



# Lincoln Memorial University

## Railsplitter Community Standards Guide 2021-2022 Academic Year

This handbook is designed to serve as a guide to the rules, policies, and expectations of the University as related to Student Conduct and Residential Housing; therefore, it is not intended to establish a contract and the University reserves the right to amend, modify, or change regulations, policies, and financial charges stated in this guide throughout the year. In such a case, the University will make reasonable efforts to notify the University community, in a timely manner, of any changes in policies and regulations. Notification shall be made via MyLMU, the University website, or to University issued e-mail accounts as deemed appropriate.

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## Welcome to the Railsplitter Community

### Greetings from the LMU!

We are so glad you have chosen to join the Railsplitter family. As our namesake and legacy, President Lincoln, once said, ***"There are no accidents in my philosophy. Every effect must have its cause. The past is the cause of the present, and the present will be the cause of the future. All these are links in the endless chain stretching from the finite to the infinite."***

In Student Services, we aim to help you maximize the potential of your experience as a Railsplitter by adhering to this philosophy of President Lincoln. The desired “effect” for students is graduation and a career path, but along the journey to get there, Student Affairs helps you to have the best experience possible by creating and cultivating a thriving Railsplitter Community. In the Office of Enrollment & Student Affairs, we have the privilege and responsibility of being a part of the “cause.” You will play a vital role in ensuring that your LMU experience is full of learning, fun new experiences, growth, and relationships that will last a lifetime.

In the following pages, you will find helpful information that details our expectations for the Railsplitter Community. In order for our community to thrive, we must all own our part in fostering an atmosphere of respect: for each other, for our beautiful campus & facilities, and for our own personal health and safety. Take the time to familiarize yourself with the contents of this Community Standards Guide and let it serve as a guide to your LMU experience.

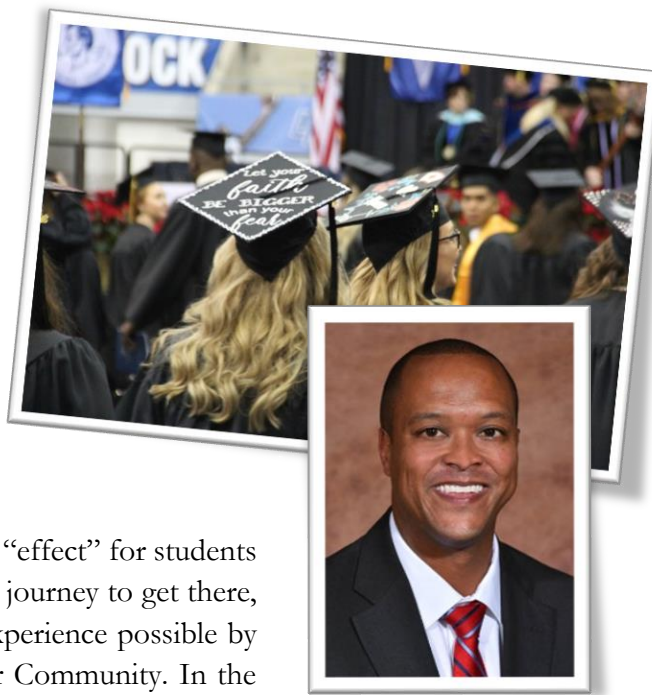
Welcome to the Railsplitter Community, and if you have any questions, please do not hesitate to reach out and ask. The Railsplitter Nation is more than just a close-knit community of students, faculty, & staff—we’re a family!

All the best,



Dr. Jody Goins

*Executive Vice President of Administration*



## Railsplitter Community Standards

The *Railsplitter Community Standards Guide* consists of the necessary information, policies, procedures, and guides to help students enrolled at Lincoln Memorial University (LMU) thrive as members of the Railsplitter Community. Regardless of student level (undergraduate, graduate, or professional) or residential/commuter status, the following guide will assist students in navigating the University system, provide them with University standards, guidelines, and procedures, and offer sample forms/document links where necessary. In conjunction with the appropriate Student Handbook, Academic Catalog, and perhaps program-specific handbook/catalog, this *Community Standards Guide* applies to all students enrolled at Lincoln Memorial University. For students who live in one of our residential facilities, additional guidelines and expectations are set forth to help students understand their rights and responsibilities as residential members of the Railsplitter Community.

The *Railsplitter Community Standards Guide* is meant to help foster the community value of respect. In doing so, it explains the rights and responsibilities intended to help support the learning and living environment at Lincoln Memorial University. Enrolled students are responsible for being aware of policies and procedures outlined within this guide and other University materials.

The Office of Administration is responsible for the *Railsplitter Community Standards Guide*. This document will be reviewed each academic year, and an updated version (including any necessary changes) will be made available to the entire LMU community. Policies, procedures, and practices may change at any time. If changes are made during the academic year, students will be informed of changes in writing via their official University email.

### Heritage

Lincoln Memorial University grew out of love and respect for Abraham Lincoln and today honors his name, values, and spirit. As the legend goes, in 1863, Lincoln suggested to General O. O. Howard, a Union Army officer, that the people of the Cumberland Gap region were loyal, and he hoped that when the war was done, their loyalty would be rewarded. In commemoration of Lincoln's birthday, the institution was chartered by the State of Tennessee on February 12, 1897, as Lincoln Memorial University. For more information, see [Heritage & Mission](#).

### Non-Discrimination Policy

In support of the Mission Statement and the principles on which it is based, Lincoln Memorial University is committed to equal opportunity for all students, staff, and faculty and to nondiscrimination in the recruitment, admission, and retention of students and the recruitment, hiring, promotion, and retention of faculty and staff.

Lincoln Memorial University reaffirms its commitment to personnel and educational policies that comply with the requirement applicable to equal opportunity/affirmative action laws, directives, executive orders, and regulations to the effect that no person at Lincoln Memorial University shall, on the basis of age, color, creed, disability, ethnic/national origin, gender, military status, pregnancy, race, religion,



sexual orientation, genetic information, or any other class protected by applicable law, be excluded from participating in, or be denied benefits of, any employment or educational opportunity.

All personnel and educational activities conducted by Lincoln Memorial University are subject to the equal opportunity, affirmative action, and nondiscrimination provisions of the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964, as amended by H.R. 1746; the Civil Rights Act of 1991; Title IX of the Educational Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended by U.S.C. Title 41, Chapter 60; the Age Discrimination Act of 1967, as amended in 1974 and 1982; Executive Order 11246 (1965), amended by Executive Order 11375 (1968); the Americans With Disabilities Act of 1990 (PL101-336), as amended, and Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1972, amended in 1974.

All members of the University community bear responsibility for compliance with the equal opportunity, affirmative action, and nondiscrimination policies disseminated through the current University publications, including, but not limited to the *Railsplitter Community Standards Guide*, the Lincoln Memorial University Catalog, other program catalogs, and handbooks, and the Lincoln Memorial University Faculty/Staff Policy Manual.

Compliance is monitored and reported annually through the offices of the Vice President for Academic Affairs, the Executive Vice President of Administration, and the Office of Human Resources.

### Student Rights and Responsibilities

Lincoln Memorial University is a comprehensive values-based learning community dedicated to providing quality educational experiences at the undergraduate, graduate, and professional levels.

Students who are voluntarily engaged in this community have a right to expect that this learning community will seek to balance rights and responsibilities in support of the values expressed in the University's mission and have a responsibility to conduct themselves in a manner consistent with these values.

- Students have a right to a learning environment, both academic and co-curricular, that is safe and well maintained, promotes a dedication to individual liberty, responsibility, and improvement, and that promotes civility in practice and discourse; where good citizenship and the intrinsic value of high moral and ethical standards are recognized and supported to promote a rigorous learning environment; that promotes and supports the belief in a personal God congruent with the mission and bylaws as approved by the board of trustees.
- Students have a right to relevant and timely information regarding one's financial, academic, and/or disciplinary files. Students are responsible for maintaining good standing in all such areas.
- Students have a right to services that enhance the learning environment and provide academic, emotional, and spiritual support as needed. Students have a responsibility for their role as a student and are in charge of their own thinking, feelings, and learning behaviors.
- Students have a right to and responsibility for involvement and active participation in both academic and co-curricular activities and learning opportunities that will promote their persistence in learning.

- Students have a right to a learning community that is supportive and focused on their academic, social, and spiritual wellbeing. Students have a responsibility for stewardship of their active involvement and participation in both the academic and co-curricular learning communities through service to others.
- Students have a right to proper notice and due process through the established student conduct procedures. Students have a responsibility to take an active role in their learning by recognizing that they are accountable for their academic success and for taking ownership of their actions and conduct as a student.
- Students have the right and responsibility to provide feedback to the university regarding services through university-sponsored surveys or other appropriate methods.

The policies and procedures of Lincoln Memorial University are intentionally designed to support these principles in practice.

## Section I: Respect for the Learning Community

### Campus Services

This section is intended to give Railsplitters an overview of the various offices, services, and resources available to them. The list is topical and alphabetical, and where possible, provides hyperlinks to key web pages. The goal is for all Railsplitters to be aware of the resources available to them and any expectations associated with being a member of the LMU learning community.

### Academics

#### Academic Catalog

Lincoln Memorial University publishes an Academic Catalog each academic year. The Academic Catalog outlines specific program requirements. The Academic Catalog outlines policies and procedures related to a student's academic pursuits. Students should refer to the Academic Catalog published the year the student began collegiate work towards earning their degree. Academic Catalogs are maintained on the LMU website <https://www.lmunet.edu/academics/catalogs.php>.

### Academic Policies & Procedures

#### Academic Integrity

The aim of the faculty of Lincoln Memorial University is to foster a spirit of complete honesty and a high standard of integrity. The attempt of any student to present work as his/her own that he/she has not honestly performed is regarded by the faculty and administration as a very serious offense and renders the offender liable to severe consequences and possible suspension.

#### Cheating

LMU prohibits dishonesty of any kind on examinations or written assignments. These include: unauthorized possession of examination questions, the use of unauthorized notes during an examination, obtaining information during an examination from another student, assisting others to cheat, altering grade records, or entering any campus office without permission. Violations will subject the student to disciplinary action.

#### Plagiarism

LMU prohibits offering the work of another as one's own without proper acknowledgment. Any student who fails to give credit for quotations or essentially identical material taken from books, magazines, encyclopedias, other reference works, or the themes, reports, or other writings of a fellow student has committed plagiarism.

Some departments or schools maintain additional rules regarding plagiarism, and students should become familiar with those policies.

## Academic Support Services

The [Office of Academic Support](#) offers a variety of services to the students of LMU. All students are assured access to academic support programs and services.

### Tagge Center for Academic Support

The Tagge Center for [Academic Support](#) provides a variety of free assistance to meet the academic needs of all students. These services include peer tutoring; coaching on notetaking, time-management, study skills assistance, and writing; training in test preparation and test-taking; test review sessions; and computer and printing availability. Students should call 423.869.6310 or visit the Tagge Center for Academic Support to receive assistance or schedule an appointment. The Tagge Center for Academic Support is located on the first floor of the Harold M. Finley Learning Resources Center.

### Student Support Services Program

The Student Support Services Program is a federally funded program to assist students needing additional academic preparation or having academic difficulty. The program offers services in the areas of academic and financial advisement, career planning, personal growth, tutoring, and mentoring. Following federal guidelines, students interested in participating in the Student Support Services Program must apply for acceptance. Students who are accepted to the program may utilize all services free of charge. Applications are available through Student Support Services located in the Harold M. Finley Learning Resources Center of the Library.

### Academic Advisement

Students bear ultimate responsibility for effective planning, progression, and completion of all requirements for the chosen degree. However, good academic advisement may make the difference between just going to college and obtaining a sound, well-rounded education. Therefore, each student is assigned an academic advisor. Students should take full advantage of the knowledge, counsel, and personal concern available from academic advisors. If a student has any questions about advising or who their advisor is, they can make an appointment at the Office of Academic Support in the library for assistance.

### Accessible Education Services (Formerly Disability Services)

LMU does not discriminate for purposes of admission to LMU or access to LMU's facilities, programs, and services on the basis of disability. LMU is committed to providing accessible educational support services that enable students with disabilities to participate in, and benefit from, all University programs and activities. Every effort is made to reasonably accommodate the needs of a student with disabilities. As buildings on the LMU campuses are remodeled, care is taken to ensure that persons with disabilities have sufficient access to those buildings. In addition to longstanding accommodations, students who need temporary accommodation can also contact accessible services. Policies and procedures for requesting and being granted accommodations are outlined on the LMU website.

For more information about requesting an accommodation or LMU's policy on accessible education services, please visit <https://www.lmunet.edu/student-life/accessible-education-services.php>.

## Abraham Lincoln Library & Museum

Located at the main entrance of LMU, the Abraham Lincoln Library and Museum contains one of the most significant Civil War and Lincoln collections in the world. Groups are welcome and are asked to notify the museum in advance of their visit. Admission to the Lincoln Museum is free of charge to LMU students with their student ID.

Visit the museum website <https://www.lmunet.edu/abraham-lincoln-library-and-museum/index.php> for upcoming events and additional information.

## Animals on Campus

Animals are not permitted in any LMU facility or athletic field unless the animal is a service animal. Emotional Support Animals (ESAs) that have been approved by the Office of Student Conduct and Community Standards and registered with the Office of Residential Housing are only permitted in the room/suite of the student resident. For graduate students, pet-friendly housing is available in Mars & Lee.

See <https://www.lmunet.edu/housing-and-residence-life/esa-request-policy-information.php> for more information regarding the ESA policy and application.

## Athletics

LMU is a member of the NCAA Division II and sponsors twenty-four (24) intercollegiate varsity sports. Most "home" athletic events are free to LMU students. Students **must** show a valid ID card to be admitted. Conference games, tournament games, or matches may have an admission fee. "Away" games or matches have fees based on the host institution.

For more information about athletic offerings at LMU, please visit <http://www.lmurailsplitters.com/>.

## Bookstore

The LMU Bookstore, located in the Student Center, is maintained for the benefit and convenience of students. Students can purchase and rent new, used, or digital textbooks and other materials necessary for classes, various novelty items, and LMU apparel.

To shop online at the bookstore, please visit <https://lmu.bncollege.com/shop/lmu/home>.

## Career Services

The Office of Career Services provides students and alumni with career counseling, career exploration classes, interest and personality assessments, and other resources to help students choose a major and career. The office also helps students seeking employment to identify part-time jobs, internships, and other positions, while they pursue an education. Assistance is available for constructing a résumé or cover letter, interview preparations, job searches, and completing an application for graduate school.

For more information about Career Services, please visit <https://www.lmunet.edu/career-services/index.php>.

## Communication from the University

Any communication from the University that is mailed to the name and address on record is considered to have been properly delivered. The student's LMU email address will be used for all electronic mail.

## Counseling Services

People visit counseling services for many reasons. Some are dealing with a diagnosis of depression, anxiety, bipolar disorder, or post-traumatic stress disorder. Others do not have a mental health diagnosis but have found life is presenting more challenges than they feel they are equipped to handle. Counseling can provide a safe place to discuss the issues you are facing and help you find healthy ways to deal with them. Common reasons to come to a counselor include feelings of sadness that will not go away; feelings of homesickness that are interfering with your social life or school work; roommate issues; dating issues; overwhelming stress and/or anxiety; eating disorders; low self-esteem; parental issues; social anxiety; alcohol/drug-related issues; anger control.

Personal and confidential counseling is available free of charge to students through the Counseling Services Office. Referral to local counseling and assistance resources is available upon request by the student.

For more information about LMU counseling services or to schedule an appointment, please visit <https://www.lmunet.edu/counseling/index.php>.

## FERPA (Family Educational Rights and Privacy Act)

The University complies with the provisions of the Family Educational Rights and Privacy Act, 1974, as amended. This law maintains that the institution will provide for the confidentiality of student education records.

