



## Railsplitter Community Standards Guide

### 2020-2021 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 Office of Enrollment & Student Affairs!

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 Affairs, 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.

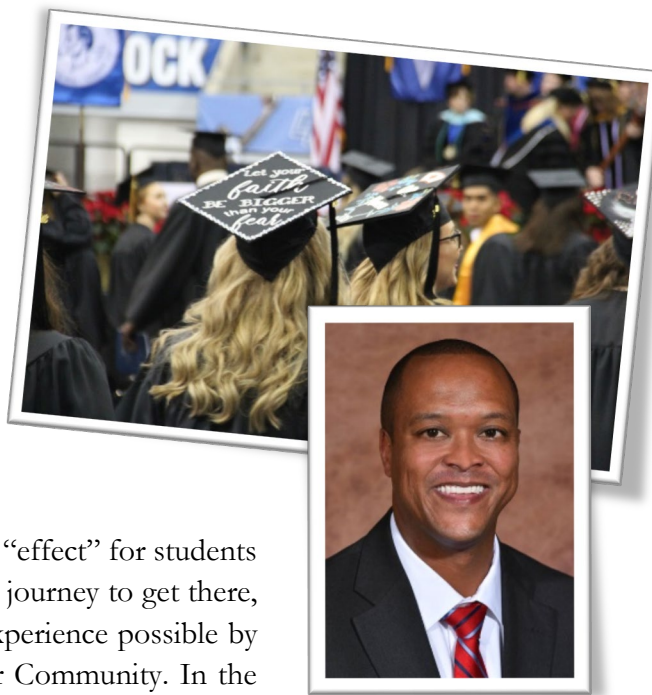
In the following pages, you will find some helpful information that details our expectations for the Railsplitter Community. In order for our community to thrive, we must all own our part in fostering an atmosphere of respect: for each other, for our beautiful campus & facilities, and for our own personal 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



## Railsplitter Community Standards

This Standards Guide consists of the necessary information, policies, procedures and guides to help students enrolled at Lincoln Memorial University thrive as members of the Railsplitter Community. Regardless of student level (undergraduate, graduate, or professional), the following guide will assist students in navigating the University system, provide them with University standards, guidelines, and procedures, as well as 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 Enrollment & Student Affairs is responsible for the *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 LMU Student Handbook (ONLINE), 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 Vice President for Enrollment Management and Student Services, 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 the 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 the 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.

## Respect for Health, Safety, & Welfare Community Standards

LMU is committed to the personal and academic excellence of each student 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 has a responsibility to each of the students at LMU to ensure that an atmosphere of education and mutual respect is fostered through upholding the *Code of Conduct* as outlined in the *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, as well as to 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, behavior of students 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 which 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, 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 to 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

### **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.

already been made aware of the emergency at the time the student makes contact, amnesty is not 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 and crockpots.
- 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.

### Section 4.1- Arson & Fire Safety

- 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 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 10:00PM-10:00AM, Sunday evenings through Friday mornings. Weekend quiet hours are observed from Friday evening through Sunday morning during the hours of 12:00AM-10:00AM.
- C. During exam periods, a 24-hour quiet period will be enforced 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

- 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

- A. Behavior that would be considered unbecoming or which 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. To be compliant, associated with, or to be present during the act by another that constitutes a violation of the Student Code of Conduct.
- D. To be present, but take 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 (Residential)

- A. University-owned residence hall furniture must remain in the designated room. Students are not permitted to move furniture 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 designed exclusively to support and raise furniture.

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

- 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

- 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.

#### 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. Non-carnivorous fish are the only pets allowed. Tanks for such fish should not exceed 10 gallons.

- B. Animals are strictly prohibited in the halls, unless authorized under the University's policies pertaining to service animals and emotional support animals.

#### Section 16- Public Law

- 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

- 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 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.

#### 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. 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.

#### 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 or 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.

*See the "Procedures" section of the Residential Section of this Guide for additional information regarding Trash and Cleanliness.*

#### Section 24.1- Unauthorized Entry

- 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 the "Procedures" section of the Residential section of this Handbook for additional information regarding Keys.*

#### Section 25- Guests (Residential)

*Due to the ongoing fluidity with COVID-19 and the global pandemic, for Fall 2020, LMU will be requesting that visitors who are not members of the residential Railsplitter Community be limited to the hours of 8 am- 10 pm (M- Sun.). Due to safety concerns with regard to external guests staying on campus, LMU is requesting that for Fall 2020 all members of the Railsplitter Community adhere to policy by not having external guests in residential facilities. Any exceptions or exemption requests must be submitted to the Office of Residential Housing at least 72 hours in advance of guest's anticipated arrival on campus.*

