

# STUDENT HANDBOOK FY23

Academic Year 2022 - 2023



**This Handbook is intended for all Visible Music College students at every site and online. If you also attend a partner school, additional student policies may apply.**

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Fax 901.377.0544

# INTRODUCTION

## **Introduction to the Student Handbook: Visible Community**

In his book The Cost of Discipleship, Dietrich Bonhoeffer describes the Church as the "visible community." With this phrase, Bonhoeffer summarizes what Jesus said when he called His first followers to be the salt of the Earth and the light of the world — Jesus called them (and us) to be visible so that others will see the glory of God. Jesus said "Let your light shine before men that when they see your good deeds they will praise your Father in heaven."

We are followers of Jesus and are a part of bringing his kingdom 'on Earth as it is in Heaven.' In other words, we want you to be salt and light! We want the same to be true of you in the Christian community at Visible Music College. We are a part of the Church here. The college should not be your replacement for the local church - rather, an extension of it.

**Our vision is that the student body of Visible Music College will embody that community definition.** This is our heart and vision for our students. The tricky part is that you get to live this out in community with others. When it is done right, living in a true, biblical community with others is difficult and painful. It is also, however, beautiful, powerful, and an agent to bring healing to our broken world.

Because living in Christian community can be challenging, we have certain expectations and values for you that should flow out of a person who has been gripped by the grace of God. These expectations and values will only help you be united as a community and so be salt and light in the city. This Student Handbook serves as an agreement between you and the institution, and it is a foundational document that we can all go back to should you need clarification about expectations and values in the future. You will also find important information in the handbook that we think you will need during the school year so you will know how to navigate community life at Visible. Through this information we have tried to answer any questions that might arise but always feel free to ask if anything is confusing about living in community at Visible Music College.

God the Father made himself visible by sending his Son, and God the Son made the Father visible by laying down his life for the world. Now, may God the Holy Spirit encourage you to lay down your lives for one another, empowering you to be visible at this college, in this city, and in the world.

Once again, welcome to Visible Music College and have a great year!

### **Dr. Ken Steorts**

Acting VP of Students

President, Visible Music College

# EMERGENCY NUMBERS

## Fire/Ambulance/Police call 911

To reach the below numbers dial phone number 901.381.3939 and enter the extension.

VP of Academics -  
Office of Students - **Jeremy Louison** mobile 347.645.9616  
Business Office - **Toni Melton** x 227  
Ministry Placement - **Ben Rawley** x 239  
Operations/IT - **Heath Benson** x 226  
Registrar - **Sunethra Guy** x 225

Al-Anon	901.323.0321
Alcohol Abuse 24-Hour Assistance	800.234.1253
Alcoholics Anonymous Helpline	901.726.6750
Cocaine Anonymous Hotline	901.725.5012
Memphis Crisis Center	901.274.7477
Lakeside Needs Assessment & Referral Center	901.377.4733
Narcotics Anonymous	901.276.5483
Parkwood Hospital	901.521.1400
Rape Crisis (Shelby County Rape Crisis Center)	901.222.4350
St. Francis Behavioral Health Services	901.765.1400
Suicide and Crisis Intervention	901.274.7477 or 1.800.SUICIDE
Overeaters Anonymous Hotline	901.860.4990

Memphis Police Non-Emergency Number	901.545.2677
Sheriff's Office Non-Emergency Number	901.222.5500

# TABLE OF CONTENTS

[Introduction](#)

[Emergency Numbers](#)

[Who We Are](#)

[Visible Honor Code](#)

[Presence of God](#)

[Practice of Presence and Community](#)

[Statement of Faith](#)

[Foundational Scripture](#)

[Visible Values](#)

[Institutional Philosophy](#)

[Disciplines](#)

[Institutional Philosophy of Education](#)

[Institutional Educational Objectives](#)

[OFFICE OF STUDENTS](#)

[VISIBLE CODE OF CONDUCT](#)

[DISCIPLINARY ACTIONS](#)

[STUDENT TEAM](#)

[SERVICE AND OUTREACH](#)

[STUDENT SERVICES](#)

[COMPUTER SERVICES](#)

[GENERAL EMERGENCY GUIDELINES](#)

[STUDENT RIGHTS AND RESPONSIBILITIES](#)

[GRIEVANCE POLICY AND PROCEDURE](#)

[INTELLECTUAL PROPERTIES](#)

[STUDENT HOUSING](#)

[STUDENT HOUSING AGREEMENT](#)

[COMMUNITY SCHOLARSHIP](#)

[ON CAMPUS VISITOR REQUEST](#)

[OFF CAMPUS OUT OF ROOM FORM](#)

[Visible Music College Title IX Sexual Harassment Policy](#)

[Section 1: Introduction](#)

[Section 2: Definitions](#)

[Section 3: Reporting Sexual Harassment and Preservation of Evidence](#)

[Section 4: Initial Response to Reported Sexual Harassment:](#)

[Section 5: Formal Complaint:](#)

[Section 6: Grievance Process](#)

[Section 7: Appeals](#)

[Section 8: Informal Resolution Process](#)

[Section 9: Emergency Removal and Administrative Leave](#)

[Section 10: Recordkeeping](#)

[Section 11: Additional Conduct Violations Related to This Policy](#)

[Section 12: Violations of Law](#)

[Appendix A](#)

[Appendix B](#)

[Visible Music College Title IX Non-Harassment Discrimination Policy](#)

# WHO WE ARE

Visible Music College is a special place for God. Faith-filled, determined. Free in Christ and bound to a mission. Visible Music College is a place where spiritual, professional, and academic growth is promoted equally - staff, students, and supporters constantly engaged in living out the "salt and light" concept of Dietrich Bonhoeffer's seventh chapter of *The Cost of Discipleship* - *visible community!*

Visible. Music. College.  
Global. Spiritual. Professional. Academic. Visible.  
Together. Inspired. Drive. Focus. Welcome.

Visible Music College is more than just an institution of higher learning, offering degrees and training. It is more than just a musical community excelling in music, creativity, and cultural impact. Visible is more than individuals serving God through using our skills and pursuing our calling. Our greatest desire and belief is that true Christian community, though made up of flawed individual believers, transforms the lives of students anywhere in the world, through discipleship, mentoring, prayer, the presence of God the Holy Spirit, and an abiding sense of humility and kingdom vision.