No one outside the institution shall have access to nor will LMU disclose any information from students' education records without the written consent of students, except to personnel within the institution, to officials of other institutions in which students seek to enroll, to persons or organizations providing students financial aid, to accrediting agencies carrying out their accreditation function, to persons in compliance with a judicial order, and to persons in an emergency in order to protect the health or safety of students or other persons. All these exceptions are permitted under the Act. To provide written consent for the disclosure of your education records, please complete the FERPA form available at <https://www.lmunet.edu/registrar/ferpa/forms.php>.

At its discretion, LMU may provide directory information in accordance with the provision of the Act to include: student name, address, telephone number, major field of study, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student, participation in officially recognized activities and sports, and weight and height of members of athletic teams. Enrolled students may withhold disclosure by writing to the attention of the Registrar.

Students may not inspect and review financial information submitted by their parents; confidential letters and recommendations associated with admissions, employment or job placement, or honors to which they have waived their rights of inspection and review; or education records containing information about more than one student, in which case LMU will permit access only to that part of the record which pertains to the inquiring student.

Lincoln Memorial University maintains a list of all persons, except other LMU officials, who have received a copy of the student's education record. A copy of the LMU institutional policy on the release of education records is on file in the President's Office and the Registrar's Office.

## Financial Services

### Cost of Attendance

The costs associated with attending Lincoln Memorial University are updated annually. To view LMU's current Cost of Attendance, please visit:

<https://www.lmunet.edu/student-financial-services/documents/21-22/21-22%20UG%20COA.pdf>.

### Payment Plan

LMU allows undergraduate students to divide the cost of their education into manageable monthly payments, free of any periodic interest charge. The Semester/Bi-Semester Payment Plan provides for four, five, eight, nine, or ten monthly payments over the course of the semester(s). A fee of \$45.00 per semester/year is required to enroll in this payment plan.

### Student Financial Assistance

Lincoln Memorial University recognizes the challenge of constantly increasing educational costs and thus offers substantial student financial assistance. The University makes every effort to ensure that qualified students are not denied the opportunity to attend LMU due to limited financial resources.

The Student Financial Services staff is equipped to assist students in navigating the process of applying for and accepting financial aid.

For more information regarding Student Financial Services, please visit <https://www.lmunet.edu/student-financial-services/index.php>.

## Dining Services

### Chartwells

Chartwells serves as the exclusive food provider to LMU's campus community. For additional details, including hours of operations and dining resources, please visit <http://www.dineoncampus.com/lmu/>.

## Health Services

### LMU Student Health Center

All currently enrolled LMU students are eligible to use the medical services offered through LMU Student Health Center (SHC). The SHC is located on the 3rd floor of the Student Center, Suite 315. It is recommended that students call to schedule an appointment prior to being seen, but walk-in concerns can be addressed if the time permits. Staff includes a licensed practical nurse (LPN) and a family nurse practitioner (FNP).

There is no fee for students to visit with any acute concerns. Limited testing is offered in the health center, and labs can be sent out as deemed necessary. Students will not be charged for office visits. If lab work is deemed necessary, students are responsible for paying all associated lab fees. Insurance information will be obtained at the visit and submitted to the laboratory, but the student will be responsible for paying any charges not covered by insurance. The SHC staff will not collect payments or submit billing to any 3rd party providers or insurers.

Hours of health center operations are Monday through Friday 8:00 am-4:00 pm.

\*It is closed during the hours of 12:00 noon-1:00pm.

Call 423-869-6249 for any questions or to schedule an appointment.

### Local Hospitals

There are two hospitals in the immediate vicinity of the main campus in Harrogate. Claiborne County Hospital is located in Tazewell, Tennessee, at 1850 Old Knoxville Road. Appalachian Regional Hospital is located in Middlesboro, Kentucky, at 3600 W. Cumberland Avenue. Both hospitals have emergency-room service 24 hours a day, seven days a week. Hospital care is not included with tuition; therefore, students are required to pay all charges for services rendered. However, the hospitals will turn no one away for insufficient means of payment. Student Services Staff members will assist in arranging transportation as needed. Students are reminded that it is far more costly to receive care from doctors and health agencies outside regular working hours or at the emergency department.

### Acquired Immunodeficiency Syndrome (AIDS)

The following guidelines, recommended by the American College Health Association, are based on facts derived from the best currently available medical knowledge about Acquired Immunodeficiency Syndrome. The University reserves the right to revise this statement based on further advanced information on AIDS. Because LMU is an educational institution, its main response to AIDS will be educational in nature. The University will be responsible for disseminating the latest information on AIDS and AIDS prevention to the campus community. The University will strive to maintain the following guidelines; however, each situation will be evaluated on a case-by-case basis.

There is no medical justification for restricting the access of persons with AIDS, AIDS Related Complex (ARC), or a positive HIV antibody test to campus facilities or activities.



Most students, faculty, or staff who have AIDS, ARC, or a positive HIV antibody test will not have restricted access to facilities or activities.

The existence of AIDS, ARC, or a positive HIV antibody test will not be considered in the initial admission decision to the institution.

The existence of AIDS, ARC, or a positive HIV antibody test will not be part of the decision regarding residence hall assignment except in the following situation: Immune compromised students may require special (separate) housing accommodation for their own protection, and this will be provided when such housing is available and only with the permission and consent of the student involved. Although a good faith attempt will be made to provide such accommodations, the institution is under no obligation to create such an accommodation when one is not readily available.

Students, faculty, or staff are encouraged to inform campus authorities (i.e., students inform the Dean of Students; faculty/staff inform the Vice President for Academic Affairs and Provost) if they have AIDS, ARC, or a positive HIV antibody test so the University can meet the needs of the individual. All medical information will be handled and maintained by the University in a strictly confidential manner. Students enrolled in programs with clinical rotations are required to disclose their health status, including a diagnosis of AIDS, ARC, or a positive HIV antibody test.

No specific or detailed information concerning complaints or diagnosis will be provided to faculty, administrators, or parents, without the express written permission of the individual. No recording of AIDS-related information will be entered in University records without the individual's consent.

An effort will be made by the University to provide educational resources whereby the Lincoln Memorial University population at large may learn the facts about AIDS and AIDS prevention.

## Identification

A picture identification card ("ID") will be made during registration or in the lobby of DAR Hall for all students free of charge. A \$10.00 fee will be charged for replacing lost ID's. The card should be retained throughout the student's enrollment at LMU. It is the student's responsibility to maintain their LMU ID card. All registered students must visibly carry their LMU ID and surrender it if requested by a staff member of the institution (including Resident Assistants, Assistant Directors, and Security). Students who fail to present their ID to a university staff member may go through the conduct process. Valid LMU ID's may be used for identification, to check out library books, and to obtain admission to most campus activities and facilities. For example, the ID admits a student to the fitness center, pool, most athletic events, cultural events, the museum, computer facilities, intramural sports, etc. They are also useful as a form of identification in the surrounding community as well. ID cards are also used to redeem meals and flex dollars at the dining hall, Chick-Fil-A, and Campus Grounds.

*See Section 13- Identification for Code of Conduct policies related to identification.*

## Inclement Weather

If LMU's operating schedule is affected due to weather-related issues, students should refer to the website for specific procedures at <https://www.lmunet.edu/campus-police-and-security/weather-cancellation-policy.php>. The primary source of information regarding cancellation/delay of classes due to weather-related situations is the LMU website and MyLMU announcements.

Every effort will be made to have morning or daytime cancellation/delay notices posted by 6 a.m. and notices for evening classes (those beginning at 6 p.m. or later) posted by 4:30 p.m. For weather emergencies such as tornado warnings or closings due to disaster or lockdown situations, the LiveSafe alert system is used.

## International Programs

LMU offers a wide range of international programs for both faculty and students. From biological research and exchange projects in Costa Rica; medical mission trips to Haiti and the Dominican Republic; medical rotations in China and Australia; and study abroad and student exchange trips to Europe, the U.K., China and Japan, there are many opportunities for international study.

For more information regarding International Programs, please visit:

<https://www.lmunet.edu/international-programs/index.php>.

## Library

The Harold M. Finley Learning Resources Center houses the [Carnegie-Vincent Library](#), the Tagge Academic Support Center, the Reed Health Sciences Library, the Dr. Mabel D. Smith Music Library, two computer labs, a library instruction room, study rooms, the Murray Alumni Lounge, and the Brooks Reading Room. The facility is the academic hub of campus, with collections totaling more than 500,000 items, including traditional and electronic books, electronic journals, bound periodicals, software, and audiovisual materials. University Archives and Special Collections, as a part of the Carnegie-Vincent Library, are housed in the Learning Resource Center as well.

For more information about the Library, please visit <http://library.lmunet.edu/friendly.php?s=library>.

## Lincoln Ambassadors

Lincoln Ambassadors are upper-level students who serve as a student's guide through Welcome Weekend and into the first semester. Lincoln Ambassadors provide firsthand knowledge of what it means to be a Railsplitter. They will work closely with students in small groups and help facilitate the UACT 100 course.

Lincoln Ambassadors are selected during the spring semester. Lincoln Ambassador applications will be made available in the Fall preceding the selection semester. Applicants complete an application and are invited to interview for the position. Individuals who are offered and accept a position will complete training throughout the spring and summer semesters leading up to Welcome Weekend.

## Lost and Found

Lost personal items should be turned in or reported to the Security Dispatch Office located on the lower level of Tex Turner Arena. Students can call extension 6411 to inquire about lost items.

## Parking Services

Our Campus Police & Security staff regulates parking on campus. Parking is specified across campus, and students are expected to ensure they are within the parking parameters. Parking policies and procedures are outlined on the LMU website.

For more information: <https://www.lmunet.edu/campus-police-and-security/>.

## Post Office

Student mailboxes are assigned to residential students at the University Post Office throughout the semester (students must have their stamped pink registration form). The University Post Office and student mailboxes are located in the Student Center (just past the Fitness Center). Hours of operation, including the time that packages may be picked up, are posted at the University Post Office.

The University Post Office is only a collection and distribution point, but stamps may be purchased. The sending of packages by parcel post must be handled by the Harrogate Post Office, which is located just off campus (next to Hardees).

## Safety and Security

### Campus Police and Security

Campus Police and Security is recognized by the State of Tennessee as an independent police agency and is empowered to perform all duties required by law. Campus Police and Security provide police and security personnel for the entire campus in conjunction with LMU standards and policies and the State of Tennessee certification requirements. Campus Police and Security is administered and monitored by the Chief of Police and the Executive Vice President for Finance. LMU Police Officers are armed and possess authorization to arrest, restrain, or take into custody a person for violation of federal law, state law, law of Claiborne County, or city ordinance. Campus Police and Security have an excellent working and incident-reporting relationship with local authorities, including direct radio and phone contact in the event of an emergency. At least one police officer and one security officer are on duty seven days per week, 24 hours per day, to secure campus facilities, protect and assist campus students, personnel, and visitors, and monitor traffic regulations.

Campus Police and Security is located on the lower level of Tex Turner Arena. All students, faculty, staff, and visitors are encouraged to report criminal activity and any other safety concerns. There are three options for reporting tips to LMU Campus Police & Security:

- LiveSafe App
- The Anonymous Tip Line at 423.869.7159 voicemail box
- Calling security at 423.869.6911.

Upon request, reports can be submitted through a voluntary, confidential reporting process.

In the event of an emergency or any other security need, call Campus Police and Security at 423.869.6911. Warnings, crime, emergencies, or weather-related incidents particular to the University community are coordinated through Campus Police and Security, the President's Office, and Student Affairs.

## Emergency Procedures

Signing up with LiveSafe will allow Lincoln Memorial University to notify you immediately in times of emergency. You may provide up to two phone numbers to a device capable of receiving text messages **AND** two email addresses.

Download the LiveSafe app today:

- Visit the [Google Play](#) or [App Store](#) and search for "LiveSafe."
- Download the app, register with your email, and fill out your profile.
- Search for and select "Lincoln Memorial University" as your school.

LMU has specific procedures outlined for various emergency situations. Students should familiarize themselves with these procedures. Please visit the LMU website to review each procedure <https://www.lmunet.edu/campus-police-and-security/>.

## Security Report

The University is responsible for providing information on crime statistics and security measures to prospective and matriculated students, parents of students, and employees. The report includes all reported instances of crime that are required, not just the convictions. The full report can be found on the Campus Police and Security website:

<https://www.lmunet.edu/campus-police-and-security/Annual%20Security%20%20and%20Fire%20Report%202018.pdf>.

## Student Life

Academics should be a primary focus of every student at LMU; however, the Division of Student Affairs is dedicated to providing opportunities for LMU students to develop outside the classroom. Research shows that employers are seeking "well-rounded" individuals to join their teams. Therefore, actively engaging in and out of the classroom should be a goal of each student at LMU. Each semester, the Office of Student Activities and Engagement sponsors programs, events, and activities to actively engage, strengthen, and challenge students during their time at LMU. These experiences allow students to get hands-on experiences through leadership development, social skills, networking, and simply enhancing your college experience.

## Clubs and Organizations

All student organizations must meet and maintain the following criteria in order to be recognized as an active club or organization:

- Register as a Student Organization through the Office of Student Activities and Engagement.
- Maintain a faculty or staff advisor.
- Participate in Student Government Association meetings by sending a club representative weekly.
- Submit a proposal and approval of campus activities and events through the Office of Student Activities and Engagement and cooperate with university policies and procedures during those activities and events.
- Contribution to and support of the philosophy and mission of LMU.

For more information regarding Student Clubs and Organizations, please refer to the *Student Organization Handbook* available through the LMU Student Activities [website](#).

## Campus Activities

The Office of Student Activities and Engagement offers a wide variety of events each month in which students can participate. From on-campus events like DIYs and Drive-In Movies, to virtual events like trivia and bingo, there are opportunities for every student to get involved. Each month the Student Life Calendar will be posted on the Student Activities website, showing all of the activities that are being offered. These activities can also be seen in the Railsplitter Weekly Newsletter that is delivered via email each week. Campus activities are planned and hosted by the Lincoln Activities Board in conjunction with the Director of Student Activities and Engagement.

## Cultural Events and Activities

A series of cultural events and social activities are planned for the entertainment and cultural enrichment of students and area residents. Theatrical productions and concerts are open to the public and are usually free to LMU students. Any student interested in participating in the planning of cultural events should contact the [Office of Diversity and Inclusion Engagement](#) for more information. Be sure to check the activities calendar for cultural events and other student activities.

## Event Calendars and Event Reminders

Semester calendars highlighting campus activities are published by the Office of Student Activities and Engagement. These calendars include both approved on-campus activities by LMU organizations and those activities sponsored by Student Affairs.

Monthly Event Calendars are made available online on MyLMU and placed on bulletin boards in the Student Center, Residence Halls, offices, and academic buildings around the campus. Students may also wish to be kept up to date on events taking place across campus. A weekly newsletter containing events is sent to all student every Sunday of the semester and events are posted on the @lmu\_studentlife Instagram page.

## Greek Life

LMU offers many ways for students to engage and become involved within the University community. Deciding to join a fraternity or a sorority can have a big impact on your college experience. Each Chapter has different characteristics, and one must determine if a specific chapter is the best fit. Recruitment for

both sororities and fraternities occurs at the start of the fall and spring semesters. Opportunities that students can gain through Greek Life include leadership opportunities, academic support, and professional networking. Currently, there are six active Greek chapters on campus:

- Kappa Pi Omega Sorority
- Zeta Tau Kappa Sorority
- Delta Theta Sigma Sorority
- Alpha Lambda Zeta Fraternity
- Gamma Lambda Sigma Fraternity
- Sigma Pi Beta Fraternity

## Campus Recreation and Intramural Sports

All students are invited to participate in campus recreation. The University offers a variety of intramural sports. For information regarding Intramural sports, students can contact the Director for Student Activities and Engagement. Intramural activities can be designed according to student interests. For more information regarding intramural sports, please visit <https://www.lmunet.edu/campus-recreation/index.php>.