**During normal campus life, the following policy applies to all guests:**

- 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.
- B. All guests must register with the Office of Residential Housing in order to visit and be present in any residential facility on campus.
- C. Regular Visitation hours for all residence halls is from 8:00AM – 2:00AM 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.
- D. 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), Guests may only use the restroom facilities specific to the guest's gender and only with the host/hostess standing by the outer door.
- E. Guests may not be provided with an access card or key to any residential facility.
- F. 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.
- G. Children are not allowed in residential facilities at any time. 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 Parking Services.
- J. Guests must register as an overnight guest at least five (5) business days prior to 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 or actually registers fraudulently in order to avoid room and board costs; or 3) assists another in staying without permission or attempting or actually 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.

## 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

*Due to the ongoing fluidity with COVID-19 and the global pandemic, the University continues to create and implement policies to ensure the safety of students, faculty, and staff. In light of the changing nature of the situation, all COVID-19 related policies and updates can be found at: <https://www.lmunet.edu/covid.php>. This may necessitate that conduct meetings are convened and conducted via a virtual platform.*

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

### *The Office of the Vice President and Dean of Enrollment & Student Affairs*

The Office of the Vice President & Dean of Enrollment & Student Affairs oversees the Director of Student Conduct & Community Standards, and has ultimate oversight of the Code of Student Conduct and Conduct Process for LMU. Incident Reports and Complaints about potential violations of The Code as well as any inquiries concerning the overall conduct process should be first directed to the Director of Student Conduct and Community Standards. This Office of the Vice President & Dean of Enrollment & Student Affairs is located in Grant Lee.

### *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 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 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 Code of Student Conduct within this document.
4. **Right of Confidentiality.** Student 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, if the student is on campus or in university facilities, the student will be expected to vacate campus 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.

### *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 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 audio recorded for purposes of making a record of the hearing. The Panel members' deliberation discussions shall not be audio 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 Vice President & Dean of Enrollment & Student Affairs within three (3) business days of receipt of the Conduct Resolution Panel determination.

The Office of the Vice President & Dean of Enrollment & Student Affairs 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 Vice President & Dean of Enrollment & Student Affairs shall work with the chair of the Student Appeals Committee to convene a Student Appeals Committee (within 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 Vice President & Dean of Enrollment & Student Affairs may designate an alternate non-voting Chair. A review by the Appeals Committee is not an opportunity to re-hear 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*

The Office of the Vice President & Dean of Enrollment & Student Affairs, in concert with the Director of Student Conduct & Community Standards, reserves the right to alter the conduct process during the summer months and/or when school is not in session in order to address conduct issues in a timely manner. This alteration in process may include but is not limited to use of distance technology, extension of outlined timeframes to accommodate lack of personnel, etc.

## Appeals Form

Last updated: January  
2020

As outlined in the Lincoln Memorial University 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.

**Full Name:**

**LMU ID Number:**

**Submission Date:**

There are three (3) reasons an appeal may be considered by the Office of the VP/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*

**Appeal Request:** Please address your request to the VP/Dean of Students. 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 VP/Dean of Students.

## 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 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>Intentio</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

<i>nal Reckless Causing of a Fire)</i>	<b>Reflect</b>	Consistent with Circumstan ces	Consistent with Circumstan ces	N/A
Section 4.1B- Arson ( <i>Tamperi ng or misuse of Fire Equipme nt</i> )	<b>Reestablish and Repair</b>	Probation	Suspension	Expulsion
	<b>Reimbu rse 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 Circumstan ces	Consistent with Circumstan ces	Consistent with Circumstan ces

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
Section 4.1C Arson ( <i>Failure to Evacuate During an Alarm</i> )	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension
	<b>Reflect</b>	Consistent with Circumsta nces	Consistent with Circumstanc es	Consistent with Circumstanc es
Section 4.1.D Arson ( <i>False reporting fire, bomb threats, etc</i> )	<b>Reestablish and Repair</b>	Suspension	Expulsion	N/A
	<b>Reflect</b>	Reflection Paper	N/A	N/A
Section	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension and/or Eviction

4.2- Arson & Fire Safety (Residen- tial) <i>(Candles, inappropri- ate extension cords, etc)</i>	<b>Reflect</b>	Consistent with Circumsta- nces	Consistent with Circumstanc- es	Consistent with Circumstanc- es
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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