We are not a church, but we belong to the Church universal. Church with a capital C. The body of Christ. We are striving to serve the greater Church in developing music and creative support people for the greatest mission of all - serving God, representing Christ to the world, and caring for one another as people. We intend to genuinely educate next generation leaders in the areas of music and the arts, management, business, technical skill, and service to the Church and to all of God's people. Visible Music College has a high regard for church planting and worship training for churches of all sizes around the world and expects that we will specialize in preparing creative people for church planting and increase globally.

We list here and describe briefly some important books, aside from the Holy Bible, that we value and have utilized in crafting our Institutional Statements and community practices.

Our foundational scripture is from Colossians 1:

*<sup>15</sup> The Son is the image of the invisible God, the firstborn over all creation. <sup>16</sup> For in him all things were created: things in heaven and on earth, **visible** and invisible, whether thrones or powers or rulers or authorities; all things have been created through him and for him. <sup>17</sup> He is before all things, and in him all things hold together. <sup>18</sup> And he is the head of the body, the church; he is the beginning and the firstborn from among the dead, so that in everything he might have the supremacy. <sup>19</sup> For God was pleased to have all his fullness dwell in him, <sup>20</sup> and through him to reconcile to himself all things, whether things on earth or things in heaven, by making peace through his blood, shed on the cross.*

Our foundational book from whence we got our name, Visible:

[The Cost of Discipleship](#), Dietrich Bonhoeffer

The book that gave us our name. The true cost of following Jesus in all of life and how to be more like Jesus in public and private life. Chapter 7 is entitled "The Visible Community," from which we draw our name. Bonhoeffer describes the church universal (the Church with a capital C) as "the **visible** community" of the invisible God (Colossians 1) and encourages Christians to be "salt and light" in the world. We value this as our charge to not hide from public life in a fearful Christian subculture, but rather engage culture and influence the world around us with good news of Jesus Christ, the gospel.

Bonhoeffer's classic book on Christian community outlines our desire for community:

[Life Together](#), Dietrich Bonhoeffer = Classic Bonhoeffer treatise on Christian community. This book explores the depth of simplicity but difficulty of attaining Christian community. By submitting ourselves to Christ we find community.

# VISIBLE HONOR CODE

Ten disciplines we encourage for guiding Christian college community and growing together in Christ.

*Because of God's great love and mercy for us, we agree to...*

1. **Honor** God in daily relationship.  
Pray to the Father. Be a follower of Jesus. Listen to God the Holy Spirit.
2. **Serve** one another.  
Believe the best about one another. Give access to others to succeed and be motivated for godly service. Serve customers as a community, including assisting in wayfinding on campus.
3. **Love** one another.  
Talk well about one another, without gossip and rumor. Speak truthfully and be honest in all work.
4. **Celebrate** one another's success.  
Hold confidential information confidential and fight sarcasm, apathy, and negativity.
5. **Support** those around you to do work.  
Concerns go to your support person, for understanding and community solutions. Give access to what is needed to succeed.
6. God's solution is **Simple**.  
Simplicity is the answer that contains His grace. Bless people with it.
7. Lead with powerful **Meekness**.  
Don't fear change. Allow God to stretch us and keep us on the difficult path of dependence on Him.
8. Education through **Generosity**.  
Endeavor to bring order to what is out of order, in lives and systems, with grace and mercy.
9. **Work** as unto the Lord, as employees and community members. Value and **encourage** godly vision, "hustle," development, and entrepreneurship.
10. Develop **Character** in self, recognize and value character in others, and be true to God's values and those of the College.

*"Everybody can be great. Because anybody can serve. You don't have to have a college degree to serve. You don't have to make your subject and your verb agree to serve.... You don't have to know the second theory of thermodynamics in physics to serve. You only need a heart full of grace. A soul generated by love." - Martin Luther King, Jr.*

# PRESENCE OF GOD

At Visible Music College, we are committed to honoring orthodox Christian belief, and we are primarily concerned with living life with God in every moment and together as Christian community. We don't do this on our own strength, but by the presence of God the Holy Spirit daily. Hour by hour, minute by minute, we need the Holy Spirit to guide our thoughts, words, and actions toward and alongside one another to walk in community. We value the presence of God. His engagement in the lives of the staff and students daily is vital to the college's long term success.

Many who spend time in the presence of God will receive and express spiritual giftings of the Holy Spirit as described in 1 Corinthians 12. All for serving one another. All Christians who spend time with God the Holy Spirit should regularly express the fruit of the Holy Spirit, described in Galatians 5. Fruits of the Spirit are common with people who walk in freedom, a part of the normal Christian life. When the gifts of the Holy Spirit are present, thinking does not cease, but becomes more acutely aligned with the mind of Christ, the wisdom of God, and the actions that Jesus would do. As the founding tradition of the college is bathed in great sensitivity to the presence of God, one focus of the community of Visible Music College is to highly desire the biblical presence, gifts, and fruit of the Holy Spirit.

Many of the staff and students are "spirit-filled" or "pentecostal" (using the term as described and used in *Thinking in Tongues*, by James K. A. Smith), that is, belonging to or identifying with traditions of churches who acknowledge and promote the biblical expression of the Holy Spirit gifts. Visible Music College seeks to honor these expressions within biblical guidelines and to encourage a fullness of spiritual life in the college within the bounds of biblical Christian community. A maturing understanding and adherence to the principles of spiritual authority in the expression of these gifts will keep a spiritual, professional, and academic community and workplace alive with the good effects of many vibrant spiritual lives submitted to Jesus Christ.

# PRACTICE OF PRESENCE AND COMMUNITY

Important books and ideas have also formed Visible Music College and are vital to the leadership and directional community flow of the one college in multiple locations.

*The Call*, by Os Guinness, explains the first and foremost call of every believer is to be a Christian, to serve God, to be a kingdom person. Once this is established in us, we can examine the freedom God has given us in pursuing a "calling" in music or education or counseling or speaking, whatever we find joy in doing. Identity in God remains a highly valued truth in Visible Music College and this book helps define this.

*Connecting* and *Soul Talk*, by Larry Crabb, are books that explain the prevailing ministry model at Visible Music College where relational ministry can change other believers' lives without the immediate daily need for a professional pastor or counselor with every situation. Community heals people. Of course, we also value therapy and counseling, but community is foremost for pastoral care of the Church.

Our student and staff leadership philosophy is to see yourself, see God, and **BE VISIBLE**.