## Student Government

The Student Government Association (SGA) strives to act as a voice for the LMU student body by promoting cooperation between the students and administration of Lincoln Memorial University in solving problems of general interest to the student body. Meetings are held on Monday evenings at 6:30 pm and are open to the campus community. For more information about Student Government, please contact the Director of Student Activities and Engagement.

## Student Publications

LMU funds all student media on campus. LMU does not practice advance censorship; however, it strives to establish and maintain professional standards appropriate for all student media. Advisors to campus media assist in the implementation of these standards but do not assume the role of editor or station manager. Student editors and managers are expected to uphold journalistic standards of fairness and balance and remain within the bounds of good taste and fair play. They are to consult their advisors on a regular basis.

Freedom of expression carries with it a responsibility to the LMU community and to the public. Student editors and managers must recognize that freedom of the press does not include a license to disseminate material that is indecent, grossly obscene, or offensive on matters of race, ethnicity, religion, gender, or sexual orientation.

## Technology

### Services Available through MyLMU

MyLMU is LMU's web portal for all students, faculty, and staff and offers a central location for all university information. Students should visit their MyLMU page frequently. Important functions include single sign-

on access to E-mail, University announcements, grades, registration, and Blackboard, LMU's learning management system. Students are issued one account, which gives them access to all resources that they will need during their tenure at LMU. To log into MyLMU, enter your username and password. The username is your firstname.lastname@lmunet.edu, or you may use the "Check your User ID" link from the MyLMU login page. It is your responsibility to ensure that all of your LMU passwords remain confidential. LMU does not accept responsibility for any password-related breach of security.

The following services are available through MyLMU:

### WebAdvisor:

You can register for classes, check grades, record address changes, check your financial aid and account balances, and make payments online. Logging into MyLMU gives you single sign-on access to WebAdvisor. Once in WebAdvisor, you can always return to MyLMU by clicking on the "Home" tab or on the "MyLMU" link.

Should you wish to specify your chosen name, preferred pronouns, or gender identity, you may do so by doing the following:

- 1) sign in to MyLMU
- 2) selecting WebAdvisor for Student,
- 3) select User Account
- 4) select My Profile
- 5) Fill in your preferred name, pronouns, and gender identity

### Blackboard:

Blackboard is the web-based learning management system used at LMU. Blackboard provides a mechanism for students to receive class resources, submit assignments, view individual class grades, communicate with their instructor, and more. When you click on the Blackboard link, you will be automatically logged into the system through MyLMU's single sign-on process.

### *Announcements, News, and Events:*

LMU announcements, news, and events will be posted in MyLMU on a regular basis. This will be the primary means of communicating important information on campus and replaces many of the email communications you have received in the past.

*My Team Sites:* Team Sites are web pages targeted for a specific group based on a department, official student organization, or an employee business function for collaboration and communication.

*My Week:* Displays your personal calendar. Click on the date to display details for that date. To enter new calendar items, click on your unread messages to access your "Outlook Web Access". Click on your calendar in folders to add or modify entries.

*My To Do:* A list of your personal tasks. Maintain tasks in the same manner as you maintain personal calendar entries. Click on your unread messages to access your Outlook Web Access. Choose the Tasks to access the Tasks list. Click an existing task to edit or choose "New" to add a task.

## University Email

Every student is issued an email account. Some faculty require the submission of homework assignments via email. LMU supports a web-based email client that can be accessed from any computer that has access to the Internet.

## University Internet – Residential Students

Internet access is available in all residence halls on campus. Students must bring their own computers to access the Internet from their residence halls. The LMU Network supports both Windows and Apple Mac-based computers. The IS Helpdesk is more familiar with Microsoft Windows environments but can offer basic help for Apple Mac computers as well. Wireless-N is available in all residence halls on the main campus, and wired ports are also available in most rooms. To access the LMU Network and the Internet from your room, your computer must have either a Wireless B, G, or N card. To access the student wireless network, connect your computer to the network named LMU\_OpenAccess and enter your LMU MyLMU account credentials when prompted. Students who wish to connect to the Internet will be required to keep their computers in compliance with IS policies, which will include installing a network access control (NAC) client on their local PC. This client is used by the University to assure that the student computer has updated virus protection, is running an authentic operating system, and has all the necessary security patches for that operating system installed. This client is a non-intrusive application that can easily be removed when the student disconnects from the University's network. Students will not be allowed to connect to the network without this application. If you have difficulty accessing the LMU Network or the Internet from your residence hall, contact IS for assistance by calling 423.869.7411.

## University Internet – Commuter Students

Wireless Internet access is accessible at several locations within the University network infrastructure. Students will be able to use their personal laptop computers and other wireless devices to access the WAP at the Library, in the student center, and in most academic and administrative buildings on the main campus, as well as most of the extended sites. Students should verify that their laptops or wireless devices can connect to Wireless B, G, or N networks to ensure their devices can access the network. To access the wireless network, choose the network named LMU\_OpenAccess from the network list and enter your LMU MyLMU username and password when prompted. Students who wish to connect to the Internet will be required to install a network access control (NAC) client. This client is used by the University to assure that the student computer has updated virus protection, is running an authentic operating system, and has all the necessary security patches for that operating system installed. This client is a non-intrusive application that can easily be removed when the student disconnects from the University's network. Students will not be allowed to connect to the network without this application.

## Network Data and Email Storage

Students are encouraged to use Microsoft OneDrive, which will have 100GB of storage they can access from any internet connected computer. While this is available for every student, we also encourage each student to save important files on a personal USB Drive.



## University Printing/Photocopying

Multifunction printing/photocopying units are strategically located in each of the buildings (including our extended campus sites). These units will be available for student use and are fee-based. Students will have an initial quota of 750 pages of printing per semester. Additional prints/copies can be purchased at the Library front desk in 100-page increments at a cost of \$10.00.

## Computer Repair – Personal Computers (Desktop or Laptop)

LMU does not provide repair services for personal computers. If your personal computer is not functional, contact the PC's manufacturer for assistance and further information.

## Office of Institutional Compliance/Title IX

### About Title IX

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and other applicable laws, Lincoln Memorial University does not discriminate in its admissions, programs, and activities on the basis of age, color, creed, disability, ethnic/national origin, sex, gender, military status, pregnancy, race, religion, sexual orientation, and genetic information.

The Office of Institutional Compliance oversees the University's compliance with federal law and handles all complaints of discrimination. The Title IX Coordinator is designated to oversee the University's compliance with Title IX and to coordinate the University's response to reports of sexual harassment. The Office of Institutional Compliance provides consultation, investigation, and disposition of complaints of alleged discrimination on the basis of sex, including sexual harassment, as defined by the LMU Sexual Harassment Policy and Grievance Procedure.

LMU's Sexual Harassment Policy and Grievance Process implementing Title IX regulations and guidance prohibiting discrimination on the basis of sex may be found at <https://www.lmunet.edu/office-of-institutional-compliance/title-ix-policy-and-procedure.php>.

For questions about Title IX or to make a report, contact:

Kelly Hawk, Title IX Coordinator/Institutional Compliance Officer

Grant-Lee 115, Duncan School of Law 249

[Kelly.Hawk@lmunet.edu](mailto:Kelly.Hawk@lmunet.edu) OR [TitleIX@lmunet.edu](mailto:TitleIX@lmunet.edu)

(423) 869 -6618

You may also use the online reporting form:

<https://www.lmunet.edu/office-of-institutional-compliance/report-an-incident.php>.

## Transportation

### Shuttle Service

Railsplitter shuttle service is available only when classes are in session. Times and routes are subject to change. This service is designed to transport faculty, staff, students, and visitors throughout the campus

and to help alleviate congestion at the campus core. The shuttle is accessible to those with physical disabilities. The shuttle makes weekly trips to Walmart in Middlesboro, Kentucky.

## Airport Transportation

Student Affairs will provide transportation to and from the airport at the end of each semester. Dates and times for airport transportation will be included in the monthly activity calendars and weekly newsletter. Traveling students will be asked to make their plans accordingly, as dates and times for shuttles are limited. Spaces are available on a first-come, first-served basis.

## University Publications

### Railsplitter Community Standards Guide

The Office of Administration produces the *Railsplitter Community Standards Guide*, which is available online to all students. The *Railsplitter Community Standards Guide* has consolidated the Student Handbook, Student Code of Conduct, and Residential Handbook into one comprehensive document that is subject to revision throughout the academic year. All LMU students are responsible for reading, understanding, and adhering to the current policies, rules, and regulations outlined in the *Railsplitter Community Standards Guide*.

### Student Athletic Handbook

The Athletic Director provides the Student Athletic Handbook to all LMU students participating in athletics at the University. The handbook contains information concerning the duties of the athletic staff, eligibility and academic standards, and rules and regulations. The Student Athletic Handbook may be accessed via the athletics [website](#).

### Undergraduate Academic Catalog

Academic Affairs produces the Undergraduate Student Catalog each year. [The Catalog](#) outlines program requirements and resources for degree-seeking undergraduate students to refer to throughout their tenure at Lincoln Memorial University.

### Veteran Affairs

LMU is approved by the State Approving Agency for the training of veterans and their eligible dependents. The coordinator for veterans' assistance assists eligible students in registering for the GI Bill, the Veterans Rehabilitation Program, and the Post-Vietnam Era Veterans Program. LMU also participates in the Yellow Ribbon Program. The Director of Community College Relations and Veterans Services coordinates the campus-related Veterans Affairs. For more information, contact Veterans Affairs at 423.869.6279.

### Welcome Weekend

Welcome Weekend is an orientation program created for first-year and transfer students. Welcome Weekend takes place during the weekend that precedes the first day of the fall semester. All incoming students participate in Welcome Weekend to aid in their transition at LMU. Incoming students are

ushered through a weekend designed to help them become acquainted with campus climate and culture. Lincoln Ambassadors will serve as guides for incoming students as they navigate Welcome Weekend and UACT 100. Welcome Weekend is comprised of interactive activities and opportunities for incoming students to engage with fellow classmates, upper-level students, faculty, and staff at LMU. Incoming students will be enrolled in UACT 100, which serves as a transitional course and extension of the Welcome Weekend experience.

## Wellness

Lincoln Memorial University provides the following resources for students to maintain a healthy lifestyle.

### Fitness Center

Located in the Student Center, the LMU Fitness Center boasts a wide variety of exercise equipment, including treadmills, ellipticals, rowers, free weights, TRX station, resistance machines, an Olympic lifting platform, and much more. The Fitness Center is open daily, excluding some holidays and breaks. All students, faculty, and staff may access the Fitness Center using their LMU ID.

### Mary S. Annan Natatorium

The Mary S. Annan Natatorium is the indoor swimming pool located adjacent to the Mary E. Mars Gymnasium. Pool rules and regulations are posted in the facility. A medical liability and release form must be signed prior to usage.

### Mary E. Mars Gymnasium

The Mary E. Mars Gymnasium is a multipurpose facility. The Gymnasium is home to the Lady Railsplitters Volleyball Team for both practice and home matches. This facility houses the offices of Health, Physical Education, and Exercise Science faculty. Classrooms are also located in this building. Men's and women's dressing rooms are also available next to the pool. The facility also houses J. Frank White Academy's Health and Physical Education classes and basketball games and practice. Supervised open gym nights and intramural sports for all LMU students are available in the gymnasium. Open gym hours change monthly and are posted on the Activities Calendar and the gym door entrances. There will be no open gym hours for the summer or holidays, school breaks, and during finals week.

## Student Complaint & Grievance Processes

### Undergraduate Programs

Lincoln Memorial University provides a number of avenues through which students can address issues of concern such as complaints and grievances. Students should express their concerns as quickly as possible through the appropriate channels. Students may want assistance with the following topics:

- Grades
- Academic Issues
- Academic Appeals
- Other Academic Appeals

- Non-Academic Appeals
- Financial Aid
- Sexual Harassment / Sexual Assault / Dating or Relationship Violence
- Discriminatory Conduct
- Student Code of Conduct
- Traffic Appeals
- Student Rights
- Athletics / NCAA Compliance
- Title IX
- ADA/504
- General Student Grievances

## Grievance Procedures

Grievances concerning any academic issues should first be taken to the instructor of the class. If a student feels he/she needs to take the matter further, the Department Chair in which the course falls should be consulted. The next appeal source is the School Dean and finally the Vice President for Academic Affairs. If the dispute involves an academic program, the student should notify his/her Academic Advisor and Department Chair, as applicable.

All complaints should first be routed through the appropriate complaint/appeals process as outlined online.

Depending on the nature of the complaint, the matter should be brought to the attention of the office directly responsible for that area of the college or university via email with the word ***complaint*** noted in the subject line.

For concerns that are not resolved through the informal complaint process, the student is encouraged to file a formal complaint at:

<https://www.lmunet.edu/office-of-institutional-compliance/student-complaint-process.php>.

Complaints and appeals should be well-documented.

Students are encouraged to move through the appropriate campus supervisory structure and exhaust all campus complaint procedures prior to appealing to any off-campus authority.

## Section II: Respect for Health, Safety, & Welfare Community Standards

LMU is committed to each student's personal and academic excellence and is committed to cultivating a thriving living and learning community. Students are individually and collectively responsible for their behavior and fully accountable for their actions. The Dean of Students Office and the Office of Student Conduct & Community Standards are responsible to each student at LMU to ensure that an atmosphere of education and mutual respect is fostered by upholding the *Student Code of Conduct* as outlined in the *Railsplitter Community Standards Guide*. The Conduct Process is designed to help students better understand how best to participate in and respect various aspects of the Railsplitter Community and educate and uphold the policies that have been designed to promote personal and academic well-being. The primary goal of the conduct process is to be an educational opportunity for students to reflect upon their decisions, have opportunities to redirect future decision-making and be restored to a thriving and vital part of the Railsplitter Community. Each student and faculty/staff member will be responsible for following the appropriate procedures during the Conduct Process; however, each situation is different and therefore may not have the same outcome.

### Student Code of Conduct

The purpose of the Student Code of Conduct is to provide a structure to hold students accountable for their actions and decisions in an effort to educate, reform, and transform future behavior on campus.

The Student Code of Conduct ("Code") is intended to describe the standards of respect members of the Railsplitter Community are being held to. This includes discussing the types of behaviors that conflict with University standards as well as setting forth the general procedures ("Conduct Process") that shall be used to ensure these standards are met by all students. In sum, the LMU Conduct Process represents an opportunity for members of the Railsplitter Community to take responsibility for any harm they may have caused and process how the harm can be restored for the individuals involved. These restorative practices can provide the space for profound learning moments and reparation.

The Conduct Process provides students the opportunity to respond to allegations brought against them and to offer their perspective regarding the allegations. It is designed to fit within the University's larger education system and does not function as a court of law. Where the allegations are more serious, and therefore the consequences are potentially more serious, the rules of procedure are more formally structured. The Conduct Process is not a substitute for the criminal and civil courts and, therefore, may function simultaneously to any criminal, civil, or administrative proceedings.

### Jurisdiction

The Code applies to any individual admitted and/or enrolled into a program of study at Lincoln Memorial University. Programs of study which require licensure to enter the profession may have separate or additional procedures for addressing behavioral issues for students enrolled in those programs. Conduct issues involving students from those programs may be forwarded to those programs for resolution. The Code applies to any student behavior occurring from the time of admission/enrollment through the actual awarding of a degree. A student who has an unresolved conduct matter at the time of commencement

will may be prohibited from participating in commencement ceremonies, and a decision on degree conferral shall be delayed until the conduct matter is resolved.

### Off-Campus Conduct

As a member of the Railsplitter Community and thereby a representative of the Lincoln Memorial University community, students' behavior both on and off-campus is a reflection of the University. Violations of the Code have a negative impact on the University community and the pursuit and achievement of its mission, vision, values, and bylaws. Therefore, alleged violations of the Code which occur off-campus shall subject the student to investigation, review, and action under the Code.

### Laws and Regulations

Students are also subject to all applicable international, federal, state, and local laws and regulations. Alleged violations of laws and regulations that occur on or off-campus are also considered violations of the Code and subject to University investigation, review, and action. Each student is individually responsible for being informed of the laws and regulations. Ignorance of the law is not an acceptable defense for prohibited conduct.

