthday and within the last five (5) years as required by state law unless they have a valid exemption.

(~~7~~8) ~~-~~Students who fail to provide proof of adequate immunization will not be allowed to reside in student residence facilities unless they have a valid exemption.

Authority: T.C.A. §§ 49-8-101(a)(2)(A); ~~T.C.A. § 4~~9-8-203(a)(1)(D); ~~T.C.A. §~~ 49-7-124; ~~T.C.A. § 4~~9-7-162; ~~T.C.A.~~ 4-1-433(b) and (c).

Rule 0240-07-07-.05 Termination, Cancellation, and Refunds is amended by deleting subsection (1)(g) so that as amended the revised rule shall read:

0240-07-07-.05 Termination, Cancellation, and Refunds

(1) The University may terminate any Housing License Agreement in the event of any of the following nonexclusive reasons:

(a) Disciplinary action or violation of University rule;

(b) Withdrawal from the University by the student resident;

(c) Failure to maintain eligible student status by the student resident;

(d) Violation of any term of the Housing License Agreement by the student resident and/or occupant;

(e) Violation of any applicable law or University rule, policy or procedure by the student resident and/or occupant; and

(f) Occurrence of force majeure events, 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.~~;~~

~~(g) Change in marital or familial status by the student resident.~~

(2) Student residents may terminate their Housing License Agreement in accordance with the contract provisions.

(3) Student residents whose Housing License Agreement is subject to termination will receive notice in writing of the reasons for termination and be given an opportunity to respond prior to termination.

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

(5) All refunds and prorated billing will be made consistent with University rules, policies or procedures related to refunds of student fees.

Authority: T.C.A. §§ 49-8-101(a)(2)(A); ~~T.C.A. §~~ 49-8-203(a)(1)(D).

Rule 0240-07-07-.06 Conduct and Right to Enter is amended by revising section (2) so that as amended the revised rule shall read:

0240-07-07-.06 Conduct and Right to Enter

(1) In addition to the terms of the Housing License Agreement, student residents must also comply with all University published rules including the Code of Student Conduct. Violations of the contract and the Code of Student Conduct may result in termination of the Housing Contract.

(2) Student residents are responsible for the conduct of their guests ~~and any occupants residing in the assigned living space~~. It is the responsibility of the student resident to ensure that the guests ~~and occupants~~ understand and abide by all Housing and University rules and regulations. If a guest ~~or occupant~~ is involved in any violations of University or Housing rules and/or regulations, the hosting student resident, as well as the guest ~~or occupant~~ may be subject to disciplinary action, including termination of the Housing License Agreement.

(3) The University reserves the right to enter any assigned living space at all reasonable times to inspect for maintenance, health, safety or emergency purposes. Inspections may be authorized anytime there is reasonable cause to believe that there is a health or safety concern or in accordance with federal and/ or state law.

Authority: T.C.A. §§ 49-8-101(a)(2)(A); ~~T.C.A. §~~ 49-8-203(a)(1)(D).

Middle Tennessee State University
Board of Trustees

Academic Affairs, Student Life, and Athletics Committee

Information Item

DATE: November 10, 2026

SUBJECT: **Rule Promulgation**
Student Conduct

PRESENTER: Danny Kelley
Assistant Vice President for Student Affairs

BACKGROUND INFORMATION:

The revision to Rule 0240-07-05 Student Conduct modifies the interim involuntary withdrawal or suspension provision to allow the sanction for violation of any contact restriction (University no contact directive or order of protection). A rulemaking hearing is scheduled for the Board of Trustees meeting on December 2, 2026.

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Sequence Number: _____
Notice ID(s): _____
File Date: _____

Notice of Rulemaking Hearing

Hearings will be conducted in the manner prescribed by the Uniform Administrative Procedures Act, T.C.A. § 4-5-204. For questions and copies of the notice, contact the person listed below.