We wish for our students to become leaders to their best ability in the Church and culture. We inspire student creators to work through expected failure, overcoming sin and daily trials, presenting themselves and the gospel well, performance coaching for all art forms and styles, being an excellent student before, during, and after college, enjoying ample professional development, overcoming immature attitudes, recognizing sabotaging behaviors, and shining light in their own life and into the world. We recognize the disadvantages of rampant cynicism, rebelliousness, aloof and opinionated lives, quiet fear, or insecurity and the advantages of follow through, authority, relationships, communication, sharing of ideas, creation, connection, collaboration, good talk, partaking in the "secret life of opportunity", and positivity. We help our students and staff to build social capital, not be afraid, and declare that we are not afraid as the Visible Music College community. We know this looks different in everyone and we aim towards freedom in Christ and love casting out fear in our corporate and personal life. These life principles are valuable, in some way across our campuses, and within our rhythms.

Our Visible discipleship and worship model is to have consistent life goals, development plans, and built-in natural progressions in the lives of the staff and students of the college, linked to the foundational statements of the college, truths of orthodox Christianity, and the presence of God the Holy Spirit.

# VISION AND MISSION

## **Vision**

Visible Music College is a global Christian community serving the Church and cultures with our collective energy and creativity, fostering an environment of worship and innovation through artistic endeavors for the glory of God and to the benefit of everyone.

## **Mission**

Visible Music College inspires and equips students in skill, wisdom, and Christian character for effective leadership and service in the arts, industry, and the Church.

# STATEMENT OF FAITH

## ***The Bible***

We believe that God has revealed Himself and His truth in the created order, in the Scriptures, and supremely in Jesus Christ; and that the Scriptures of the Old and New Testaments are verbally inspired by God and inerrant in the original writing, so that they are fully trustworthy and of supreme and final authority.

## ***God***

We believe in one sovereign God, eternally existing in three persons: the everlasting Father, His only begotten Son, Jesus Christ our Lord, and the Holy Spirit, the giver of life; and we believe that God created the Heavens and the earth out of nothing by His spoken word, and for His own glory.

## ***Jesus Christ***

We believe that Jesus is true God and true man, having been conceived of the Holy Spirit and born of the Virgin Mary. He died on the cross a sacrifice for our sins, according to the Scriptures. Further, he arose bodily from the dead, ascended into heaven, where at the right hand of God, He now is our High Priest and Advocate.

## ***The Holy Spirit***

We believe that the ministry of the Holy Spirit is to glorify the Lord Jesus Christ, to convict persons, and to regenerate the believer by indwelling, guiding, instructing, and empowering them for godly living and service. The Holy Spirit gifts persons for the edification of the Church and for testimony of Jesus Christ to the unbelieving world.

## ***The Creation***

We believe God created Heaven and Earth and made humankind in His image. We believe that God directly created Adam and Eve, historical parents of the human race; and that they were created in His own image, distinct from all other living creatures, male and female, and in a state of original righteousness.

## ***Salvation***

We believe that our first parents sinned by rebelling against God's revealed will and thereby incurred both physical and spiritual death, and that as a result all human beings are born with a sinful nature that predisposes them to sin in thought, word, and deed.

We believe in the existence of Satan, sin, and evil powers, and that all these have been defeated by God in the cross of Christ.

We believe that the Lord Jesus Christ died for our sins, according to the Scriptures, as a representative and substitutionary sacrifice, triumphing over all evil; and that all who believe in Him are justified by His shed blood and forgiven of all their sins.

We believe that all who receive the Lord Jesus Christ by faith are born again of the Holy Spirit and thereby become children of God and are enabled to offer worship acceptable to God.

## ***The Church***

We believe the very nature and purpose of God is revealed in His universal Church. Jesus established the Church as His Body in the earth. We believe the Church consists of all who live under Jesus' lordship, while local churches are bodies of believing people, baptized and joined together, practicing the new covenant.

## ***The Future***

We believe in the personal and imminent return of our Lord Jesus Christ, who will personally, visibly, and unexpectedly return to this earth, in power and great glory, for his Bride, the Church, and to bring his Kingdom to fulfillment.

We believe in a final judgment at the end of the age. The righteous and the wicked shall stand before God and be judged. Those who have righteousness produced by faith will be rewarded with the privilege of ruling and enjoying His eternal blessings. Those who are wicked will be eternally punished.

# FOUNDATIONAL SCRIPTURE

## Colossians 1

<sup>15</sup> *The Son is the image of the invisible God, the firstborn over all creation.* <sup>16</sup> *For in him all things were created: things in heaven and on earth, visible and invisible, whether thrones or powers or rulers or authorities; all things have been created through him and for him.* <sup>17</sup> *He is before all things, and in him all things hold together.* <sup>18</sup> *And he is the head of the body, the church; he is the beginning and the firstborn from among the dead, so that in everything he might have the supremacy.* <sup>19</sup> *For God was pleased to have all his fullness dwell in him,* <sup>20</sup> *and through him to reconcile to himself all things, whether things on earth or things in heaven, by making peace through his blood, shed on the cross.*

# VISIBLE VALUES

## Definition

"See yourself, see God, be Visible" is a summation of our Visible Values. We believe that believers in Christian community begin to see themselves as they are, then see God who loves and transforms them through his Word and presence, then become visible in the world as Jesus did with wisdom and service.

*See yourself.*

## **The Visible Community**

The "visible community" is the global Church and is described as "salt and light" by Dietrich Bonhoeffer in *The Cost of Discipleship*. The truth of Scripture and the empowering presence of God are expressed daily in the context of the Kingdom of God and the universal Church – the "visible community" of believers of which the college is a part. Visible Music College further supports the mission and context of the local church as the biblical expression of the larger "visible community," refining servant leaders to proclaim the Kingdom of God.

## **Biblical Community**

Unity in the body of Christ permeates successful Christian communities. Biblical community is evident as God's love and grace is displayed towards each person, as all gain a healthy image of self and God. Biblical community emerges from practical application of the Word, explores worship as "a life given to our Creator," and promotes holistic growth of the individual believer. Visible Music College promotes love for one another reflected in biblical truthfulness, kindness, relational ministry, interdependence, and disciplined expression of the fruit of the Spirit.