### Student Code of Conduct

LMU students are expected to maintain high standards of private and public conduct both on- and off-campus. The following enumerated sections constitute conduct that conflicts with the community standards of LMU. Engaging in such conduct and other generally prohibited behaviors, whether or not covered by specific regulation, shall subject a student to the Conduct Process and may result in disciplinary action.

#### Section 1 - Abuse or Physical Harm

- A. Intentionally or recklessly causing physical harm to others or causing apprehension of harm.

#### Section 2.1-Alcohol

- A. Students may not possess, consume, sell, distribute or be in the presence of alcoholic beverages on campus grounds, when not sanctioned by the University.

#### Alcohol Education

- B. All undergraduate students, regardless of transfer status, must complete online alcohol education before the established deadline. Students will be automatically enrolled for the online module and will receive an email at their LMU email address with instructions on completing the course.

## Section 2.2- Alcohol (Residential)

PLEASE NOTE: All students are subject to the enforcement of local, state, and federal laws. The following applies to alcohol possession and consumption in residential facilities owned and operated by Lincoln Memorial University.

### *Undergraduate Residence Halls*

- A. No alcoholic beverages are permitted in any designated undergraduate residence halls on campus at any time by any person, regardless of age. Designated undergraduate residence halls are Burchett, McClelland, Norton, Peters, West, Liles, LaFrentz-Poole, Pope, Mitchell, and Dishner.

### *Graduate Residence Halls*

- B. Alcoholic beverages are permitted in residential rooms in designated graduate residence halls, provided that the graduate students are 21 years or older. Of-age graduate students are allowed to have beer, wine, and other alcoholic beverages in graduate housing, as long as there are no individuals under the age of 21 present. Graduate students are subject to the general limitations and restrictions identified herein. Designated graduate residence halls are University Inn, Mars, Lee, Dawson, Shelton, and Langley.

### *General Limitations and Restrictions*

- C. Common source distribution devices for alcohol are strictly prohibited.
- D. Students under the legal age of 21 may not possess, consume, sell, or distribute alcohol at any time, regardless of location.
- E. Students of legal age may not provide or encourage the possession, consumption, sale, or distribution of alcohol by any underage student.
- F. Empty bottles, cans, or containers of alcohol may not be utilized as room décor and must be disposed of properly and immediately.
- G. Alcoholic beverages are strictly prohibited in any public areas (including hallways), lounges, pool area, laundries, pavilions, common areas, etc.

## *Section 2.3- Medical Emergency and Responsible Action Policy (ME-RAP)*

In order to promote the health, safety, and well-being of students, this policy provides that the University, through the Office of the Assistant Dean of Students and Director of Student Development, may provide amnesty from charges and sanctions for first-time alcohol violations under the Code for those students who act responsibly to provide active assistance for the intoxication of the student or others.

- A. In order to be considered for amnesty, a student must demonstrate proactive, responsible action and active assistance by making timely contact with University staff and/or the local 911 to request/obtain medical attention for the intoxicated student. If either University staff or 911 have already been made aware of the emergency at the time the student makes contact, amnesty may

### **ME-RAP** (*Medical Emergency and Responsible Action Policy*)

Fear of getting in trouble should not stop students from getting medical assistance for a peer who may be in danger due to alcohol consumption. ME-RAP provides limited medical amnesty from student conduct charges and sanctions for students who actively assist to obtain help for a peer in need of critical medical attention due to the consumption of alcohol.

Full detailed policy language and conditions for ME-RAP can be found in Section 2.3.

not be an available option for the student.

- B. In order to be considered for amnesty, the student who requests medical attention must remain with the intoxicated student until help arrives. The student must follow the directions of the personnel providing assistance to the intoxicated student.
- C. This policy only applies to medical emergencies resulting from the use of alcohol. It does not apply to any other prohibited behaviors resulting from the use of alcohol such as disorderly conduct; hazing; property damage; possession, consumption, distribution of drugs; etc.
- D. A student who assisted the intoxicated student in the purchase, supply, or consumption of alcohol is not eligible for amnesty under this policy.
- E. In situations where an intoxicated student seeks medical care for him/herself, the University may issue educational requirements, such as additional alcohol education and/or substance abuse assessment and counseling. Failure to complete the educational requirements will result in forfeiture of amnesty and action will be taken under the Code.
- F. Amnesty for an intoxicated student who seeks medical care for him/herself is intended to encourage the student to make better choices in the future. The record of the alcohol incident resulting in amnesty will be used as evidence of a prior violation in the dispensation of any subsequent alcohol violation by the student.

### Section 3- Appliances (Residential)

- A. Personal refrigerators may not exceed 3.5 cubic feet.
- B. Personal microwaves may not exceed 1000 watts and 1.0 cubic feet.
- C. The only heating-related appliances permitted in residential spaces are coffee pots, slow cookers, and popcorn poppers.
- D. University-owned appliances within residential spaces should be well maintained, including but not limited to regular cleaning and proper use.
- E. Grills of any type are not permitted on campus. There are outside grills located on the campus for student use. Any grills brought to campus will be confiscated from the student.

### Section 4.1- Arson & Fire Safety

The following behaviors/actions are not permitted and may result in students being charged with violating the Code of Conduct:

- A. Intentionally or recklessly causing a fire that may result in damage to the premises.
- B. Misuse of fire safety equipment, including transmittal of a false alarm or tampering with smoke/heat detection devices or with extinguishing equipment.
- C. Failure to evacuate during a fire alarm.
- D. Falsely reporting fires, bomb threats or other emergencies (either to LMU personnel or local 911/police force dispatch personnel), falsely setting off fire alarms, and the non-emergency use of emergency equipment.

### Section 4.2- Arson & Fire Safety (Residential)

- A. Candles, open flame lamps, halogen lamps, and incense are not permitted in rooms.
- B. Extension cords are not permitted in residential spaces. Students should use surge protectors.
- C. Items should not be hung or attached to the ceiling as this is prohibited due to fire safety regulations.



### Section 5- Bullying or Harassment

- A. Forms of physical or mental harassment, abuse, threat, and/or intimidation. Any action which intentionally and unreasonably subjects another person to public ridicule. Including but not limited to creating and/or sharing:
- Information regarding another individual without consent.
  - Digital or photographic image(s) that a reasonable person would find objectionable or obscene.
  - Media containing harassing, crude, intimidating, degrading or targeted content towards another individual.

### Section 6- Controlled Substances, Drug Paraphernalia, and other Substances

- A. The use, possession, consumption, cultivation, manufacture, sale, or distribution of illegal drugs or significantly mind-altering substances, pharmaceuticals, drug paraphernalia, or otherwise, (including *salvia divinorum*, medical marijuana, and synthetic forms of banned substances, including but not limited to, K2, Spice, Black Magic, etc.).
- B. Inappropriate/illegal use or distribution of any pharmaceutical product, including using a controlled prescription medication belonging to another person.
- C. Misuse of a prescription or non-prescription drug whether or not the student has been prescribed the drug.
- D. Being in the presence of others while the above-mentioned drug activity is occurring.
- E. Possession, use or manufacture of drug paraphernalia.

### Section 7- Courtesy & Quiet Hours (Residential)

- A. Student residents are expected to be respectful of other community members during and outside quiet hours and should maintain reasonable noise levels at all times. In the event that a resident is approached about being quiet during quiet hours, students should be courteous to the request and maintain a lower noise level immediately.
- B. Residents are expected to observe quiet hours from 10:00 PM-10:00 AM, Sunday evenings through Friday mornings. Weekend quiet hours (Friday evening through Sunday morning) are observed from 12:00 AM-10:00 AM.
- C. During exam periods, a 24-hour quiet period will be in effect beginning the Friday of the last day of classes and ending Saturday morning at the conclusion of Finals Week during the fall and spring semesters.

### Section 8- Damage to Property

The following is considered to constitute damage to property and may result in the student(s) being charged with violating the Code of Conduct:

- A. Intentional or reckless damage to University property or someone's personal property.  
*See the "Procedures" section of the Residential Section of this Guide for additional information regarding Residential Damages.*

### Section 9- Disorderly Conduct

The following actions/behaviors are considered to be disorderly conduct and may result in the student(s) being charged with violating the Code of Conduct:

- A. Behavior that would be considered unbecoming or would tarnish the reputation of LMU and/or its constituents.

- B. Behavior that is reckless, lewd, indecent, obscene, and/or disruptive to the educational learning environment.
- C. Being compliant, associated with, or present during an act by another that constitutes a violation of the Student Code of Conduct.
- D. Being present but taking no action to confront, prevent, or report a violation of the Student Code of Conduct.

#### Section 10- Falsification

- A. Providing false identification or information with intent to deceive. This includes, but is not limited to, lying, withholding information, forgery, falsification or misrepresentation of documents or instruments of identification, and the obstruction of the University's student processing system.
- B. Falsification of University documents of any kind.

#### Section 11- Furniture, Keys, & Doors (Residential)

- A. University-owned residence hall furniture must remain in the designated room. Students are not permitted to move furniture, including mattresses, from apartment suite living rooms into a bedroom. Mattresses must remain in assigned bedrooms. Under no circumstances may furniture leave the building or common areas.
- B. Outside furniture is not permitted unless approved by the Office of Residential Housing.
- C. Carpets and rugs are permitted in residence hall rooms as long as they are not affixed to the floor.
- D. Bed risers may not exceed 12 inches and must be professionally manufactured exclusively to support and raise furniture.
- E. Residents are issued room and/or suite keys upon check-in. Residents are not permitted to duplicate or lend keys to others (*see Section 24.1 Unauthorize Entry for further information*).
- F. Exterior doors should remain secured.

#### Section 12- Hazing and Pre-initiation Activities

Hazing is defined as:

- A. Any reckless or intentional act occurring on- or off-campus that produces mental, emotional, or physical pain, discomfort, embarrassment, humiliation, or ridicule directed toward other students or groups (regardless of their willingness to participate), that is required or expected for affiliation or initiation. This includes any activity, whether it is presented as optional or required, that places individuals in a position of servitude as a condition of affiliation or initiation.

Hazing is strictly prohibited by the University. Any individual or organization found in violation of this policy is subject to disciplinary action and/or criminal prosecution. Retaliation against any person who is involved or cooperates with an investigation of hazing is strictly prohibited. If you are aware of an incident of Hazing, you must report such incident to the Office of Student Conduct & Community Standards.

#### Section 13- Identification

The following actions/behaviors are considered to violate the University's identification policy, and may result in the student(s) being charged with violating the Student Code of Conduct:

- A. Failure to obtain and wear an LMU ID Card. ID Cards should be worn while on any of LMU's campuses and should be visible on the person.
- B. Failure to visibly display their LMU ID
- C. Failure to surrender their LMU ID if requested by a staff member of the institution (including Resident Assistants, Assistant Directors, and Security).

#### Section 14- Noncompliance

- A. Demonstrating insubordination by failing to comply with the directive of University officials, faculty, and/or staff (including Resident Assistants).

#### Section 15- Pets (Residential)

- A. Animals are strictly prohibited in the residence halls, unless authorized under the University's policies pertaining to service animals and approved Emotional Support Animals, or unless the resident is a graduate student living in designated "pet-friendly" graduate housing.
- B. Non-carnivorous fish are the only pets allowed. Tanks for such fish should not exceed 10 gallons.
- C. Inappropriate disposal of animal refuse; unauthorized pet location may result in a fine (see Sanctioning Grid).

#### Section 16- Public Law

The following actions/behaviors are considered to violate the University's public law policy, and may result in the student(s) being charged with violating the Student Code of Conduct:

- A. Being charged with a violation of any local, state, or federal law after admission to and/or while enrolled in a program of study at Lincoln Memorial University.

#### Section 17- Sexual Misconduct or Harassment

The following actions/behaviors are violations of the *Railsplitter Community Standards Guide's* policy regarding sexual misconduct/harassment and may result in the student(s) being charged with violating the Student Code of Conduct:

- A. An actual or attempted act of sexual misconduct, rape, sexual assault, sexual battery, sexual exploitation, sexual harassment, or other forms of non-consensual sexual activity.

Sexual misconduct or harassment that falls under the jurisdiction of the LMU Sexual Harassment/Title IX Policy and Grievance Process will be addressed under that policy by the Office of Institutional Compliance. This policy can be found at [www.lmunet.edu/titleix](http://www.lmunet.edu/titleix).

Under the *Railsplitter Community Standards Guide*, Sexual Harassment is any unwelcome conduct of sexual nature including sexual attention, requests for sexual favors, or other verbal or physical conduct of a sexual nature directed at any individual that is so severe, pervasive, or persistent that it limits the individual's ability to participate in or benefit from an educational program.

Allegations of sexual misconduct or harassment made against students and do not fall under the LMU Sexual Harassment/Title IX Policy and Grievance Process will be addressed by the Office of Student Conduct & Community Standards *Railsplitter Community Standards Guide*. The Title IX Coordinator/Institutional Compliance Officer reviews all reports of sexual misconduct or harassment to determine the appropriate jurisdiction.

#### Section 18- Solicitation

- A. Unpermitted solicitation of funds or services. *See Approval Request for Fundraising in the Student Organizations Handbook.*

#### Section 19- Space Personalization (Residential)

- A. Residents whose spaces are equipped with personal bathrooms are expected to provide their own toilet tissue and shower curtains with rods.

- B. Residents are responsible for removing any decorations and/or anything else not provided by the University prior to checking out of the room.
- C. Residents are not allowed to use nails, hooks, or anything that will put a hole in the wall, peel the paint off, or leave marks. Residents are responsible for removing adhesive strips or putty.
- D. Residents are not allowed to paint the walls of their residential space.
- E. Residents are not authorized to perform any type of repair to damages themselves. Maintenance Requests should be submitted in a timely manner to address issues.
- F. String lights used for decoration should not be hot to the touch.
- G. *See Section 26: Windows for further guidelines.*

#### Section 20- Storage (Residential)

- A. Storage is not provided for students' personal belongings. All items left in rooms after the student checks out will become the property of LMU to use or dispose of as deemed necessary.

#### Section 21- Theft

- A. Theft of University property or of someone's personal property is strictly prohibited.

#### Section 22- Tobacco Usage

- A. Smoking (and all other tobacco usage) is prohibited on and in all University buildings/grounds, LMU-affiliated off-campus locations and clinics, and any buildings owned, leased or rented by LMU in all other areas. Tobacco usage includes but is not limited to the personal use of any tobacco product, whether intended to be lit or not, which shall include smoking tobacco or other substances that are lit and smoked, as well as the use of cigarettes, cigars, cigarillos, pipes, hookahs, electronic cigarettes, or any other nicotine delivery through vapor devices; chewing tobacco; smokeless pouches; any form of loose-leaf, smokeless tobacco; and the use of unlit cigarettes, cigars, and pipe tobacco.

#### Section 23- Trash and Cleanliness (Residential)

- A. Residents are responsible for the cleaning of individual rooms and supplies, equipment, and labor are the shared responsibility of the roommates.
- B. Students should bag their trash and ensure it is properly disposed of in the designated dumpsters.
- C. Residents are also responsible for contributing to the cleanliness of the hallways, restrooms, and common areas. Items left in common areas will be placed in the trash cans in those areas.
- D. Inappropriate disposal of refuse, including ejecting or dropping any object from windows in residence halls, balconies, LMU University building, or vehicle or inappropriate disposal of refuse placed outside of residential halls, LMU University buildings etc. may result in fines charged to student(s) account. See Sanctioning Grid.

*See SECTION II: PROCEDURES for additional information regarding Trash and Cleanliness.*

#### Section 24.1- Unauthorized Entry

The following actions/behaviors are considered unauthorized entry and may result in the student(s) being charged with violating the Student Code of Conduct:

- A. Entering another student's room, faculty or staff offices, or any other campus facility without permission. This includes unauthorized entry into any facility outside of regular working hours.
- B. Use of another's keys to enter a space without permission.
- C. Duplication or improper use of keys to any University premises.