Violation	Type of Sanction	1st Violation	2nd Violation	3rd Violation
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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	<b>Reestablish and Repair</b>	Suspension	Expulsion	N/A
	<b>Reflect</b>	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- Noncompliance	<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>	Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>	Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>	Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>
	<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 14- Noncompliance	<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>	Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>	Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>	Minimum \$150 fine <i>(in addition to actual cost for any damages)</i>
	<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
	<b>Reestablish and Repair</b>	Written Warning	Probation	Suspension

Section 20- Storage	<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>	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 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 23- Trash & Cleanliness (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>	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

## Respect for Housing Operations Community Standards

Residential Housing on a university campus can be one of the most meaningful ingredients 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 in as healthy a way as possible, and to make your living experience both educational and enjoyable. You will meet individuals who will become lifelong friends, given the opportunity to expand your sense of community service and you will improve your leadership skills. In addition to the policies outlined in the Lincoln Memorial University Student Handbook, the Residential Student Handbook serves as a community living standard that all residents are expected to uphold.

### Section 1: Residential Housing overview

#### Residential Housing Staff

*Director of Residential Housing:* Travis Smith

*Assistant Director of Residence Life:* Evelyn Farmer

*Area Coordinators for Residence Life:*

- Lasha' Woodward,
- Akilah Peterson,
- Vacant (TBA)

*Resident Assistants (RAs)*

#### 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 which 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, comedians, 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

*Due to COVID-19, Residential programming will be adjusted to accommodate social distancing practices and any necessary University policies related to the ongoing COVID-19 situation.*

The programming efforts of the Resident Assistants seek to challenge students to grow and develop in many dimensions. These dimensions are designed to grow residents in 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, Area Coordinator, or the Director of Student Activities & Engagement to communicate their interests directly.

### Hours of Operation

*Due to COVID-19, the Office for Residential Housing practices will be adjusted to accommodate social distancing practices and any necessary University policies related to the ongoing COVID-19 situation. Visitors are asked to wait to be seen one at a time in the offices.*

The Residence Life Staff is available 24/7 for students living in campus housing. On-campus residents dial (423) 869-6500 for 24/7 access to professional Residence Life Staff on campus. 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 for Residential Housing is open from 8:00AM-4:30PM or as posted. Residence Life Staff are on duty from 4:30PM to 4:30PM the following day. During that time, each staff member is on duty from 4:30PM-10:00PM and is “on call” from 10:00PM-4:30PM until his/her shift ends. Residence Life 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

*Due to COVID-19, the practices and procedures will be adjusted to accommodate social distancing practices and any necessary University policies related to the ongoing COVID-19 situation.*

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 Residence Life Staff during these breaks will be charged for staying the break.

### Summer Housing

*Due to COVID-19, the practices and procedures will be adjusted to accommodate social distancing practices and any necessary University policies related to the ongoing COVID-19 situation.*

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 off the regular semester charges for the building being utilized.



## SECTION II: PROCEDURES

### Check-In Procedures

All students are required to check into the residence hall to which they have been assigned. The RA or AC 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 AC 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 AC, 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.

*In response to COVID-19 and social distancing guidelines, students may be asked to wait outside the room during inspections to allow for proper social distancing during inspections and room checks.*

### Area Meetings

Regular area meetings are held during each semester to provide students with information relevant to their area and residence life 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.

*In response to COVID-19, area meetings will be limited and held online or only in locations that allow for social distancing to be followed. Residents will be notified via their LMU email address regarding these meetings.*

### 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*

*In response to COVID-19, the University continues to create and implement policies to ensure the safety of students, faculty, and staff. In light of the changing nature of the situation, all COVID-19 related policies and updates can be found at: <https://www.lmunet.edu/covid.php>*

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 AC 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. Interior hallways of lower floors will be the best location to avoid injury. Flashlights and battery radios would be helpful, 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 warning 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, 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 Residence Life 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 Residence Life 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, Residence Life 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.

*In response to COVID-19 and social distancing guidelines, students may be asked to wait outside the room during inspections to allow for proper social distancing during inspections and room checks.*

#### *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 Student Handbook 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/administration/maintenance-request>

Residents are also welcome to notify their Resident Assistant or their Area Coordinator. 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 it is not being utilized by Facilities and Maintenance,

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.