*See God.*

## **Word and Spirit**

Visible Music College bases our actions on revealed biblical truth and the powerful presence of God. The Holy Bible is the inspired Word of God, the complete revelation of His will for the salvation of mankind, and the final authority for all Christian faith and life. The experienced presence of God in our daily lives causes us to apply the Word of God in a balanced, graceful way.

## **Life Integrity**

Members of the Visible Music College community act individually and corporately in a manner worthy of Christ through the application of his Word, the revealed wisdom of the life of Jesus Christ, and the direction of God the Holy Spirit. Identification with the Father, Son, and Holy Spirit brings transformation and integrity of thought, belief, and action. Transparency, humility, respect for people and property, vulnerability, and consistency of character are blessings of the college community.

*Be Visible.*

## **Practical Education**

Visible Music College is purposefully committed to providing spiritual formation in Christ, professional advancement, and artistic higher education. Our practical, holistic education incorporates spiritual gifting, natural talent, business experience, and academic achievement with a prime motivation of excellence in accountability and a commitment to becoming more like Jesus Christ.

## **Servant Leadership**

As steward of God's kingdom in the world, The Church and its members are mandated to serve and care for others. The fruition of this ideal is obedient service within the Church, a servant heart within the local community, and compassionate service to the world at large through an empowered lifestyle

of grace balanced with truth, Spirit poised with scripture, justice tempered with mercy, and authority permeated with humility.

# INSTITUTIONAL PHILOSOPHY

Here are the five areas in which we work daily as Christians in a designed biblical community and global, spiritual, professional, academic, and visible educational institution.

## ***Global: Together: Kingdom Perspective: Advancement***

Visible Music College is a global community of educators inviting Christian students to our campus sites for creative degree programs. Our staff, students, and teaching sites are distributed across the nations and we come **TOGETHER** to grow, inviting people to enjoy and be changed by the creative content of our community. With a high value placed upon the revealed Word and the presence of God the Holy Spirit, Visible Music College maintains this global frame of reference in regards to the universal Church, promoting advancement together. We do this through our deep relationships to ministries, schools, and local churches, for the advancement of the kingdom purposes of God throughout the Earth, optimizing valuable, aligned resources. Our kingdom perspective is a cooperative unity together with Christian organizations.

## ***Spiritual: Inspired: Relational Ministry: Worship***

Visible Music College fosters an environment of spiritual mentorship, creativity, worship, and innovation in life and art for the glory of God through intimate relational ministry, wise theology, worship communities, and **INSPIRED** living in Christian community. Visible Music College emphasizes personal and community spiritual growth and provides inspired worship and nurture in godly identity and mission within the Church. Visible oversees the spiritual development and discipleship of students while promoting that of the staff, encouraging all to serve related local churches and ministries. With a value of biblical community, members relate interdependently to one another, provided through gathered worship, pastoral meetings, and on-campus housing.

## ***Professional: Drive: Church and Industry: Communication***

Visible Music College provides high value, quality, driven, creative, vocational education for students to influence the arts industries and the Church, becoming effective leaders in mainstream culture. We equip students in skill, character, and **DRIVE** for vocations in the art industries and in the Church, focusing on professional advancement. Mentors in our record label, bands development, and publishing of original content assist developing artists in business and ministry. With a value of being salt and light to the world as the "visible community" and an institution of higher education, we work with both the Church and creative industry for career and ministry placement. Visible Music College maintains a positive relationship with ministries, business, and the public through trusted communication and our Open Communication Policy.

## ***Academic: Focus: Educational Synthesis: Retention***

Visible Music College helps students **FOCUS** in academic degree programs of appropriate depth, length, and scope for a life of leadership, scholarship, and learning within a kingdom university model. Students are led in cognitive development and spiritual growth for a well rounded educational experience. We value a practical, holistic focus in education, with an educational synthesis of spiritual, professional, and academic growth models in the context of individualized artistic apprenticeship. We retain our unique strength from permanent, adjunct, and visiting faculty of traditionally and experientially trained educators, practitioners, and ministers, with professional artists serving as mentors for retention of leaders for lifelong learning.

## ***Visible: Welcoming: Active Ministry: Recruitment***

Visible Music College will **WELCOME** people into Christian community and constant in Christian hope, attracting others to join and grow together. With daily action to joyfully reach people with the gospel of Jesus Christ both internally and externally, we recruit caring, relatable individuals in areas of staffing and class cohorts for formation and outreach. Simple, efficient systems within the college allow programs to adjust quickly within diverse and challenging environments for the preparation and recruitment of students globally. Our marketing, recruitment and creative artistic output aims to be clear, excellent, and representative of Christ. We intend to remain a positive force in the integration of religion and society with our philosophies and objectives, releasing creative content from our Christian community regularly.

# DISCIPLINES

The five areas of Institutional Philosophy produce ten disciplines that we encourage for guiding Christian college community and growing together in Christ.

*Because of God's great love and mercy for us, we agree to...*

1. **Honor** God in daily relationship.  
Pray to the Father. Be a follower of Jesus. Listen to God the Holy Spirit.
2. **Serve** one another  
Believe the best about one another. Lead through service. Give access to others to succeed and be motivated for godly service. Serve customers as a community, including assisting in wayfinding on campus.
3. **Love** one another.  
Talk well about one another, without gossip and rumor. Speak truthfully and be honest in all work.
4. **Celebrate** one another's success.  
Hold confidential information confidential and fight sarcasm, apathy, and negativity.
5. **Support** those around us to do work.  
Concerns go to our support person, for understanding and community solutions. Give access to what is needed to succeed.
6. Find the best solution that is **Simple**.  
Simplicity is the answer that contains God's grace. Bless people with it.
7. Lead with powerful **Meekness**.  
Don't fear change. Allow God to stretch us and keep us on the difficult path of dependence on Him.
8. Education through **Generosity**.  
Endeavor to bring order to what is out of order, in lives and systems, with grace and mercy.
9. **Work** as unto the Lord, as employees and community members. Value and **encourage** godly vision, "hustle," development, and entrepreneurship.
10. Work to build and develop **Character** in self, recognize and value character in others, and be true to God's values and those of the College.

*"Everybody can be great. Because anybody can serve. You don't have to have a college degree to serve. You don't have to make your subject and your verb agree to serve. You don't have to know the second theory of thermodynamics in physics to serve. You only need a heart full of grace. A soul generated by love." - Martin Luther King, Jr.*

# INSTITUTIONAL PHILOSOPHY OF EDUCATION

God the Creator is the consistent source of all truth and knowledge.