#### *Section 24.2- Unauthorized Entry (Residential)*

- A. Residents are not permitted to duplicate, lend, swap, or exchange room and/or suite keys with others.
- B. To ensure the safety and security of students and property, exterior doors must remain closed and locked at all times.

*See SECTION II: PROCEDURES & Section 11- Furniture, Keys, and Doors for additional information regarding Keys.*

#### *Section 25- Visitation and Guests (Residential)*

- A. ***The Residential Guest policy is designed to balance the needs and interests of all members of the residential community while supporting residence hall safety, resident comfort, student development, academic achievement, and campus community.*** A guest is an individual who is not an enrolled student at Lincoln Memorial University or an individual who is not assigned to live in University housing. Visitors are defined as residential LMU students.
- B. Visitors and Guests are expected to follow all University policies and procedures. Residential Students accept responsibility for the actions and behaviors of their guests. Failure of guests to follow policies could result in a guest being removed from campus.
- C. All guests must register with the Office of Residential Housing in order to visit and be present in any residential facility on campus.
- D. Regular Visitation hours for all residence halls is from 8:00 AM – 2:00 AM on weeknights (Sunday-Thursday). Visitation on the weekends (Fridays and Saturdays) is not limited to specific hours as long as all roommate(s) are amenable to a guest being present in the residential space.
- E. Guests must be escorted by their host at all times regardless of building or residential community. Guests may not be left in residential facilities while hosts are not present. In buildings with a shared bathroom facility (West and Liles), Visitors/Guests may only use the restroom facilities specific to the visitor's/guest's gender and only with the host/hostess standing by the outer door.
- F. Guests may not be provided with an access card or key to any residential facility.
- G. Guests must be at least sixteen (16) years old and present a valid state issued ID that contains proof of age in order to register as a guest.
- H. Family members must register as guests with the Office of Residential Housing. Family members of Residents who are younger than sixteen (16) may register as guests but the resident or another registered family member must be present with the child at all times and the child is prohibited from staying overnight.
- I. Hosts of a guest are responsible for obtaining a temporary parking pass for their guest from Campus Police & Security.
- J. Guests must register as an overnight guest at least five (5) business days before planned arrival in order to stay overnight in any residential facility. Roommates must be agreeable to overnight guest presence. An overnight guest may not stay more than two sequential nights and may not

register with a different roommate to extend guest presence. Residential students may not register as an overnight guest of another residential student.

- K. Any person who 1) stays in a residence hall without permission from the Office of Residential Housing; 2) attempts to register fraudulently to avoid room and board costs; or 3) assists another in staying without permission or attempting to or registering fraudulently may be charged the full cost of room and board for that semester and/or may be suspended.

#### Section 26- Windows (Residential)

- A. Nothing should be hung or thrown from windows.
- B. Windows should not be used as an entry or exit to a residential space, unless necessitated by an emergency.
- C. Curtains may be added to the windows if tension rods are used as long as no damage is caused. If damage occurs, the resident(s) will be charged. Nothing is permitted to be displayed in or attached to windows, and nothing is to be placed between the blinds and the window.
- D. Stereos may not be played out of windows

#### Section 27- Weapons, Firearms, or Dangerous Materials

- A. Possession, sale, storage, or use of guns, ammunition, explosives, weapons, or potentially dangerous and unauthorized recreational equipment (including but not limited to archery equipment, Tasers, air-soft guns, or paintball guns) are prohibited.
- B. Possession, sale, or use of firecrackers, fireworks and other flammable materials or chemicals which are disruptive, explosive, or corrosive are prohibited.
- C. Possession, sale, or use of bladed items over three inches long are prohibited.
- D. Hunting on campus and surrounding parklands or farmlands owned by the University are prohibited.

#### Conduct Process

The conduct process relies on the following personnel, committees, and processes:

##### *The Office of the Executive Vice President for Administration*

The Office of the Executive Vice President for Administration oversees the Director of Student Conduct & Community Standards, and has ultimate oversight of the Code of Student Conduct and Conduct Process for LMU. The Office of the Executive Vice President for Administration is located in Grant Lee.

Incident Reports and Complaints about potential violations of The Code and any inquiries concerning the overall conduct process should first be directed to the Director of Student Conduct and Community Standards. The Office of Student Conduct and Community Standards is located in the Carnegie Vincent Library.

##### *The Director of Student Conduct & Community Standards*

The Director of Student Conduct & Community Standards is responsible for properly implementing fair conduct procedures and overseeing the administration of the student conduct process. This includes the identification of potential violations of the Code of Conduct, the investigation and presentation of cases on behalf of the University during Conduct Resolution Panel hearings, and the investigation and resolution

of cases through informal resolution. The Director of Student Conduct & Community Standards may designate any other appropriate administrator to perform these duties.

### *Conduct Officers*

Conduct Officers are professional faculty/staff designated and trained by the Director of Student Conduct & Community Standards to resolve incidents via the informal and formal process. A Conduct Officer may find a student responsible for violations of the Code of Student Conduct and assign appropriate sanctions.

### *Documentation*

When an alleged violation of University policy has occurred, all available documentation shall be compiled and considered as part of any resolution proceedings. Documentation shall include but is not limited to incident report(s), police reports, witness reports, photos, recordings, etc. Incidents that involved Campus Police and Security should include a copy of the police report.

### *Due Process*

Due process is defined as providing for fair treatment through established rules, principles, and process. Allowing and affording full due process is central to the integrity of all conduct proceedings. Records shall be retained to demonstrate due process.

### *Rights of Students*

Students have rights under the conduct process and as incidents are reviewed and resolved to a satisfactory degree as determined by the University. Those rights are herein enumerated:

1. **Right to an Advisor.** Students shall have the right to have a non-attorney advisor of their choosing to be present during meetings with the University. Students may be accompanied by one non-attorney advisor of their choosing throughout all aspects of their case and to all meetings and hearings. The advisor is not an advocate, but rather a source of personal and moral support to the student. An advisor may not be a witness, speak, or otherwise participate on behalf of the student. The Director of Student Conduct & Community Standards will communicate all information concerning all aspects of the case directly to the student. No information will be discussed with or provided to an advisor absent the student's involvement. Timelines, meetings, hearings, and/or deadlines for submission of materials may not be altered to accommodate an advisor. If the Director of Student Conduct & Community Standards is resolving a case of Student Conduct and Accountability, a parent/guardian, at the discretion of the Director of Student Conduct & Community Standards or their designee, may also accompany a student in addition to their non-attorney advisor if the advisor is not already the student's parent.
2. **Right of Reasonable Notice and Due Process.** Students shall have the right to proper notice and due process through established student conduct procedures. Students shall be reasonably notified prior to a meeting or hearing to resolve an incident of a potential violation of conduct. Reasonable notice is considered at least 48 hours in advance of any scheduled meeting or hearing. If a student receives a student conduct citation and wishes to schedule a meeting, the student is responsible for scheduling the meeting. All notices shall be sent to the student's University email address provided through the LMU designated domain. No notice shall be sent to non-LMU email addresses.
3. **Right to Review and be Informed of Conduct Policies.** Students shall have the right to read and review the conduct process and policies associated with student conduct. Those policies are included within the Student Code of Conduct within this document.



4. **Right of Confidentiality.** Students shall have the right to confidentiality as governed by the *Family Education Rights and Privacy Act ("FERPA")* and according to the University's policies and procedures. However, the student has the right to waive confidentiality to the extent permitted by FERPA. (Please be advised that pursuant to FERPA, some exceptions apply such that confidential information may be disclosed without the student's consent — including, but not limited to, instances of health and safety emergencies involving the University, students, or the community.)

#### *Interim Suspension*

Interim Suspension is issued in extreme or unusual cases when there is reason to believe, supported by sufficient evidence, that the continued presence of a student on campus presents an immediate danger or threat of harm to himself/herself or other members of the campus community. This may include but is not limited to, threat of disruption of any University operations or activities. Interim Suspension includes the immediate suspension of all student privileges associated with attending the University, including its related functions. A student who has been placed on Interim Suspension may not attend classes, may not participate in any University activities, and may be prohibited from being on University property pending the investigation of potential violations of the Student Code of Conduct and outcome issued by a Conduct Resolution Panel.

The student will be provided an Interim Suspension letter that states that the student is either 1) suspended from the university and/or 2) is banned from all or selected campus events, activities or facilities until a Conduct Resolution Panel meeting can be convened. Upon receipt of the Interim Suspension letter, if the student is on-campus or in University facilities, the student will be expected to vacate campus immediately (within reason), including their residential space (if they are a residential student). Upon receiving an Interim Suspension letter, the student can immediately request an Interim Suspension Review by emailing a request to the Director of Student Conduct & Community Standards. If the Review is granted, the student will be given an opportunity to demonstrate why his or her continued presence on campus does not constitute a threat to themselves, others, or property. As part of the Review, the student may be required to submit to an immediate medical/psychological evaluation. If the decision to issue Interim Suspension is upheld, the suspension and/or ban from campus events, activities, or facilities will remain in effect until the Conduct Resolution Panel has convened to review and hear the circumstances of a student's case/incident. The Conduct Resolution Panel meeting determines the outcome and sanctions based on the student's behavior that is the subject of the suspension.

#### *Expulsion*

Expulsion is issued in extreme or unusual cases when there is reason to believe, supported by sufficient evidence, that the continued presence of a student on campus presents an immediate danger or threat of harm to himself/herself or other members of the campus community. This may include but is not limited to, threat of disruption of any University operations or activities, violation of local/state/federal law, acts of violence, or repeated (and egregious) violations of the *Railsplitter Community Standards Guide*. Expulsion includes the immediate revocation of all student privileges associated with attending the University, including its related functions. A student who has been expelled may not attend classes, may not participate in any University activities, and may be prohibited from being on University property. Upon being expelled, the student is expected to vacate campus (and their residence hall) immediately (within reason).



### *Standard and Burden of Proof*

In the University's conduct process, a reasonable person's perspective will be used to determine whether the burden of proof has been met. The burden of proof utilized in resolution of incidents through the conduct process is "More Likely than Not."

- The "More Likely than Not" standard allows for a finding of responsibility if it is determined that it is more likely than not that a violation of the code of student conduct occurred based on information provided during the process.

The University bears the burden of proving that a student has violated the Code of Student Conduct.

### *Resolutions*

There are two methods by which suspected violations of the Code may be resolved; through Informal Resolution or Formal Resolution.

#### *INFORMAL Resolution*

Informal Resolution allows students suspected of a violation of the Code of Student Conduct to resolve the violation administratively without going before a Formal Conduct Resolution Panel. Either of the following two approaches may be considered to achieve Informal Resolution:

- **Conduct Citation Letter and/or Fine** – A student may receive a conduct citation letter for some first-time violations as outlined in the Sanction Grid below. If a student receives a conduct citation letter and/or fine, the student may either 1) request an informal resolution meeting with a Conduct Officer or 2) accept the conduct citation letter as a written warning and pay any applicable fine imposed.
- **Resolution Agreement** – A student shall be provided with a notice to appear before a Conduct Officer. If the student admits appropriate responsibility for the alleged violations, the Conduct Officer and the student may enter into an informal resolution agreement reflecting the agreed upon Code violations. The Conduct Officer shall assign sanctions appropriate to the agreed upon violation(s) utilizing the conduct sanctioning grid and professional discretion. A disciplinary record will be created reflecting Code violations and sanctions contained in the resolution agreement. There is no right to appeal a resolution agreement. If the student does not admit appropriate responsibility for the alleged violation(s) or if the student does not agree to enter into the resolution agreement proposed by the Conduct Officer, the matter shall be scheduled for formal resolution.

#### *FORMAL Resolution*

If Informal Resolution is not appropriate for the violation or if an informal agreement is unable to be reached, a suspected violation of the Code will be heard formally as outlined below.

- The Director of Student Conduct & Community Standards shall convene a hearing before a Conduct Resolution Panel. The Panel shall be composed of three (3) Conduct Officers (including 1 student) and (1) Chair for a total of four (4) panel members. The panel members shall be selected from a pool of Conduct Resolution Panel members who are trained regarding the Code of Student Conduct and the Conduct process.
- The Chairperson shall have responsibility for leading and conducting the hearing and for ensuring that all paperwork and outcome materials are promptly returned to the Director of Student Conduct & Community Standards.
- The Conduct Resolution Panel hearing will be conducted via Zoom, unless the student specifically requests an in-person meeting.

- The Director of Student Conduct & Community Standards shall serve as the University's advocate during the hearing. The Director of Student Conduct & Community Standards shall present to the Conduct Resolution Panel information regarding the alleged Code violation(s), including but not limited to written materials, evidence, and any supporting documentation. The Director of Student Conduct & Community Standards shall ensure the integrity of the formal process is maintained, provide clarification on the process and information presented as needed, and make sanction recommendations, as appropriate. The Director of Student Conduct & Community Standards shall not serve as a voting member of the Conduct Resolution Panel.
- During a Conduct Resolution Panel, the student will serve as their own advocate. As previously stated, an advisor may not speak for a student during the hearing. During the hearing, the student will be asked what they believe to be their level of responsibility to be for violating the Code. The student will also be asked to explain what happened from their perspective and also respond to panel member questions. Students will be able to confirm or refute the evidence presented as well as present any additional evidence or witnesses that they believe is appropriate in their defense.
- If a student is found responsible, the panel shall assign sanctions appropriate to the violation(s) of the Code of Student Conduct using the conduct sanctioning grid. The student will be provided written notice of the outcome and decision of the Conduct Resolution Panel. A disciplinary record will be created reflecting Code violations and sanctions determined by the panel.

Regarding Resolutions, it should be noted that the following includes the governing standards for determining how student behavior will be assessed:

- Formal Resolution hearings shall be recorded by the Panel for purposes of making a record of the hearing. The Panel members' deliberation discussions shall not be recorded.
- If a student fails to attend an informal or formal resolution meeting, the hearing will proceed in the student's absence.
- Attempts to commit a violation will be deemed as serious as actually committing the act.
- When it is determined that a violation of the Code of Student Conduct occurred at an individual's residence, all residents may be held accountable unless compelling information, as determined by the conduct officer, is presented during adjudication of the case.
- Unless specifically stated within the definition of a violation, intent is not an element in determining responsibility, but it will be considered in the enforcement of sanctions.
- University officials may be notified of conduct violations prior to the final resolution and outcome. Such officials include, but are not limited to, Academic Deans, Coaches, and Advisors of Co-Curricular activities.
- In accordance with FERPA, University officials may notify parents, or designated legal guardians, regarding violations of law or institutional policy governing use or possession of alcohol or controlled substances if the student is under 21 and after the institution has determined a conduct violation with respect to said use or possession.

### *Appeals*

A student may request to appeal a determination made by the Conduct Resolution Panel. Students requesting appeal must submit the request in writing to the Executive Vice President for Administration within three (3) business days of receipt of the Conduct Resolution Panel determination. The Office of the Executive Vice President for Administration will review the request for appeal and determine if the

request should be granted or denied. A request for appeal shall only be granted where it is clearly demonstrated in the student's request for appeal that one of the following circumstances exists:

- **New Information** – There is new information that was not allowed or that was unable to be presented or that may have been unavailable at the time of the formal resolution hearing that could have altered the outcome if the information had been considered by the Conduct Resolution Panel.
- **Extraordinarily Disproportionate Sanctions** – The sanctions imposed are excessively harsh or unreasonable based on the circumstances.
- **Flaw in the Process** – There was a clear flaw in the Conduct process that may have resulted in an inappropriate outcome.

Mere disagreement with the Panel's determination is not grounds for an appeal. If a request for appeal is denied, the Student shall be notified in writing. If a request for appeal is granted, the Executive Vice President for Administration shall work with the chair of the Student Appeals Committee to convene a Student Appeals Committee (within five (5) business days) to review the matter. The student shall be notified in writing.