## Housing Deposit

If a student chooses to live on-campus, his/her housing application must be returned to the Residential Housing Office 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 Residence Life Office 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 check-out 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: 19 meals per week
- Meal Plan #2: 15 meals per week/150 flex dollars
- Meal Plan #3: 10 meals per week/300 flex dollars

### *Meal Plan Accommodations*

Any student who must follow a specific diet may supply the Director of Food 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 cafeteria 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 Food 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 full-time 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 Residence Life Office 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 Residence Life Office 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 Area Coordinator 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 III: 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

*In response to COVID-19, the University continues to create and implement policies to ensure the safety of students, faculty, and staff. In light of the changing nature of the situation, all COVID-19 related policies and updates can be found at: <https://www.lmunet.edu/covid.php> . This may include the temporary closure of 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.



## Section IV: Residential Policies

### Section 1. Alcohol

Sale and distribution of alcohol on campus is prohibited. If of age, any individual who brings an alcoholic beverage onto a residential space must convey the substance in a sealed container that also reasonably conceals its contents. Alcohol related games (i.e. beer pong, flip cup etc....) are not permitted in the residence halls.

#### *Undergraduates*

Any person residing in undergraduate housing may not possess, consume, or be in the presence of alcohol within a residential unit. Empty alcohol containers are not permitted in residential spaces including and not limited to: liquor, kegs, home brew or kits of any kind.

#### *Graduate Residents*

Graduate students who are 21 years or older 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.

### Section 2- Appliances

Cubical refrigerators are permitted, but roommates are required to share rather than to have more than one per room. Refrigerators larger than 3 cubic feet are prohibited.

Provided Appliances within residential spaces should be well maintained, including but not limited to regular cleaning, and proper use.

Appliances with heating elements other than coffee pots, slow cookers, and popcorn poppers are not allowed in the residence halls

No grills of any type are allowed 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 3- Fire Safety

Candles, open flame lamps, halogen lamps, extension cords, and incense are not permitted in rooms.

Items should not be hung from nor attached to the ceiling as this is prohibited due to fire safety regulations.

To ensure that the smoke and/or heat detectors, and other fire safety equipment serve their designed function, dismantling, covering, or otherwise altering the equipment is prohibited.

### Section 4- Courtesy & Quiet Hours

Residents are expected to display respect towards other community members and therefore outside of quiet hours, should maintain a reasonable volume or tone. In the event that a resident is approached

about being quiet outside of quiet hours, they should be courteous to the request and maintain a lower volume immediately.

Residents are expected to observe quiet hours for twelve-hour sessions (10:00PM-10:00AM) Sunday evenings through Friday mornings. Weekend quiet hours (Friday evening through Sunday morning) are condensed to 12:00AM-10:00AM.

To help promote an intense study period, there will be 24-hour quiet hours 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 5- Furniture

University-owned residence hall furniture must remain in the room. Students are not permitted to move furniture, including mattresses from apartment suite living rooms into a bedroom. Under no circumstances may furniture leave the building or common areas.

Outside furniture is not permitted unless approved by your Area Coordinator or the Director of Housing and Residential Housing.

Carpets and rugs are permitted in residence hall rooms as long as they are not affixed to the floor.

Bed risers may not exceed 12" and must be professionally manufactured exclusively for that purpose.

### Section 6- Keys & Doors

Residents are issued room and/or suite keys upon check-in. Residents are not permitted to duplicate or lend keys to others.

Exterior doors should remain secured.

### Section 7- Pets

Non-carnivorous fish are the only pets allowed. Tanks for such fish should not exceed 10 gallons. Animals are not permitted to visit in the halls for any period of time.

### Section 8- Space Personalization

Residents who are equipped with personal bathrooms are expected to provide their own toilet tissue and shower curtains, and rods.

Residents are responsible for removing any decorations and/or anything else not provided by the University prior to checking out of the room.

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.

String lights are permitted as long as they do not get hot to the touch.

Residents are not allowed to paint the walls of their residential space.

Items should not be hung or attached to the ceiling as this is prohibited due to fire safety regulations.

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.

Residents are required to remove anything that was not originally in the room including all adhesive strips and putty.

Residents are responsible for any damage caused by decorating and/or personalization.

#### Section 9- Storage

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 10- Trash and Cleanliness

Residents are responsible for the cleaning of individual rooms and supplies, equipment, and labor are the shared responsibility of the roommates.

Students should bag their trash, and ensure it is properly disposed of, please refer to the trash disposal section of this handbook.

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. If trash and cleanliness become an issue then fines may be assessed as stated within the trash disposal section.

#### Section 11- Vandalism & Damage

Vandalism of any kind will not be tolerated.