The integration of principles and God the Holy Spirit-revealed truth from the scriptures is the foundation of instruction.

Authentic Christian life must be shared from instructor to student, alongside fact and revelation from confirmed sources.

Clear, honest, and non-threatening communication is essential to the processing of knowledge and wisdom.

The college creates a holistic educational experience within a safe spiritual environment.

The educational program intentionally consists of one-third discipleship and mentoring, one-third professional skill training, and one-third higher education music studies. All vocations have a ministerial purpose; all programs are offered in accelerated formats for the entrepreneurial pursuit of career and ministry; and all curricular formation is guided by these three organizational commitments.

- **Spiritual** Formation **inspires** students in developing Christian character, integrating personal Christian faith and worldview into every aspect of life, and developing a lifestyle of devotion, service and leadership in the Church and culture.
- **Professional** Formation **drives** students in developing the essential skills in their area of expertise for equipping them to become competent artists and cultural transformation agents.
- **Academic** Formation **focuses** students in developing a critical, discerning mind, gaining vital knowledge in the Christian faith, and handling specific expertise applicable to their area of specialization.

# **INSTITUTIONAL EDUCATIONAL OBJECTIVES**

As an institution of higher education with a focus of training for industry and the Church, we accomplish these objectives in our entire student and staff in the Visible community.

- To listen to God and experience the presence of God the Holy Spirit in our everyday lives.
- To develop purpose and Christian character for furthering the kingdom work of God.
- To impart, share, and uncover knowledge of God, the Bible, the arts, and Christian life.
- To memorize and relate the scriptures to life as dedicated and Spirit-led believers.
- To increase understanding of the Church, biblical community and interdependence of believers.
- To discover and express the beauty and import of God's creation in artistry and ministry.
- To be vulnerable and inquisitive, demonstrative in love and grace, and balanced in discourse.
- To exercise professional skills in specialized fields with competence, clarity, and purpose.
- To develop academic and practical skills for the pursuit of lifelong learning.
- To become and remain men and women of concern and action in service towards all people.

# OFFICE OF STUDENTS

## MISSION

The Office of Students exists to connect with students and alumni and to spiritually develop current students through healthy resident life, fellowship opportunities, community outreach, and discipleship so they will realize this vision: See Yourself. See God. Be Visible.

## OBJECTIVES

### CHRISTIAN COMMUNITY

We are a creative Christian community and should be guided by scripture and historical church practices.

### SPIRITUAL GROWTH (DISCIPLESHIP)

Through pastoral care, discipleship from faculty and staff, connection with a local church, worship services, and through partnering with parents, the Office of Students will train you to "See yourself. See God. Be visible." We certainly want you to see yourself professionally and academically as a musician, or as a sound engineer, a worship leader, a producer; but also, and perhaps most importantly for this office, we want you to see yourself spiritually. We want the following for your spiritual growth:

**See Yourself** : for the Spirit to form your heart in such a way that you see yourself through the eyes of God. To know the beauty of being made in the image of God, to see your brokenness and your desperate need of the grace of God, and to own that Jesus won a great victory over sin, Satan, and death and because of that victory, you can see yourself as a redeemed sinner, bought back by the broken body and shed blood of Jesus.

**See God** : for you to see the Triune God (Father, Son, Holy Spirit) and know His deep care for you and His presence in your life.

**Be Visible** : for you to be challenged by the gospel of Jesus, driven by the Holy Spirit in all that you do, such that you cannot help but seek out ways to be visible (professionally, academically, and as a servant) not for your own glory, but so that others will praise your Father in heaven.

### STUDENT LIFE

The Office of Students will oversee the Student Community Team (SCT) to provide opportunities for fellowship so that you might see yourself in light of others. Living in community with others helps us see ourselves for who we truly are.

### CHURCH ATTENDANCE

Visible Music College students are required to physically attend a local church weekly and attest to that fact on the Spiritual Formation Sheet provided for feedback. There will be a way to show your church and attest to the fact that you attended the previous week.

### STUDENT HOUSING

The Office of Students will oversee the Housing Coordinator and the RA's in order to provide a living situation that is safe and comfortable to allow students to thrive while living in community and to give you maximum opportunity to develop spiritually, professionally, and academically.

Our experience as a Christian community that operates a college is that students who matriculate past the two year mark at Visible should stay in campus housing for the very best community experience. Students who elect to find their own housing after 2 years typically show a notable GPA decline, behavioral issues, and loss of healthy community engagement at Visible. Students choose to disregard Christian community which has been designed and intended to provide an environment of truth, godliness, resolution, and mutual respect.

# VISIBLE CODE OF CONDUCT

Visible Music College behavioral standards are designed to provide a positive learning environment and to promote the spiritual, social, and physical well being of the students. The expectations of Visible Music College as outlined in this handbook are standards of expected behavior, which reflect Visible Music College's biblical belief that worship is a constant expression from our hearts and in our lives.

## **BIBLICAL VALUES**

Christian institutions, like Christian individuals, are guided by biblical standards for moral integrity, social consciousness, personal health, and an effective Christian witness. Students are expected to pursue lifestyles that reflect biblical pictures of love, personal prayer and devotion, purity, mutual respect, conflict management, and life within a community. Any questions regarding appropriate behavior or attitude should be first directed to scripture. If further guidance is desired, please feel free to ask any staff member. The Student Community Team is always a good source of information for such inquiries.

The following standards seek to clarify values that Visible Music College holds which may not be overtly evident in scripture. If a student seeks further clarity on the subjects addressed, or a subject that has not been addressed, contact the Student Community Team.

## **TRUTH**

Truth is not subjective. Truth is defined as that which is in accordance with fact or reality. Visible holds speaking the truth as a core foundational belief. Biblical Truth is that which is consistent with the mind, will, character, glory, and being of God. Visible holds living in this truth to be a core foundational lifestyle decision within Christian community. We adhere to a biblical standard of truth and aspire our students to do the same - exemplified in a truthful lifestyle and truthful speech.

## **ALCOHOL**

The drinking age in the United States is 21. Under age drinking is prohibited, and drinking of any amount, regardless of age, is prohibited by anyone expecting to operate a vehicle. Signs of intoxication will also qualify a student for disciplinary action. There will be no use, possession of, manufacturing of, or distribution of alcoholic beverages on Visible Music College leased or owned properties, and when representing Visible Music College such as, but not limited to, concerts, promotional events, and church services. It is expected that of-age-students will use careful judgment and discretion when dealing with issues relating to appropriate alcohol use while off campus.