The Appeals Committee shall consist of:

- Appeals Committee Chair (Non-voting);
- One Senior Administrator;
- One Academic Dean Representative; and
- One Student Representative.

When deemed appropriate, the Executive Vice President for Administration may designate an alternate non-voting Chair. A review by the Appeals Committee is not an opportunity to rehear the matter. Rather, the Appeals Committee is charged with reviewing the information to determine if the matter should be sent back to the Conduct Resolution Panel for rehearing due to the circumstances set forth in the Student's request for appeal. The Appeals Committee shall review all documents, written materials, and evidence presented at the Formal Resolution hearing. The Appeals Committee shall also have access to the audio recording of the hearing. The Appeals Committee may, at their discretion, choose to call witnesses to provide clarification regarding documents, written materials, and evidence as necessary.

The Appeals Committee may either overturn or uphold the Panel's determination as follows:

- **OVERTURN (*with feedback and direction*)**: This decision indicates that the Appeals Committee found evidence to support that the case should be heard again. The Appeals Committee will send the case back to the Conduct Resolution Panel for rehearing. The Appeals Committee will provide to the Conduct Resolution Panel feedback and direction in writing to help ensure that certain items are addressed and resolved in the rehearing. The rehearing determination may not be appealed.
- **UPHELD** – This decision indicates that the Appeals Committee did not find evidence to support that the case should be heard again and that the Panel's determination should stand.

### *Conduct Standing*

An active conduct record is defined as one in which any case(s) remain open. Conduct records shall be closed when all sanctions are completed and fulfilled. An active conduct record may affect student applications, leadership positions, and/or awards while a student is enrolled. Upon graduation or

departure from the University, an active conduct record could result in the student account being placed on hold, thus limiting access to transcripts or student records.

#### *Alteration of Process*

In concert with the Director of Student Conduct & Community Standards, the Office of the Executive Vice President for Administration reserves the right to alter the conduct process during the summer months and/or when school is not in session to address conduct issues in a timely manner. This alteration in process may include but is not limited to the use of distance technology (such as Zoom), the extension of outlined timeframes to accommodate lack of personnel, etc.

## Appeals Form

Last updated: July 2021

As outlined in the Lincoln Memorial University *Railsplitter Community Standards Guide*, a student may want to appeal the outcome of their conduct meeting. Appeal Requests must be submitted within three (3) business days from the date on the outcome letter. This form must be sent as an attachment and emailed from your LMU email address to the Director of Student Conduct & Community Standards at [Conduct@LMU.net.edu](mailto:Conduct@LMU.net.edu).

**Full Name:**

**LMU ID Number:**

**Submission Date:**

There are three (3) reasons an appeal may be considered by the Office of the Executive Vice President for Administration/Dean of Students. In order for your appeal to be considered, you must indicate which reason(s) you would like to appeal the outcome of your conduct meeting. Your appeal must be accompanied by an explanation (in your own words) as to why the appeal should be granted.

- ☐ There was a flaw in the process and/or the resolution was excessively delayed
- ☐ New information can be provided that was not readily available at the time of your conduct meeting
- ☐ The assigned sanction(s) are extraordinarily disproportionate to the violation(s)

*Indicate the sanction(s) outlined in your outcome letter that you wish to appeal*

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**Appeal Request:** Please address your request to the Executive Vice President for Administration. In your request, use as much space as necessary to indicate why you are appealing the outcome to your conduct meeting, your supporting reasoning, and your desired outcome(s). Additional documentation you feel will support your request may be submitted as attachments when you send this form to the Executive Vice President for Administration.

## Sanctioning Guidelines

### Introduction

The Code of Student Conduct Sanctioning Guidelines have been developed by a representative committee of faculty, staff, and students to offer general sanctioning guidelines for violations of the Code and to ensure a level of consistency among conduct officers and hearing panels when issuing sanctions. While it is sound practice for conduct officers and hearing panels to sanction within the established guidelines, the following recommendations are not designed or intended to be prescriptive. Conduct officers and hearing panels are empowered by the Code to utilize their professional judgment when weighing relevant aggravating or mitigating factors, if any. These officers may determine if any deviation from the minimum standard sanctions outlined in the attached sanctioning grid are appropriate.

### Goals

Consistent with the mission, vision, values, and bylaws of Lincoln Memorial University, sanctions are and should be designed to support the learning environment through the achievement of the following goals:

- To **Reestablish Order and Repair the Harm**. This involves considering the common good, and sometimes may necessitate the temporary or permanent removal of the student from the University community.
- To **Reimburse and/or Restore the Student**. This involves returning the student to good standing within the University community, provided the safety of the community is not jeopardized by the student's presence; and/or to Reimburse the community for costs that may be associated with address in a situation
- To **Reflect**. This allows the student to think about their actions and the impact that their actions may have had upon themselves, others, and the University community.

### Sanctioning Considerations

#### *Aggravating Factors*

An aggravating factor is a circumstance, or set of circumstances, that may result in more significant sanctions for a violation of the Code. Examples of an aggravating factor may include, but are not limited to:

- Nature and Severity of the Incident
  - Committing multiple violations of the Code during a single incident;
  - Committing a violation of the Code that results in significant injury, trauma, and/or harm to another person, property, and/or the University community.
- Alcohol and Other Drugs
  - Committing a violation of the Code while under the influence of alcohol and/or other drugs;
  - Committing a violation of the Code in connection with participating in a high-risk drinking activity, such as binge drinking, drinking games and/or using alcohol-related paraphernalia (e.g. beer funnels/bongs, alcohol luges, paint sticks, shot skis);
  - Causing or requiring others to engage in such behaviors associated with alcohol and/or drugs.
- Prior Student Conduct History
  - Committing multiple violations of the Code throughout the student's tenure at the University;
  - Committing a violation of the Code while on an active sanction (Until any sanction is

- completed, it is considered “active.”).
- Bias-Related Conduct
  - Committing a violation of the Code which demonstrates clear bias against another individual.

Bias related conduct is defined as and refers to language and/or behaviors which clearly demonstrate intentional bias, unfairness, against an individual (or group of individuals) because of, but not limited to, and individual’s actual or perceived:

- Color
- Disability
- Ethnicity
- Gender
- National Origin
- Race
- Religion
- Sexual Orientation

Bias related conduct is intolerable in view of the University’s commitment to respect for all members of the community and may be considered an aggravating factor for any violation of the Code, regardless of the seriousness of the violation.

- Retaliatory Conduct
  - Committing a violation of the Code against another individual that is motivated by that individual’s involvement in the filing or investigation of a student conduct complaint.

#### *Mitigating Factors*

A mitigating factor is a circumstance, or set of circumstances, that may merit consideration of a lesser sanction. Examples of a mitigating factor may include, but are not limited to:

- Nature and Severity of the Incident
  - Committing a violation of the Code that was in self-defense and/or defense of others.
- Risk and Harm
  - Committing a violation of the Code that did not pose any direct risk and/or harm to an individual, property, the University, or the broader community in which we live.
- Accountability & Responsibility
  - Committing a violation of the Code, but exhibiting a significant amount of cooperation with University and public officials responding to the incident.

## Sanctioning Grid

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 1- Abuse	<b>Reestablish and Repair</b>	Suspension	Suspension or Expulsion	Expulsion
	<b>Reflect</b>	Reflection Paper	Consistent with Circumstances	N/A
Section 2.1- Alcohol	<b>Reestablish and Repair</b>	Consistent with Circumstances	Probation	Suspension
	<b>Reflect</b>	Alcohol Education Course	Consistent with Circumstances	Consistent with Circumstances
Section 2.2- Alcohol (Residential)	<b>Reestablish and Repair</b>	Consistent with Circumstances	Probation	Suspension
	<b>Reflect</b>	Alcohol Education Course	Consistent with Circumstances	Consistent with Circumstances

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 3- Appliances (Residential)	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension and/or Eviction
	<b>Reflect</b>	N/A	N/A	N/A
Section 4.1A- Arson ( <i>Intentional Reckless Causing of a Fire</i> )	<b>Reestablish and Repair</b>	Suspension	Expulsion	N/A
	<b>Reimburse and/or Restore</b>	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property	N/A
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	N/A



Section 4.1B- Arson (Tampering or misuse of Fire Equipment)	<b>Reestablish and Repair</b>	Probation	Suspension	Expulsion
	<b>Reimburse and/or Restore</b>	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 4.1C Arson (Failure to Evacuate During an Alarm)	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
Section 4.1.D Arson (Falsely reporting fire, bomb threats, etc)	<b>Reestablish and Repair</b>	Suspension	Expulsion	N/A
	<b>Reflect</b>	Reflection Paper	N/A	N/A
Section 4.2- Arson & Fire Safety (Residential) (Candles, inappropriate extension cords, etc)	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension and/or Eviction
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
	<b>Restitution</b>			3 <sup>rd</sup> Violation or additional subsequent offenses- \$50 Fine

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 5- Bullying or Harassment	<b>Reestablish and Repair</b>	Probation	Suspension	Expulsion
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
Section 6- Drugs	<b>Reestablish and Repair</b>	Probation	Suspension	Expulsion
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	N/A
Section 7- Courtesy & Quiet Hours (Residential)	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension and/or Eviction
	<b>Reflect</b>	Restorative Service Hours	Restorative Service Hours	Restorative Service Hours

Section 8- Damage to Property	<b>Reestablish and Repair</b>	Probation	Suspension	Expulsion
	<b>Reimburse and/or Restore</b>	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
Section 9- Disorderly Conduct	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances

Section 10- Falsification	<b>Reestablish and Repair</b>	Probation	Suspension	Expulsion
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 11- Furniture (Residential)	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension and/or Eviction
	<b>Reimburse and/or Restore</b>	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property
	<b>Reflect</b>	N/A	N/A	N/A
Section 12- Hazing	Reestablish and Repair	Suspension	Expulsion	N/A
	Reflect	Consistent with Circumstances	Consistent with Circumstances	N/A
Section 13- Identification	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension
	<b>Reimburse and/or Restore</b>	Cost of New ID	Cost of New ID	Cost of New ID
	<b>Reflect</b>	N/A	Meeting with Campus Police	Consistent with Circumstances

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 14-Non-compliance	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
Section 15-Pets (Residential)	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension and/or Eviction
	<b>Reimburse and/or Restore</b>	Unauthorized pets- Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>  Inappropriate disposal of animal refuse-\$25 fine	Unauthorized pets- Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>  Inappropriate disposal of animal refuse-\$50 fine	Unauthorized pets- Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>  Inappropriate disposal of animal refuse-\$75 fine
	<b>Reflect</b>	Restorative Service Hours	Restorative Service Hours	Restorative Service Hours
Section 16-Public Law	<b>Reestablish and Repair</b>	Probation	Suspension	Expulsion
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 17-Sexual Misconduct or Harassment	<b>Reestablish and Repair</b>	Possibly Suspension	Possibly Expulsion	Expulsion
	<b>Reimburse and/or Restore</b>	Consistent with Circumstances	Consistent with Circumstances	N/A

Section 18-Solicitation	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	N/A
	<b>Reestablish and Repair</b>	Possibly Warning	Possibly Probation	Possibly Suspension
	<b>Reimburse and/or Restore</b>	Minimum \$50 fine	Minimum \$75 fine	Minimum \$100 fine
19- Space Personalization (Residential)	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
	<b>Reestablish and Repair</b>	Written Warning	Possibly Warning	Possibly Probation

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 20-Storage	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension
	<b>Reflect</b>	N/A	N/A	N/A
Section 21-Theft	<b>Reestablish and Repair</b>	Probation	Suspension	Expulsion
	<b>Reimburse and/or Restore</b>	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property	Actual costs for damages to real or personal property
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
Section 22-Tobacco Usage	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 23- Trash & Cleanliness (Residential)	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension and/or Eviction
	<b>Reimburse and/or Restore</b>	<ul style="list-style-type: none"> <li>Actual costs for damages to real or personal property</li> <li>\$25 Fine</li> </ul>	<ul style="list-style-type: none"> <li>Actual costs for damages to real or personal property</li> <li>\$75 Fine</li> </ul>	<ul style="list-style-type: none"> <li>Actual costs for damages to real or personal property</li> <li>\$150 Fine</li> </ul>
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
Section 24.1- Unauthorized Entry	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
Section 24.2- Unauthorized Entry (Residential)	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension and/or Eviction
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 25- Visitation & Guests (Residential)	<b>Reestablish and Repair</b>	Possibly Warning	Possibly Probation	Possibly Suspension
	<b>Reimburse and/or Restore</b>	Minimum \$25 fine	Minimum \$50 fine	Minimum \$75 fine
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances

Section 26- Windows (Residential)	<b>Reestablish and Repair</b>	Possibly Warning	Possibly Probation	Possibly Suspension
	<b>Reimburse and/or Restore</b>	Minimum \$25 fine	Minimum \$50 fine	Minimum \$75 fine
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	Consistent with Circumstances
Section 27- Weapons	<b>Reestablish and Repair</b>	Possibly Probation	Possibly Suspension	Possibly Expulsion
	<b>Reimburse and/or Restore</b>	Confiscation by Police	Minimum \$100 fine and Confiscation by Police	N/A
	<b>Reflect</b>	Consistent with Circumstances	Consistent with Circumstances	N/A

## Section III: Respect for Housing Operations Community Standards

Residential Housing on a university campus can be one of the most meaningful elements in a college experience. We are happy to take this opportunity to welcome our students to Lincoln Memorial University's residence hall community and to help prepare you for life in a residence hall. One meaningful part of a University education is the learning that comes from living with others. A good deal of adjustment occurs in the transition from high school to University and from home life to residence hall life, and sometimes even from year to year. LMU's Residential Housing Program is designed to help you make personal, social, and academic adjustments as healthily as possible and to make your living experience both educational and enjoyable. You will meet individuals who will become lifelong friends, you will be given the opportunity to expand your sense of community service and improve your leadership skills. The policies outlined in the Lincoln Memorial University *Railsplitter Community Standards Guide* serve as a community living standard that all residents are expected to uphold.

### Section 1: Residential Housing overview

#### Residential Housing Staff

*Director of Residential Housing:*

*Assistant Director for Graduate & Professional Housing:* Evelyn Farmer

*Assistant Director of Residential Housing:* Jason Newel

*Assistant Director of Housing Operations:*

*Resident Assistants (RAs) (see website for up-to-date staff list)*

#### Community Living

An important part of the total college experience is to live in a residence hall and participate more fully in college-related activities. Therefore, programs and activities are planned to promote socialization, cultural awareness, good health practices, and life-learning experiences. Living in the residence halls is a privilege, and each student is responsible for helping to create an environment that promotes safe, healthy, and comfortable living for all. Each floor and building should reflect the character of the students residing on that floor and express a sense of community. Good taste should be shown when promoting one's floor during Theme Weeks, Homecoming, and Holidays.

LMU offers a wide variety of activities outside the classroom. Some are sponsored by the University, while others are created and organized by campus organizations. Some activities include dances, contests, Founders' Day, Homecoming, athletic events, intramurals, stand-up comedy, and other types of activities and entertainment. Students are encouraged to contact a member of the Student Services if they want to request a certain activity.

#### Programming

The programming efforts of the Resident Assistants seek to challenge students to grow and develop in many dimensions. These dimensions are designed to help residents develop life and social skills, while informing residents of the resources available on campus. Residents that are interested in a specific activity for their hall or building should speak to their designated Resident Assistant. Students who are interested in the Lincoln Activities Board are encouraged to speak with their Resident Assistant, Assistant



Director, or the Director of Student Activities & Engagement to communicate their interests directly.

### Hours of Operation

The Residential Housing Staff is available 24/7 for students living in campus housing. On-campus residents can dial (423) 869-6500 for 24/7 access to professional residential housing staff. The Office of Residential Housing is located in Student Center 317-319 and is open from 8:00 AM-6:00 PM during the school year.