*See the "Procedures" section of the Residential Handbook for additional information regarding Damages.*

#### Section 12- Visitation & Guests

*Due to the ongoing fluidity with COVID-19 and the global pandemic, for Fall 2020, LMU will be requesting that visitors who are not members of the residential Railsplitter Community be limited to the hours of 8 am- 10 pm (M- Sun.). Due to safety concerns with regard to external guests staying on campus, LMU is requesting that for Fall 2020 all members of the Railsplitter Community adhere to policy by not having external guests in residential facilities. Any exceptions or exemption requests must be submitted to the Office of Residential Housing at least 72 hours in advance of guest's anticipated arrival on campus.*

Visitors and Guests are expected to follow all University policies and procedures. Residents accept responsibility of the actions of their visitors or guests.

During times of normal campus operations, the following procedures and policies apply:

##### *Visitors:*

*In addition to the aforementioned, in response to Covid-19, housing staff will disperse large crowds of visitors. Crowds will be evaluated based of the capacity of the individual room and can vary from one building to another.*

Visitors are defined as residential LMU students. Visitation hours for all residence halls will be from

8:00AM – 2:00AM on weeknights (Sunday-Thursday).

Visitation on the weekends (Fridays and Saturdays) are not limited to specific hours as long as all roommate(s) are amenable to the visitor in the residential space.

Visitors must be escorted by their host/hostess at all times when in the residence halls. In West and Liles, visitors/guests may only use the restroom facilities on the floor specific to the visitor's gender and only with the host/hostess standing by the outer door.

#### *Guests:*

*Due to COVID-19, please see above for specific information regarding guests/visitors.*

Guests are defined as anyone not currently assigned to an LMU residential space. A residential student may host an overnight guest in the residence hall providing the Residential Housing Office is notified and the guest is registered, the roommate is agreeable, the guest stays no more than two sequential nights, and the guest is not a perpetual visitor.

Guest registration must coincide with the visitation hours for residential students and therefore are approved at the discretion of the Residential Housing Office.

The host is responsible for obtaining a temporary parking pass from Campus Police and Security.

Guests must be escorted by their host/hostess all times regardless of the building or residential community.

Any student who stays in a residence hall without permission from the Residential Housing Office, attempts to register fraudulently in order to avoid room and board costs, or assists someone else in doing so is subject to full charges for that semester's room and board and/or suspension.

#### *Section 13- Windows*

No objects may be hung or thrown from windows.

Stereos may not be played out of windows.

Windows should not be used as an entry or exit to a residential space unless there is an emergency related threat.

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.

## 2020-2021 LMU Housing Agreement Terms & Conditions

Lincoln Memorial University (LMU) requires all students enrolled fulltime, 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 "Residence Life") 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 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 Residence Life 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 Residence Life 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 Residential Student Handbook, Student Handbook, 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 LMU Residential Handbook and the LMU Student Handbook are 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 (L.P.), 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 Residence Life 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 Residence Life must have approval from the Director of Residence Life 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 Residence Life 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 (L.P.), 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 Residence Life.
- 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 Residence Life 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-in to 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 and 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 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 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 Residence Life. 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 Residence Life.
- 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 Residence Life. The Office of Residence Life 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 Residence Life 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 Residence Life are entitled to all services provided, as stated in Residence Life publications located at <https://www.lmunet.edu/student-life/housing-and-residence-life>.
- F. Lincoln Memorial University and the Office of Residence Life 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 Residence Life.
- 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 Residence Life. Students seeking an exception must do so in writing to the Director of Residence Life. Dropping to part-time status after a semester starts will not terminate this contract. If space is available, Residence Life, at its sole discretion, may permit a part-time LMU student to live in campus housing.
- I. Residence Life 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 Residential Student Handbook.
- K. Residence Life 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 Residential Handbook 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 Residence Life policies and procedures as stated in all LMU and Residence Life publications including, but not limited to, the Student Handbook, Housing Agreement Terms and Conditions, and the Residential Handbook 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 Residential Handbook.
  - 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. Residence Life urges every student to exercise all appropriate care to avoid theft and other loss or damage. LMU and Residence Life 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. Residence Life 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 Residence Life and in accordance with privatization guidelines and room change availability:
    - a. Request assignment to another room or that a specific roommate move into the unoccupied space.
    - b. Demonstrate willingness to accept a roommate at any time as directed by Residence Life, 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 Residence Life, 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.
    - c. Traditional hall Residents may request to privatize the room for the remainder of the academic year for an additional cost. Requests are granted by Residence Life 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 LMU-provided 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 of Residence Life.
- 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 acknowledgement 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 Residence Life.
- 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: \_\_\_\_\_