## **ROMANTIC INTERACTIONS**

While we recognize that interactions of a romantic nature (flirtation, asking someone out on a date, getting to know someone with the intent of a relationship, etc.) are normal and often harmless, it is imperative to note that at no time and in no way will any repeated unwanted advances (physical or verbal) be tolerated at Visible Music College.

If a student experiences an unwanted advance, the student should communicate to the person making the advance that the advance was unwanted. If any advances or uncomfortable confrontations happen thereafter, the student should notify the Student Community Team immediately. The Student Community Team will conduct a thorough investigation and will assess disciplinary action if deemed necessary (including, but not limited to: suspension, expulsion, loss of scholarship, and reporting the incident to local law enforcement if deemed necessary).

Should ANY student experience sexual assault, domestic violence or stalking at any point, those students should report the incident(s) immediately to the Student Community Team and/or local law enforcement. The Student Community Team will, if needed, assist students in reporting crimes to law enforcement. Students are advised to report the crime immediately, as well as not to destroy or get rid of any evidence of the crime that exists so as to aid law enforcement in bringing justice to the situation. Throughout the students' tenure at Visible Music College, the Office of Students will address Dating Violence, Stalking, Sexual Assault and the prevention of these things intermittently in Worship, at Winter Retreat and in Life Groups.

If a student becomes the victim of any of these matters they are strongly encouraged to report it to the Office of Students Staff immediately whereupon their story will remain confidential as the Office of Students assists the student in getting help through counseling, pastoral care and/or reporting a crime to law enforcement. At no time will the students' story become public record and if another student is found to be the perpetrator of said crime, that student shall be subject to disciplinary action including but not limited to suspension, expulsion and reporting of the crime to local law enforcement where

applicable.

Visible Music College complies with all of the guidelines and regulations outlined here:

<https://www.ecfr.gov/current/title-34/section-668.46>

A student may email the Director of Students to request changes in academic, living, transportation, working situations, or protective measures as a result of being a victim of a crime. This is regardless of whether they report the crime to local law enforcement. Accommodations will be made if they are reasonably available.

### **TOBACCO**

Visible Music College is a tobacco-free environment. The use or manufacture of tobacco or tobacco-based products is prohibited on all Visible Music College owned or leased properties, and when representing Visible Music College such as, but not limited to, concerts, promotional events, and church services. This includes:

- Tobacco products and tobacco-related devices,
- Imitation tobacco products,
- E-cigarettes
- Vapes

Tobacco use of any kind is strongly discouraged overall.

### **MARIJUANA**

Use of marijuana products remains strictly prohibited on ALL campuses and in Visible leased or owned properties.

Recreational Use of Marijuana is illegal in most campus states but may be legal for those age 21 and older in some states. In the same way that we allow students to exercise age appropriate drinking within wise parameters, Visible Music College students in legal states are not prohibited from limited marijuana use off campus without impairment. Under age recreational marijuana usage is prohibited, and usage of any amount, in any form, regardless of age, is prohibited by anyone expecting to operate a vehicle. Signs of intoxication will also qualify a student for disciplinary action.

There will be no use, possession, manufacture, or distribution of marijuana products on Visible Music College leased or owned properties, and when representing Visible Music College such as, but not limited to, concerts, promotional events, and church services. It is expected that students will use careful judgment and discretion when dealing with issues relating to appropriate marijuana use while off campus.

### **SUBSTANCE ABUSE POLICY**

Use, possession, manufacturing, or distribution of illegal drugs or controlled substances will not be tolerated. It is a crime, and Visible Music College will cooperate with law enforcement authorities who are charged with enforcing current statutes. Students are warned that involvement with drugs on or off campus, can result in disciplinary action by Visible Music College, as well as any criminal penalties. The disciplinary action will most likely result in student expulsion.

From a biblical and Christian community focused standpoint, Visible Music College is concerned with student's use of controlled substances as well as healing and recovery in case of substance misuse. The college complies with requirements of insurance carriers and meets municipal, state, and federal regulations in providing a safe and healthy educational environment for the benefit of the students, the college, and the general public. For these reasons, the following rules are in effect.

It is strictly prohibited while on campus to use or be under the influence of any legally obtained drug or alcohol which adversely affects the educational experience of the student or poses a safety threat, or is detrimental to student life. This prohibition covers, but is not limited to, arriving on the campus under the influence of any legally obtained drug, including any prescribed drug under medical direction, which has the aforementioned effect(s). A violation of the rule in this section subjects the student to disciplinary action, up to and including termination.

### **ILLEGAL DRUGS/DRUG PARAPHERNALIA**

Visible Music College forbids any student's use, sale, purchase, transfer, or possession of illegal drugs and/or drug paraphernalia. Illegal drugs, for the purpose of this policy, include (a) drugs that are not legally obtainable; (b) drugs that are legally obtainable but are being handled abusively or illegally; and (c) drugs that are legally obtainable but have not been obtained legally. This definition applies to any and all forms of narcotics, depressants, stimulants, or hallucinogens whose sales, purchase, possession, transfer, or use are prohibited or restricted by law.

Visible Music College prohibits the possession of drug paraphernalia, including but not limited to roach clips, bongos, hookahs, blow tubes, papers, scales or any material or apparatus containing drug residue. The sale, purchase, transfer, use, or possession of any illegal drug, as defined above, by any employee on the college premises, in college vehicles, at college events, while in class or while on break or lunch period is strictly prohibited. Arriving on the college premises under the influence of any illegal drug or alcohol is strictly prohibited.

A violation of any rule in this section subjects students to a Pastoral Care Agreement (PCA). With any breach in the PCA, the Vice President Team can suspend the student and will recommend him/her to check into a reputable drug and alcohol rehabilitation program. The Vice President of Students will be in continual communication with local churches, recovery programs, or rehabilitation program ensuring the student is getting the professional care he/she needs. The student may re-enroll demonstrating to the Vice President of Students measurable healing and providing references from a counselor and/or recovery program facilitator.

## **SECOND OFFENSES AND EXPULSION**

Upon re-enrollment, if a student engages in any of the below (but not limited to these actions, the result will be immediate expulsion.