During breaks where the University remains open, the Office of Residential Housing is open from 8:00 AM-4:30 PM or as posted. Residential Housing Staff members are on duty from 4:30 PM to 4:30 PM the following day. During that time, each staff member is on duty from 4:30 PM-10:00 PM and is “on-call” from 10:00 PM-4:30 PM until his/her shift ends. Residential Housing staff members are always available for students living in campus housing and willing to help with any problem or concern, regardless of the hour.

### Residence Hall Closures

Traditionally, the residence halls and dining services close during Thanksgiving Break, Winter Break, and Spring Break. Students who wish to stay during these breaks will be charged, because this time is not included in the semester’s residence hall rate. The only students who will not be charged are athletes who are in season and required by coaches to stay on campus, students who are working for the University, and graduate students living in 12-month residence halls. Students who stay during these breaks may be subject to being moved into another residence hall during the break since a minimum number of residence halls are kept open. Students who do not turn in their keys to the Residential Housing Staff during these breaks will be charged for staying the break.

### Summer Housing

Students staying for the summer must have an academic or other University-related reason for applying to remain in on-campus housing. Students who stay during the summer will be relocated into available housing. This is necessary for cleaning and maintenance of the buildings. The charge for the summer term is based on the regular semester charges for the building being utilized.

## Section 2: Housing Procedures

### Check-In Procedures

All students are required to check into the residence hall to which they have been assigned. The RA or Assistant Director of their assigned residence hall will assist them by providing an emergency contact form, key assignment, Housing agreement, and Room Condition Report (RCR). The application for housing, housing agreement, and emergency contact form must be completed prior to moving into the residence hall. The resident is responsible for completing and submitting their Room Condition Report (RCR) within 48 hours of moving into a new space during the semester. If the resident does not have a completed RCR on file upon check-out, the room will be assumed to have been in pristine condition prior to move in. At no time are students permitted to randomly switch rooms or roommates during the check-in process. Concerns about check-in should be directed to the RA or Assistant Director of the assigned building.

### Check-Out Procedures

A student is required to check out when vacating a room at the end of a term. Proper check out procedure consists of making an appointment with the RA or Assistant Director, emptying the room of personal belongings, cleaning the room, being present during the inspection of the room, signing the check-out paperwork, and turning in keys. Any deviation from this procedure will result in a fine and/or loss of deposit being assessed for damages, cleaning, keys, and/or improper check-out.

Cancellation of housing by a resident during the semester forfeits the housing deposit.

Any items left in a room after check-out will become the property of LMU to use or to dispose of as deemed proper. Rooms not cleaned, left with food, trash, belongings, or damage to the room will result in charges.

### Area Meetings

Regular area meetings are held during each semester to provide students with information relevant to their area and Residential Housing in general. Students are required to attend these meetings as information is communicated which will impact what goes on in the residence halls.

Furthermore, hall meetings are an important part of getting to know other residents in your building.

### Consolidation

Most residence hall rooms are double occupancy. In the event that a resident is left without a roommate for whatever reason, or if the Office of Residential Housing determines that there is a need to combine two or more apartments in order to provide space for more residents, the consolidation policy applies. This policy is usually enacted during the first month of each semester but can be enforced as needed by the Director of Residential Housing.

Students without roommates have options appropriate to their situation. Options may include, but are not limited to, the following:

1. find a roommate or move in with someone on the consolidation list;
2. pay an additional charge for a private room, if available (Only in Liles and West); or
3. be assigned a roommate at the discretion of the Director of Residential Housing.

## Emergency Protocols

### *Injury or Illness*

For illness, injury, or maintenance emergencies, the RA or AC on duty should be contacted. He/she will make an evaluation of the best action to take. Ambulance or maintenance calls should be made by Residential Housing staff members only.

### *Infectious Disease*

Students who exhibit symptoms or believe they may have been exposed to a possibly infectious disease should isolate themselves as much as possible and see a medical professional for tests and treatment.

### *Fire Evacuation (including drills)*

Fire evacuation is an important factor in campus safety. When an alarm is sounded, either through mechanical indication or by voice, evacuate the building immediately. Students should be sure to take shoes and a coat when evacuating a building (if indicated by the weather). If one is convenient, a towel should be taken by the resident and placed over the mouth and nose to help filter smoke from the air breathed.

In the event of a fire evacuation, including drills, residents should report to the following locations:

- Residents of West should go to the cafeteria parking lot
- Residents of Pope, Mitchell, and Dishner should go to the lower parking lot of their area
- Residents of The Village apartments should go to the Tex Turner parking lot
- Residents of LP should go to the lower parking lot of their area
- Residents of The University Inn, Mars, and Lee should go to the grass lawn directly across the parking lot from the buildings

It is important for a resident to make contact with his/her RA and/or Assistant Director, so they know that the student is safe. The AC and/or RA may do a roll call of residents to ensure everyone is accounted for. Residents will be notified when it is safe to reenter the building.

### *Bomb Threats*

Bomb threat evacuation will follow the same procedures as fire evacuation. Students must vacate the building quickly, being prepared to remain outside for the amount of time necessary to ensure the building is safe.

### *Severe Weather*

Weather warnings such as thunderstorms, tornadoes, and earth tremors should be taken seriously. Residents will be expected to vacate their rooms with a blanket and/or pillow if they can do so safely. Interior hallways of lower floors will be the best location to avoid injury. Flashlights and battery radios would be helpful if they can be retrieved safely, as would study or entertainment material since warnings can last for hours.

- Residents of Liles and West should go to the second floor hallway of their building.
- Residents of Pope, Mitchell Dishner, Shelton, Langley, Mars, and Lee should go to closets or bathrooms of their suite.
- Residents of LP should go to the basement.
- Residents of The Village apartments should go to the bathrooms or closets of their suite. Residents of The University Inn should go to the first floor hallway or staircase of The University Inn.

During weather warnings the elevator should not be used in any building. Residents failing to abide by set emergency procedures will be subject to disciplinary action up to and including being removed from the residence halls.

### *Damages*

Financial liability for damages lies with the residents in the bedroom, suite, apartment, or building. Repeated damages have a direct impact on housing rates if no responsible party is found or comes forward. If damages occur in an apartment, suite or the common areas of a building and no individual takes responsibility, the Office of Residential Housing will divide the charges among the occupants and bill their student accounts. This includes, but is not limited to, common entryways, hallways, lounges, kitchens, and the immediate exterior/grounds (including littering). If damage occurs in a suite or an apartment, the residents of the suite/apartment will be held responsible. If damages occur to the exterior of the building, the charge may be assessed to residents of the facility. If damage occurs, please report to your RA or to the Office of Residential Housing as soon as possible. A work order will be submitted to repair the damage, and the responsible parties will be subject to appropriate charges. A damage liability form is available through your RA. If the person responsible for the damage completes and submits the form, a discount may be applied to the charge.

### *Health & Safety*

#### *Health and Safety Inspections*

The University recognizes a resident's desire for privacy, particularly in the context of their group living situation, and will do what it can to protect and respect their privacy. However, the University, through Residential Housing staff, reserves the right to enter a resident's room and/or apartment to determine compliance with health and safety regulations. Health and safety checks will take place two – five times per semester, and residents will receive notification of the check at least 48 hours in advance of the check.

During a Health and Safety Inspection, Residential Housing staff will check individual bedrooms, refrigerators, and common spaces, including refrigerators and other cabinet or closet spaces. Health and Safety Inspections serve as prevention for fire, pests, and other damaging issues.

#### *Liability and Risk*

Lincoln Memorial University assumes no liability for loss, injury, or damage to personal property incidental to the occupancy or use of the residence halls, and each resident accepts full responsibility for the safety and security of his/her own personal property. Students are strongly encouraged to purchase renter's insurance. The resident agrees to hold the University harmless and indemnify it from any and all liability resulting from the use of University-owned housing facilities by the student. Please refer to the section regarding Lost and Found.

#### *Maintenance Requests*

Students who need maintenance in their rooms or are aware of repairs that need to be done on their floor are able to submit their own digital work order at this link: <https://www.lmunet.edu/maintenance-request.php>

Residents are also welcome to notify their Resident Assistant or their Assistant Director. Maintenance requests will be submitted within 24 hours of the request to Physical Plant and Properties.

Requests should be completed within a reasonable amount of time after being submitted. In the event

that a request is not completed, residents should contact their RA about the concern until the problem is resolved.

### *Personal Safety*

Students should notify the Residential Housing Staff of their building if they plan to leave campus for an extended period of time. In the event that a residential student is taking evening classes and would like an escort to or from their class, the student can contact the Office of Campus Police and Security to make these arrangements.

### *Securing Outer Doors of Residence Halls*

The residence halls are considered private dwellings of the campus. The exterior doors are to remain locked at all times unless prior approval is given from Residential Housing Staff. This policy promotes safety, security, and privacy for residents.

### *Trash Disposal*

All residential students are expected to deposit trash from their living spaces in the appropriate locations. In Liles and West, there are garbage chutes in the middle of each hallway. All trash should be placed in these chutes. All other residents on campus should place trash in the dumpsters located in the parking lot behind the dining hall. In the evenings, when Facilities and Maintenance are not utilizing it, the trash truck is located behind The Village residence halls, and residents may place their properly bagged trash in the bed of the truck. There are also dumpsters in The University Inn parking lot for residents of Mars, Lee, and The University Inn. This also applies to end-of-semester periods. If trash is left within the residence halls, hallways, or other spaces, then the person found to be responsible may be fined. If we are unable to identify the person responsible, the entire building or area may be fined (*see Section 23 in the Student Code of Conduct*).

### *Housing Deposit*

If a student chooses to live on-campus, his/her housing application must be returned to the Office of Residential Housing with a \$200.00 for undergraduate or \$500 for Graduate and Professional reservation and damage deposit. The deposit may be paid by cash, check, money order, or debit card through the cashier's office. The deposit is refundable at the end of the student's residency if the student checks out in good order, cancels his/her room reservation by July 1 (Fall) or December 1 (Spring) and has no charges on their account. These requests must be received in writing no later than July 1 of the semester that the student leaves housing. Refunds may take up to 60 days to process.

### *Procedures Involving Keys*

#### *Issued Keys*

A student receives a key which opens the front door and room upon check-in. Each student is responsible for keeping his/her room door locked as well as the outside residence hall doors. Keys are turned into the Office of Residential Housing when University housing is closed (Winter and Summer Breaks). **Residents are required to pick up the room key after each semester break.** Duplicating University keys is prohibited. Possession of University keys other than those assigned is not permitted.

#### *Lost or Stolen Keys*

A lost key should be reported immediately to the Residential Housing Staff and a charge of \$50.00 will be assessed for the lost room keys. If keys are not turned in at designated times (holidays or breaks) the

resident will be charged for staying the entire break. The student must turn in all residence hall keys upon checkout with a Residential Housing staff member. The charge for not returning keys at check-out is \$50.00.

#### *Lock Out Procedure*

In the event that a resident becomes locked out of their residence hall space, the resident should go to the Office of Residential Housing. When the office is closed, residents should call the 24/7 Residential Housing Line at (423) 869-6500. Students are reminded that responding to a lockout call is not an emergency and the staff will respond as soon as possible. Excessive lockouts may result in disciplinary action or fines.

#### *Meal Plans*

##### *Meal Plan Requirement*

All undergraduate students living in campus residence halls are required to participate in one of the meal plans. If students would like to change their meal plan upon the start of a new semester, they may do so during the first week of classes in the Office of Residential Housing.

##### *Meal Plan Options*

- Meal Plan #1: unlimited meals
- Meal Plan #2: 14 meals per week/150 flex dollars
- Meal Plan #3 (upperclass students only): 10 meals per week/300 flex dollars
- Meal Plan #4 (Clinical students only): 10 meals per week

##### *Meal Plan Accommodations*

Any student who must follow a specific diet may supply the Director of Dining Services with a prescription diet from the student's physician. Every effort will be made to accommodate the student's special dietary needs. The LMU Dining Hall serves breakfast, lunch, and dinner. A schedule of hours is posted in the cafeteria. Students with special schedules (student teaching, practicum, internship or clinicals) may discuss their class schedules with the Director of Dining Services for possible accommodations.

#### *Residency Expectation*

All full-time undergraduate students attending class on the Harrogate campus must reside on campus unless they are:

- At least 21 years of age regardless of class ranking
- Residing with a parent or legal guardian within 65 miles of campus
- Married and residing with their spouse

All student-athletes receiving any athletic aid, or recipients of the Trustee Full Tuition Scholarship, are required to live on campus as stated in the Athletic Handbook and in the Scholarship requirements. Residence halls are available to students who wish to live on campus. International students who are in the United States on I-20 forms must reside on campus. Each fulltime undergraduate student on the main campus must register with the Office of Residential Housing by completing a Housing Application or Housing Waiver Application. A petition for exception to the residency rule may be sent to the Office of Residential Housing.

## Room Assignments

Lincoln Memorial University believes that residence hall living is an educational experience that contributes to the development of each student. The residential experience provides many opportunities for students to meet friends, develop personal relationships, and learn to live and communicate with a diverse group of people. The Office of Residential Housing works to make approve requests as possible, but no assignment or roommate paring is guaranteed. As part of this process, returning students take part in housing status where they have the option to submit roommate and room preferences. The Office of Residential Housing coordinates all assignments, considering priority and availability once room assignments have been made, students are not permitted to make changes without prior permission of their Area Coordinator.

## Room Changes

A student who wishes to change rooms within his/her residence hall must have written permission from their Assistant Director in advance. A room change must be completed within 24 hours after the reassignment is authorized. Students need to be aware that room changes will occur after the first two weeks of classes and will result in an administrative charge of \$50.00. A student must complete check-out procedures of the vacated room with his or her RA to ensure that the room is left in proper condition. Any damage or cleaning charges assessed must be paid.

## Room Entry

The University reserves the right to enter a student's room under any of the following conditions:

- Health and safety inspections
- Maintenance or repairs
- Periodic pest control spraying
- To check for damages
- At the beginning of a break or holiday
- To quell disturbances
- For emergencies such as fire, injury, or illness of resident
- Periodic inspections and inventory
- Reasonable cause to suspect the violation of University policies
- Other reasons as stated in the presence of the resident

## Roommate Agreements

A Roommate Agreement is a form that is completed by all roommates. It serves as a catalyst for discussions regarding sharing a space and documents the compromises made for all involved to better utilize and enjoy the space provided. These agreements are available through the RA for your area. This form may also be used as part of a roommate mediation situation.

## Section 3: Amenities & Resources

### Bulletin Boards

Bulletin boards are provided in each of the residence halls in order to provide residents with information about activities occurring within the residence halls and around campus. Students are encouraged to read these boards frequently in order to be informed about campus life. Only Residential Housing Staff are permitted to post on the bulletin boards located within the residence halls.

### Cable

Lincoln Memorial University provides digital cable via either Vyve Broadband or Sunset Digital. One cable jack is installed in each bedroom and each lounge/living room. Cable boxes may be picked up from the Office of Residential Housing during normal business hours. Splicing/splitting of the cable line or tampering with the data ports is prohibited.

### Internet

Internet access is available in all residence halls on campus. Students must bring their own device to access the Internet from their residence halls. The LMU Network supports both Windows based and Apple Mac based computers. The IS Helpdesk is more familiar with Microsoft Windows environments, but can offer basic help for Apple Mac computers as well. Wireless-N is available in all residence halls on the main campus, and wired ports are also available in most rooms. To access the LMU Network and the Internet from your room, your computer must have either a Wireless B, G, or N card. To access the student wireless network, connect your computer to the network named LMU\_OpenAccess and enter your LMU MyLMU account credentials when prompted.

Students who wish to connect to the Internet will be required to keep their computers in compliance with IS policies, which will include installing a network access control (NAC) client on their local PC. This client is used by the University to assure that the student computer has updated virus protection, is running an authentic operating system and has all the necessary security patches for that operating system installed. This client is a non-intrusive application that can easily be removed when the student disconnects from the University's network. Students will not be allowed to connect to the network without this application.