Agency/Board/Commission:	Middle Tennessee State University
Division:	
Contact Person:	James Floyd, Vice President for Legal Affairs
Address:	1301 E. Main Street, CAB 209, Murfreesboro, TN 37132
Phone:	615-898-2025
Email:	James.Floyd@mtsu.edu

Any Individuals with disabilities who wish to participate in these proceedings (to review these filings) and may require aid to facilitate such participation should contact the following at least 10 days prior to the hearing:

ADA Contact:	Lance Alexis, Director of ADA Compliance
Address:	1301 E. Main Street, CAB 106, Murfreesboro, TN 37132
Phone:	615-898-2185
Email:	Lance.Alexis@mtsu.edu

Hearing Location(s) (for additional locations, copy and paste table)

Address 1:	Miller Education Center, MEC Meeting Room		
Address 2:	503 E. Bell Street		
City:	Murfreesboro		
Zip:	37130		
Hearing Date:	December 2, 2026		
Hearing Time:	1:00 pm CDT		

Additional Hearing Information:

Revision Type (check all that apply):
X Amendment
___ New
___ Repeal

Rule(s) (**ALL** chapters and rules contained in filing must be listed. If needed, copy and paste additional tables to accommodate more than one chapter. Please enter only **ONE** Rule Number/Rule Title per row.)

Chapter Number	**Chapter Title**
0240-07-05	Student Conduct
Rule Number	**Rule Title**
0240-07-05-.06	Disciplinary Sanctions

Rules of
Middle Tennessee State University

Chapter 0240-07-05
Student Conduct

Amendment

0240-07-05-.06 Disciplinary Sanctions is amended by modifying subparagraph (3)(o) so that, as amended, the revised paragraphs shall read:

0240-07-05-.06 Disciplinary Sanctions.

(1) A disciplinary sanction is a consequence for being found in violation of University rules. The following disciplinary sanctions are applicable to both students and student organizations. Upon a determination that a student or student organization has violated these rules, disciplinary sanctions may be imposed, either singly or in combination, by the appropriate University Official.

(2) Pursuant to T.C.A. § 49-7-146, the University will notify the parent/guardian of students under the age of twenty-one (21) who have been found responsible for alcohol and/or drug-related violations. In addition, the parent/guardian may be contacted in any instance in which the safety of the student has been threatened either through the student's own behavior or the behavior of others.

(3) Definition of Sanctions:

(a) Restitution. Restitution may be required in situations which involve destruction, damage, loss of property, or unreimbursed medical expenses resulting from physical injury. When restitution is required, the student or student organization is obligated to compensate a party or parties for a loss suffered as a result of disciplinary violation(s). Any such payment in restitution shall be limited to actual cost of repair, replacement, labor, or financial loss.

(b) Reprimand. A written or verbal reprimand or notice may be given to any student or student organization whose conduct violates any part of this rule and provides notice that any further violation(s) may result in more serious consequences.

(c) Service to the University or Local Community. A student or student organization may be required to donate a specified number of service hours to the University or the local community. All community service hours must be approved by the Office of Student Conduct prior to a student or student organization beginning the service.

(d) Specified Educational/Counseling Program. A student or student organization may be required to participate in specified educational or counseling program(s) relevant to the offense, or to prepare a project or report concerning a relevant topic.

(e) Apology. A student or student organization may be given the opportunity, under certain circumstances, to voluntarily apologize to MTSU or its guests, another student or student organization, faculty or staff member, or any other affected party, either verbally or in writing, as an alternative or in addition to the imposition of other sanctions, for the behavior related to an offense.

(f) Restriction. A restriction upon a student's or student organization's privileges for a period of time may be imposed. This restriction may include, but not be limited to, denial of the ability to represent the University at any event, ability to participate in University travel, eligibility to hold office in a student organization, use of facilities, parking privileges, participation in extracurricular activities, and/or restriction of organizational privileges.