Whenever the student's observed behavior or involvement in an on or off campus accident confirms a lack of sobriety;

After being found selling, purchasing, transferring, possessing, using, or being under the influence of any illegal drug;

After being found while on duty at a job on or off campus using or being under the influence of any legal drug which has the effects set forth above.

## **WEAPONS**

For community and personal safety, firearms, martial arts equipment, fireworks, or any object deemed by Visible Music College Staff to be a weapon, is prohibited on Visible Music College leased or owned properties, and when representing Visible Music College such as, but not limited to, concerts, promotional events, and church services. It is expected that students will use careful judgment and discretion when dealing with issues relating to weapons while off campus. Additionally, any emblems or other representations which might be interpreted as being gang related are prohibited.

## **HARASSMENT**

Visible Music College is committed to providing students with an environment free of harassment in any form. Any act of harassment (i.e., physical, psychological, verbal or sexual) that threatens a person or persons is considered a serious offense and will not be tolerated. Such actions will result in immediate interim suspension, and may include immediate removal from Visible Music College property until the incident is thoroughly investigated. Reinstatement may or may not occur prior to the completion of the disciplinary process.

Our Title IX coordinator is Toni Melton.

## **PRANKS**

Horseplay and general boisterous activity are often indicative of college student experience. They are, however, not permitted in Student Housing or surrounding grounds. Likewise, pranks which at first seem harmless, are not allowed. Such pranks can escalate and get out of hand, compromising safety and often resulting in damage to property.

## **ATTIRE**

Proper attire must be worn at all times at Visible Music College, on Visible Music College leased or owned properties, and when representing Visible Music College such as, but not limited to, concerts, promotional events, and church services. Standards of good judgment, good taste, and modesty ought to prevail in the selection of clothing suitable for wear on campus. This means avoiding articles that are immodest, short, tight, low-cut, contain divisive messages, or are otherwise distracting. Proper attire must be appropriate for the setting that the student is attending. The Student Community Team consisting of Resident Advisors and Visible Music College staff will hold students to an appropriate standard, and are the final authority on appropriate attire. Please note that these standards apply to both male and female students. Observing these guidelines will help to avoid a situation which can be awkward for everyone.

## **MEDIA**

Media and entertainment (such as, but not limited to videos, pictures, computer usage, movies, television, and music) which contains content out of character with the values of a Christian community is not permitted. Use, distribution, or manufacture of pornography is not permitted on

Visible property. It is expected that students will use careful judgment and discretion when dealing with issues relating to choice of entertainment. The SCT and Visible Music College staff will hold students to an appropriate standard, and are the final authority on appropriate media usage.

### **PORNOGRAPHY**

Sexually explicit videos, photographs, writings, or the like, whose purpose is to elicit sexual arousal is not permitted at Visible Music College. We understand the destructive force that pornography has on our students and society as a whole. Any student engaging with such content will incur disciplinary action. We are asking that if a student is struggling with such a habit, to please reach out to one of our staff members or Student Community Team.

### **PRONOUNS**

Visible Music College does not use, affirm, or tolerate the use of newly created, two gender non-conforming pronouns or any personal pronoun different from their common centered around the two distinct genders of biologically created male or female, as derived from the staff or student application. We recognize that there are very rare cases of intersex upon which we will not make our policy. God created humans as male and female, man and woman, boy and girl, and no pronoun variations are recognized or tolerated within the Visible Music College staff or student community. Use of varied pronouns will lead to removal from program or position.

### **FIRST SEMESTER RELATIONSHIPS**

A primary focus at Visible Music College is the fostering of community and a well integrated, spiritually grounded student body. For this reason, new romantic relationships for first year students should not be pursued until second semester. The administration would like to think that the definition of a romantic relationship does not need to be explained. However, if the relationship is judged to appear romantic by Visible Music College staff, it is a violation of this value.

The administration acknowledges that feelings cannot always be controlled, but actions can be. Feelings arise quickly in new environments - and while there is nothing wrong with those feelings, they can be deceptive. Getting to properly know someone before beginning a relationship takes time and it's with that in mind that we put this policy into practice. If two students have taken the time to get to know each other, are in a healthy state mentally, emotionally, and spiritually, and are convinced timing is right to begin a relationship during their first year, they may request an appropriate staff relationship mentor from the Office of Students. If students have any questions about this policy those questions can be directed to the Office of Students staff.

### **DISPLAY OF AFFECTION**

Visible Music College does not feel the need to delineate every inappropriate physical action or behavior a person could potentially enact, nor should we have to subject students committed to maturity in Christ to such a description. All displays of affection (regardless of relationship context) expressed during a person's tenure at Visible Music College shall be practiced in good conscience before God, members of the staff of Visible Music College, other fellow believers, and as evidence of Christ to an unsaved world. The SCT and Visible Music College staff will hold students to an appropriate standard, and are the final authority on appropriate displays of affection.

Our reasons for requiring prudence are:

The desire to avoid even the appearance of evil. (1 Peter 1:14,15, 1 Corinthians 6:12-20) That we may be effective salt and light in the world. (Matthew 5:13-16, Titus 2:7-8) Consideration for others who feel isolated because of your behavior. (1 Corinthians 12:26) Consideration for others struggling with appropriate physical boundaries. (1 Cor. 10:23,24) Avoiding situations that could become problematic, escalatory, or disruptive of the Visible community. (1 Corinthians 1:10)

### **SEXUALITY POLICY**

At Visible we celebrate the historic orthodox Christian church conviction around God's beautiful creation of humanity and our sexual nature. Church history and science support two genders, male and female. We also recognize that each individual person is uniquely created and has sexual preferences.

We adhere to and align with the Bible as our authoritative Scripture. We believe it is inerrant and complete, not lacking in any way. This is our interpretation of Scripture as it pertains to sexuality - that God's design is for sexual intimacy to exist only within the confines of a Biblical marriage and that Biblical marriage is to exist only between a biological man and biological woman (as defined by God via God's perfect design for humanity in Gen 1-2). We believe romantic interactions occurring between two people of the same gender to fall within the category of sexual immorality (Rom 1:26-27). We recognize in our culture that gender and sexuality norms can be confusing and shame-inducing. This is

why we believe in God's design and definition of gender and sexuality as laid out biologically and written about clearly in scripture. We believe that design to be intentional, purposeful and good and encourage students wrestling with gender norms and sexuality to look to the Bible for truth, not to be ruled by or oppressed by the culture.