If you have difficulty accessing the LMU Network or the Internet from your residence hall, contacting the IS Help Desk is preferred so that they are able to work with the resident directly, but as always you are able to contact the Resident Assistant (RA) for your residence hall/floor.

### Laundry

Laundry facilities are available for every residential student. On-campus apartments are equipped with washers and dryers. Laundry Rooms are available in each building for individual residents to use. All laundry is free of charge to residential students. If there are issues with a washer or dryer appliance, residents should contact the Residential Housing Staff for assistance.

### Lounge & Study Spaces

West, Liles, and LP Halls provide students with lounge areas. Lounge areas are available as study spaces and socialization. These lounge areas are open to students who reside in the building and are equipped with comfortable furniture and may some have recreational equipment.

### Recreation Spaces

Some residential facilities are equipped with indoor or outdoor recreational spaces. These include an outdoor basketball and sand volleyball court at the Village and an indoor gym at the University Inn.

These spaces are for community use and we ask residents to be respectful of other's right to use and enjoy these spaces.

### Vending machines

University Inn, West, Liles, and LP Hall have vending machines located on the first floor. Soda and snack machines are available to students; however, change is required to access these machines.



## 2021-2022 LMU Housing Agreement Terms & Conditions

Lincoln Memorial University (LMU) requires all students enrolled full-time, in onsite classes at the Main Campus, Harrogate, TN, that are at least 16 years of age prior to the first day of classes to reside in LMU Managed Housing (henceforth referred to as "Housing" or "Residential Housing") for the full academic year (Fall and Spring semesters). A student may apply to have this requirement waived if at least one of the following exceptions applies:

- Student is 21 years of age or older prior to the first day of classes;
- Student resides with an immediate family member (parent or legal guardian) within a 65-mile distance of campus; and/or
- Student is married and/or has dependent(s).

Students who are not required but choose to contract with Residential Housing are obligated through this contract for the full term of this contract as stated in the Contract Period and Occupancy section below.

This contract is effective once the application for housing has been submitted to the Office of Residential Housing and is binding for the full term of this contract as stated in the Contract Period and Occupancy section below.

Applicable policies, standards of conduct, and procedures may be modified or updated at any time and shall be binding as of the date published in the *Railsplitter Community Standards Guide* and the appropriate Academic Catalog for the Resident's program. Residents and applicants are bound by the terms in effect at the time of any event or occurrence. The electronic version of applicable policies, handbooks, standards of conduct, and procedures shall be the official current version. The *Railsplitter Community Standards Guide* is available at <https://www.lmunet.edu/student-life/handbooks>. Academic Catalogs are available at <https://www.lmunet.edu/academics/catalogs>.

### Contract Period and Occupancy

Initial: \_\_\_\_\_

The term of this contract is dependent upon where the Resident is assigned within Student Housing.

- a. Burchett, Dishner, Lafrentz-Poole (LP), Langley, Liles, McClelland, Mitchell, Norton, Peters, Pope, Shelton, and West Hall – The term of this contract is for the entire academic year (Fall and Spring semesters) or, if the contract is for accommodations after the beginning of the academic year, for that part of the academic year remaining upon the effective date of the housing contract. The contract becomes effective and enforceable immediately upon the date that it is submitted.
- b. Dawson, Lee, and Mars Hall and the University Inn – The term of this contract is for a modified calendar year or, if the contract is for accommodations after the beginning of the Fall semester, for that part of the year remaining upon the effective date of the housing contract. The contract becomes effective and enforceable immediately upon the date that it is submitted.

**Beginning of Occupancy:** The Resident is authorized to occupy the assigned space beginning on the date and time designated by Residential Housing for the Resident's assigned floor and/or residence hall or apartment. Any Resident moving into a residence hall or apartment before the date and time designated by Residential Housing must have approval from the Director of Residential Housing or designee and may be charged a daily rate in addition to standard housing fees. The Resident's failure to occupy the assigned space each semester by the seventh day of class entitles the University to cancel the student's assignment, assess appropriate fees, and assign the space to another individual. If Residential Housing receives written notification from the Resident's LMU email account that the Resident's arrival will be delayed, the University will attempt to hold, within reason, the original assignment

for the student. Failure to occupy an assigned space does not constitute a release from the housing contract with the University.

**End of Occupancy:** End of occupancy is applicable only if the Resident completes the full contract period and is dependent upon where the Resident is assigned within Student Housing.

- a. Burchett, Dishner, Lafrentz-Poole (LP), Langley, Liles, McClelland, Mitchell, Norton, Peters, Pope, and West Hall – The Resident may continue to occupy the assigned space for 24 hours after the completion of the Resident's last scheduled final examination or until 2:00p.m. ET on the day immediately following the last scheduled final examination according to the official University calendar, whichever is earlier. The Resident is expected to vacate the assigned space at that time. If this contract is terminated before the end of the contract period, the Resident may occupy the assigned room no later than 48 hours after the Resident is notified of the termination. These deadlines may be adjusted at the discretion of Residential Housing.
- b. Dawson, Lee and Mars Hall and the University Inn – If the Resident has requested an assignment for the following academic year, the Resident may continue to occupy the assigned space until the contract period ends. If the Resident does not intend to live in campus housing for the following academic year, the Resident may continue to occupy the assigned space until 2:00p.m. ET on the day after the End of the Spring Semester according to the official calendar for the Resident's Academic Program (not including Board or Remediation Exams).

**Holidays and break periods between/during semesters:** this contract does not provide for housing during the Thanksgiving break, winter break or Spring Break except for Residents of apartment buildings housing primarily Graduate and Professional students. During these breaks, meal plans are inactive. If there is a need to remain on campus for the break period, Residents must receive permission from the Director of Residential Housing or their designee. A fee may be associated with residing in the halls during the break.

## I. Financial Obligations

Initial: \_\_\_\_\_

- a. The Housing Contract is binding upon submission by the student applicant. Upon submission of the contract, the applicant is financially liable for rental fees and for terms of occupancy covered in the contract.
- b. The University's acceptance of this contract does not guarantee the Resident's assignment to a particular residence hall, apartment, room type, or location. The Resident acknowledges that any preference indicated in the application or communicated to Student Housing with regard to a specific residence hall, room type, location, or roommate request are preference only and cannot be guaranteed. Entering into this contract legally obligates the Resident to make payment to the University for the assigned space, regardless of any Resident-indicated preferences concerning a specific residence hall, apartment, room type, location, or roommate. Failure to honor the Resident's assignment preference will not void this contract.
- c. All fees, charges and/or fines associated with housing occupancy are charged to the applicant student's LMU account.
- d. Applicant students, although obligated to the terms and conditions of the housing contract, may not check into LMU-Managed Housing until payment or arrangements have been made with the Cashier's Office. Payment arrangements not received by the payment due date, will result in the loss of specific housing assignment. There is no guarantee that the specific housing assignment will be reinstated once payment and/or payment arrangements have been met. Housing spaces are reassigned based on housing demand and the availability of spaces.
- e. Student applicants must submit a housing deposit (\$200 for undergraduate students and \$500

for graduate and professional students) which will be held until the student permanently checks out of housing upon graduation or end of contract. Upon permanent checkout, the deposit or remaining portion (dependent on damage, lock change, extra cleaning charges, cancellation deadlines, etc.) will be credited to the student's open LMU account if the student has submitted the appropriate cancellation of housing form and after a final facility walkthrough.

- f. Incoming students must cancel their Housing Contracts in writing prior to July 1 for the Fall semester and December 1 for the Spring semester in order to receive a full refund. Requests must be submitted via email to the student's Area Coordinator or the Director of Residential Housing. Students who cancel their contracts after these dates forfeit their deposit.
- g. Students who are removed from housing, suspended or dismissed, as a result of the student conduct process, will be removed without refund. Additionally, if a student is placed on academic suspension from the university, the student will be removed from housing without refund.

## II. Contract Release Process

Initial: \_\_\_\_\_

- a. All obligations associated with this contract are binding. All requests for contract release must be made by the student in writing and submitted to the Director of Residential Housing.
- b. All housing and meal plan refunds are based on the refund policy stated in the appropriate Academic Catalog and Institutional Refund Policy as stated on the website at <https://www.lmunet.edu/admissions/financial-aid/institutional-refund-policy>.
- c. Students released from the contract after the cancellation deadline forfeit their housing deposit.

## III. Terms of Occupancy

Initial: \_\_\_\_\_

- a. LMU is an Equal Opportunity and Affirmative Action educational institution. LMU prohibits discrimination on the basis of race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, veteran status, sexual orientation, marital status, parental status, gender, gender identity, gender expression, and genetic information in all University programs and activities.
- b. Lincoln Memorial University (LMU) reserves the right to consider a student's or applicant's character, academic and behavioral record, criminal record, or other pertinent information in granting or denying housing, making related assignments or schedules; or imposing reasonable, appropriately-tailored requirements to protect the campus environment.
- c. This contract provides a space (not a specific room) in housing. Students are entitled to their assigned room until removal or relocation is deemed necessary by the Office of Residential Housing. The Office of Residential Housing reserves the right to change or cancel a student's room assignment or consolidate a room in the interest of order, health, and maximization of the use of residence space, disaster, for administrative reasons, or when it is determined, in its sole and absolute discretion, that the move is in the Resident's best interest or that of other community members, or when the Office of Residential Housing requires the space to conduct facilities maintenance including renovations after reasonable notice to the student.
- d. Action based on conduct shall not normally be taken against admitted students until the student has been afforded due process consistent with applicable LMU policies and procedures. However, Lincoln Memorial University reserves the right to take immediate reasonable action to protect the health or safety of people and/or property.
- e. In accordance with this contract, students who are confirmed and assigned to housing within Residential Housing are entitled to all services provided, as stated in the *Railsplitter Community Standards Guide* and published on the Residential Housing webpages.

- f. Lincoln Memorial University and the Office of Residential Housing are not responsible or liable for temporary outages of internet, cable, or other services, failure of water supply, electrical current, or heating/cooling systems; presence of insects or vermin; or the loss, damage, or injury to a Resident or his or her guest or the property of the Resident or guest. In the event of utility or facility disruptions, housing fees will not be reimbursed.
- g. Rooms may be occupied ONLY by students to whom they are assigned. Rooms may not be sublet to any other person(s). Room changes and building transfers may be allowed only after receipt of written approval by the Resident's Area Coordinator or the Director of Residential Housing.
- h. A student must be enrolled full-time with Lincoln Memorial University to reside in university-managed housing. Any exception to full-time status condition must be approved by the Office of Residential Housing. Students seeking an exception must do so in writing to the Director of Residential Housing. Dropping to part-time status after a semester starts will not terminate this contract. If space is available, the Office of Residential Housing, at its sole discretion, may permit a part-time LMU student to live in campus housing.
- i. Residential Housing reserves the right to determine the use of all rooms, lounges, common and public areas in the residence halls and apartments.
- j. The University reserves the right to enter the student's space for the purposes stated in the *Railsplitter Community Standards Guide*.
- k. The Office of Residential Housing reserves the right to establish additional rules or policies as necessitated by conditions or issues related to safety, care and cleanliness of facilities and for the preservation of good order. These rules and policies will be updated in the *Railsplitter Community Standards Guide* and provided to students through email announcement and/or mandatory hall meetings.

#### IV. Responsibilities

Initial: \_\_\_\_\_

- a. Residential students are responsible for knowing and observing all LMU and Residential Housing policies and procedures as stated in all LMU and Residential Housing publications including, but not limited to, the *Railsplitter Community Standards Guide*, Housing Agreement Terms and Conditions, and the appropriate Academic Catalog found on the LMU website.
- b. It is the responsibility of the Resident to complete a Room Condition Report (RCR) within 3 days of occupying the assigned space to report any damage to the assigned space. Failure to submit a completed RCR within the time specified will constitute conclusive proof of acceptance by the Resident of the room or apartment, its furnishings, and fixtures as being in excellent undamaged condition and acceptance of an issued key for the room.
- c. Students must keep rooms clean and orderly at all times. The cleanliness of the residence facilities is the joint responsibility of the student and the University custodial department. Charges may be assessed to students who fail to adhere to reasonable standards of cleanliness as outlined in the LMU *Railsplitter Community Standards Guide*.
- d. Residents are responsible for the care and proper use of all furnishings and equipment in the residence facilities. Every piece of furniture in the assigned space at the time the Resident moves in must stay in the space for the duration of residency. The Resident may not move, trade, or store furnishings from the assigned space. Residents may be charged for damage to, unauthorized use of, or alterations to furnishings or equipment provided in rooms or common areas. Students are jointly responsible for the care and proper use of lounges and other common or public areas. Vandalism or other improper care of rooms or public areas may result in fines and/or disciplinary action, including dismissal from housing without

- refund. In addition, students found responsible for tampering with or altering fire protection devices or systems will be subject to federal and state laws and fines, as well as LMU policies.
- e. The safekeeping of personal property is the responsibility of the student. Residential Housing urges every student to exercise all appropriate care to avoid theft and other loss or damage. LMU and Residential Housing are not liable for the loss of or damage to students' personal property, including but not limited to acts of God, theft, mechanical failures, electrical surges, water pipes breaking, sprinkler discharge, accidents or natural disasters. Residential Housing is not financially liable for temporary interruptions in service or utilities. LMU encourages all students to obtain Renter's insurance.
  - f. The Resident agrees not to loan and/or duplicate keys (if applicable) and/or University ID cards. All lost/stolen keys or cards must be reported immediately. Keys must be returned and cards will be deactivated when occupancy ends. Keys not returned will result in a rekey fee.
  - g. In cases where one occupant moves from the assigned space, the Resident who remains assigned to the space agrees to exercise one of the following choices provided by Residential Housing and in accordance with privatization guidelines and room change availability:
    - i. Request assignment to another room or that a specific roommate move into the unoccupied space.
    - ii. Demonstrate willingness to accept a roommate at any time as directed by Residential Housing, which means leaving the room or apartment in appropriate condition to accept another roommate any time during the contract period. The Resident does not have the option to reject a roommate assignment. Any inappropriate behavior, including not having the room or apartment in appropriate condition, as specified by Residential Housing, to accept another roommate or communication with the prospective roommate discouraging him or her from accepting the assignment, may result in relocation of the Resident to a new space and/or obligation to pay for a privatized room (if applicable), in addition to disciplinary action.
    - iii. Traditional hall Residents may request to privatize the room for the remainder of the academic year for an additional cost. Requests are granted by Residential Housing as space is available. Privatization is not available to Residents of six-person apartments.
  - h. Upon termination or normal expiration of the contract, the student shall remove all non-University-owned property from the premises. Any property that remains after checkout or termination shall be deemed abandoned and may be removed and disposed of by the University. The University is under no obligation to provide storage for abandoned property.
  - i. Electronic Mail ("E-Mail") messages sent to student's University-issued account along with myLMU announcements are the primary and official method of communicating with students. Students are responsible for reviewing/responding to such correspondence.

#### V. Miscellaneous

Initial: \_\_\_\_\_

- a. **Terms Appeals Process** Any appeals to the terms of this contract should be made in writing by the student and emailed to the Director for Residential Housing.
- b. **Severability** If any provision of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.

#### VI. Submission

Initial: \_\_\_\_\_

- a. In submitting the housing application contract, the student agrees to be bound by the terms and conditions of the contract. Submission of the contract serves as an acknowledgment to having read and understanding the terms and conditions of the contract and agreeing to be bound to the provisions.
- b. Students who submit their application contract agree to have their name, e-mail address, and telephone number made available to their assigned roommate/suitemates, as well as potential roommates. If a student would like their information to remain confidential, please e-mail the Director of Residential Housing.
- c. Students who submit the housing application contract agree to be bound by the length of residency defined in the contract submitted.
- d. Acceptance of this contract by the University does not constitute a commitment of admission to the University

Student Name (Printed): \_\_\_\_\_ Student ID Number: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian signature (if student is under 18): \_\_\_\_\_ Date: \_\_\_\_\_