(g) Probation. Official notice that the continued enrollment of a student or recognition of a student organization on probation will be conditioned upon adherence to these rules. Any student or student organization placed on probation will be notified in writing of the terms and conditions of the probation. Any conduct in further violation of these rules while on probationary status or the failure to

comply with the terms and conditions of the probation may result in the imposition of more severe disciplinary sanctions, specifically suspension or expulsion.

(h) Housing Probation. Continued residence in campus or student housing may be conditioned upon adherence to these rules, as well as, University housing rules. Any student placed on housing probation will be notified in writing of the terms and length of the probation. Probation may include restrictions upon the activities of the student, including any other appropriate special condition(s). If a student incurs additional violations during the probationary period, the student may become a candidate for housing suspension.

(i) Involuntary Housing Reassignment. A student may be involuntarily moved to another housing assignment if necessary.

(j) Housing Suspension and Forfeiture. Removal from University housing for a specified period of time or permanently. A student suspended from housing may not reside, visit, or make any use whatsoever of a University housing facility or participate in any University housing activity during the period for which the sanction is in effect. A suspended student shall be required to forfeit housing fees (including any unused portion thereof and the Housing Pre-Payment). A suspended student must vacate the housing unit as directed by University staff. This sanction may be enforced with a University Police trespass restriction, if necessary.

(k) Suspension. Separation of a student or a student organization from the University for a specified period of time. This includes all instructional delivery methods (including, but not limited to, on ground, on-line, distance education, etc.). A suspended student organization will forfeit its recognition as a student organization for the duration of its suspension. Suspension may be accompanied by special conditions for readmission or recognition.

Any student or student organization receiving a sanction of suspension shall be restricted from the campus of MTSU during the period of separation unless on official business with the University verified in writing by the Dean of Students' office. A suspended student or organization (through its authorized representative) must submit a written request to be on campus to the Dean of Students a minimum of forty-eight (48) business hours in advance of the scheduled time of his/her business on campus. The request must specify the specific reason the student/organization seeks to be on campus and the location that the student/organization wishes to visit. The Dean of Students will issue a written decision regarding the request to be on campus, and the student/authorized representative of the organization is expected to carry that written decision with him/her during the time of the visit, if the request is approved. Students/organizations who have been suspended are not permitted to live or board in University facilities or housing unless otherwise approved or provided by the University. This sanction will be enforced with a University Police trespass restriction, if necessary.

(l) Expulsion. Permanent separation from the University. The imposition of this sanction is a permanent bar to the student's admission, or a student organization's recognition by the University.

A student or student organization that has been expelled may not enter University property or facilities without obtaining prior approval from the Dean of Students. Any student receiving a sanction of expulsion shall be permanently restricted from the campus of MTSU unless on official business with the University verified in writing by the Dean of Students. An expelled student or organization (through its authorized representative) must submit a written request to be on campus to the Dean of Students' office a minimum of forty-eight (48) business hours in advance of the scheduled time of his/her business on campus. The request must specify the specific reason the student/organization seeks to be on campus and the location that the student/organization wishes to visit. The Dean of Students will issue a written decision regarding the request to be on campus, and the student/authorized representative of the organization is expected to carry that written decision with him/her during the time of the visit, if the request is approved. Students/organizations who have been expelled are not permitted to live or board in University facilities or housing unless otherwise approved or provided by the University. This sanction will be enforced with a University Police trespass restriction, if necessary.

(m) Revocation of Admission, Degree, or Credential. Under circumstances deemed appropriate, an offer of admission, a degree or a credential awarded may be revoked or rescinded.

(n) Other Sanctions. Additional or alternate sanctions may be created and designed as deemed appropriate to the offense and the student's or student organization's need for education, growth, and reform.

(o) Interim Involuntary Withdrawal or Suspension. As a general rule, the status of a student or student organization accused of a violation of these rules should not be altered until a final determination has been made in regard to the charges. However, interim involuntary withdrawal or suspension, pending the completion of disciplinary procedures, may be imposed upon a finding by the appropriate University Official that the conduct or attempted conduct of the student or student organization poses a direct threat to the safety of any other member of the University, its guests, or property; or, if the behavior is materially and substantially disruptive of the University's learning environment or other campus activities. Violation of an interim or final contact restriction (such as a no contact directive or order of protection) may result in temporary discipline up to and including an interim involuntary withdrawal or suspension being imposed on the violating student or student organization. In any case of interim involuntary withdrawal or suspension, the student or student organization, shall be given an opportunity at the time of the decision, or as soon thereafter as reasonably possible, to contest the interim involuntary withdrawal or suspension in an interim involuntary withdrawal/suspension hearing. During an interim involuntary withdrawal or suspension, the student or student organization shall be denied access to residence halls, campus (including all classes), and/or all other University activities or privileges for which the student or student organization might otherwise be eligible, as the Dean of Students or designee may determine to be appropriate. A preliminary hearing will be held by a designee of the Dean of Students in consultation with appropriate University Officials and the Vice President for Student Affairs, within five (5) business days of the interim involuntary withdrawal or suspension to determine if the interim involuntary withdrawal or suspension should continue until a formal hearing of the charges by a University adjudicating body can be held. During this preliminary hearing, the student or student organization will be given notice of the allegations supporting the imposition of interim involuntary withdrawal or suspension and a summary of the evidence that supports the allegations. The student or student organization will be afforded an opportunity to respond to the allegations. If the interim involuntary withdrawal or suspension is upheld, the formal hearing concerning withdrawal, suspension, or expulsion shall be held as soon as practical. Conditions may be placed on a student or student organization for his/her/its return to the University. The student or student organization may be required to provide documentation that he/she/it has taken steps to mitigate the previous behavior (e.g., including, but not limited to, having followed a treatment plan, submitted periodic reports, granted permission for the University to talk to the treating professional).

(p) Temporary Student Organization Cease and Desist. A temporary organizational cease and desist is instituted when the University has received information indicating that the continued activity of the student organization could (1) potentially put students or the community at risk; (2) cause irreparable harm to the University or student organization; (3) influence the integrity of an investigation; and/or (4) increase the student organization's or University's fault or liability. A temporary student organization cease and desist can be issued by the University alone or in conjunction with a national/regional organization cease and desist. The Office of Student Conduct will notify the parent office (i.e. Student Organizations and Service and/or Fraternity and Sorority Life) and the designated student representative that the student organization has been temporarily restricted from conducting business. During the time of the temporary cease and desist, the student organization will be prohibited from conducting organizational business including, but not limited to, organizational meetings, social activities, philanthropic activities, and representation of the University. The cease and desist duration will be determined on a case by case basis.

Authority: T.C.A. §§ 49-8-203(a)(1)(D); 49-8-101(a)(2)(A); 49-7-146.

I certify that the information included in this filing is an accurate and complete representation of the intent and scope of rulemaking proposed by the agency.

Date: September 21, 2026

Signature: James C Floyd

Name of Officer: James Floyd

Title of Officer: Vice President for Legal Affairs

Department of State Use Only

Filed with the Department of State on: _____

_____
Tre Hargett
Secretary of State

Rules of
Middle Tennessee State University

Chapter 0240-07-05
Student Conduct

Amendment

0240-07-05-.06 Disciplinary Sanctions is amended by modifying subparagraph (3)(o) so that, as amended, the revised paragraphs shall read:

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Authority: T.C.A. §§ 49-8-203(a)(1)(D); ~~T.C.A.~~ § 49-8-101(a)(2)(A); ~~T.C.A.~~ § 49-7-146.

Middle Tennessee State University
Board of Trustees

Academic Affairs, Student Life, and Athletics Committee

Information Item

DATE: November 10, 2026

SUBJECT: **Enrollment and Performance Metrics**

PRESENTER: Mark Byrnes
Provost

BACKGROUND INFORMATION:

The annual update of MTSU Performance Metrics, along with an analysis of enrollment and recruitment opportunities by Dr. Laurie Witherow, Vice Provost for Enrollment Management.