Though scripture states very clearly that we are to strive for purity and abstain from sexual immorality, the administration of Visible Music College acknowledges that while this is not always easy, it is worth fighting for. Any sexual activity between students outside of marriage falls into the category of sexual immorality and should be avoided at all costs (1 Cor 6:18). We believe God's design for life to be perfect and His Word to be an infallible guide to how to experience fullness of life in a fallen world. In light of God's Word, Visible prohibits students from same-sex sexual activity and/or pursuit of same-sex relationships while a student at Visible Music College. Students attracted to people of the same gender will not be disciplined for being attracted to people of the same gender. However, failure to adhere to the sexual policy (listed above) of the Visible Code of Conduct could result in Pastoral Care Agreements, Suspension, or Expulsion.

We believe that attraction to a person of the opposite gender or the same gender is itself not a sinful action. We do not condemn, judge or malign those attracted to people of the same gender nor do we condone in any way, shape or form the condemnation, mistreatment or maligning of any person who is attracted to people of the same gender.

Out of a sincere love for all students at Visible Music College, we encourage any students struggling with issues of sexual identity, premarital sexual activity, sexual addiction (including but not limited to addiction to pornography, masturbation, prostitution, dating and 'hookup' apps) to seek help on these issues from the Office of Students staff. All conversations on these topics will remain completely confidential unless information shared endangers another person or reveals the abuse or harm of another person, in which case, the Student Community Team will follow proper protocol for reporting the behavior to the proper authorities.

Ultimately, we believe sex and sexuality to be a gift from God to be celebrated and appreciated in its proper context - it's our goal to help all students develop a healthy and Biblical sexual ethic so as to glorify God in their lives.

### **DIVISIVE GROUPS**

Staff and students are not to be engaged with, members of, or supportive of professional, social, or student groups of a divisive nature to the community of God. Groups that work to segment people groups, label racial groups, support anti-Christian community values, or work against the nature and policy of the college are not supported at Visible Music College. Staff or student engagement outside of Visible Music College in these groups is also not allowed. Visible focuses on those groups that work to unite all people around the Word, the Spirit, and Music.

### **CONFLICT RESOLUTION POLICY**

Matthew 18

<sup>15</sup>If your brother or sister sins, go and point out their fault, just between the two of you. If they listen to you, you have won them over. <sup>16</sup>But if they will not listen, take one or two others along, so that 'every matter may be established by the testimony of two or three witnesses.'

James 1:19

<sup>19</sup>My dear brothers and sisters, take note of this: Everyone should be quick to listen, slow to speak and slow to become angry,

1. Go to the person to resolve if possible.
2. Go with 1-2 people
  - a. If small issue, bring another student
  - b. If larger issue, bring an RA
  - c. If issue with Staff, bring a Staff member (staff always in meetings for taking notes, recording agreements)
3. If they refuse to listen (issue is not fixed), then it can become an official complaint to the Director of Students



## **DISCIPLINARY ACTIONS**

### **DISCIPLINE**

Discipline at Visible Music College involves reconciliation and intervention from the Office of Students. For relational conflicts the Resident Advisors (RA) are the first to confront the students and to begin the process of resolving their conduct. For more serious infringements of conduct such as harassment, illegal drug possession, stalking, domestic violence, dating violence, sexual assault, possession of a weapon illegal or legally possessed, alcohol abuse, or hate crimes then a formal meeting with the Director of Students and or Housing Coordinator is scheduled immediately.

Each situation is investigated fully and students will be given the opportunity to explain their actions and defend their values. Students may bring an advisor of their choice to any related proceeding or investigation to accompany them. And the school may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply to both parties.

Students will remain anonymous except to the Director and VP of Students and parties involved in the investigation as to protect their integrity. In the case of dating violence, domestic violence, sexual assault, or stalking the school will provide in a notification to both the accuser and accused. If determined that after investigation the student is in violation then they will be placed in a Pastoral Care Agreement with the hopes of reconciling their wrongs by walking through this process with a mentor.

A student might be expelled if the code infringement is serious enough or if the process of probation is not helping. Where applicable, the rights of victims and the school's responsibilities for orders of protection, "no-contact" orders, restraining orders, or similar lawful orders issued by a criminal, civil, or tribal court or by the school.

For further information about victims' rights after becoming a victim of dating violence, sexual assault or stalking, please refer to the Code of Federal Regulations in its entirety here:

<https://www.govinfo.gov/content/pkg/CFR-2018-title34-vol3/xml/CFR-2018-title34-vol3-sec668-46.xml>

### **PASTORAL CARE AGREEMENT**

As a part of spiritual development, a Pastoral Care Agreement is most often used in circumstances where one or more of the Visible Values have been violated. It serves as an augmentation and extension to the Student Handbook and is binding in nature until it expires. The purpose of the Agreement is to have a written agreement between the student and the Student Community Team regarding certain restrictions and goals that are to be abided by and achieved throughout the duration of the Agreement. The rationale of the imposed restrictions and goals is to provide needed structure that assists the student in addressing the emotional and/or spiritual issues behind the action or actions that caused the infringement.

Agreements are written to address the student's specific infraction, and often include, but are not limited to the following elements:

- restricted curfew
- mandatory pastoral care meetings
- sanction hours

- referral to appropriate outside programs

#### **RESTRICTED CURFEW**

The student will be expected to be in their room by a designated time in the evenings that is earlier than the normal curfew. In extreme circumstances, a student's curfew may be restricted to an extent that does not allow the student to leave Student Housing for any extracurricular errands.

#### **MANDATORY PASTORAL CARE MEETINGS**

The student will be required to meet weekly with a designated staff member to address the underlying emotional and spiritual issues that lead to poor decision-making. The purpose of these meetings is to help the student grow, and to provide accountability.

#### **SANCTION HOURS**

Separate from Community Outreach hours, sanction hours are imposed as time that is to be spent serving the Visible community at the discretion of the Office of Students.

#### **STUDENT HOUSING VIOLATION**

Part of living in a Christian community involves mutual encouragement, support, and accountability. Roommates are expected to hold each other accountable regarding all Biblical and Visible Music College values, and standards of conduct. A roommate who knowingly allows another roommate to violate any of the standards previously expressed will also be held responsible and subject to disciplinary action. Roommates are expected to encourage each other to seek pastoral guidance and support when faced with circumstances that violate these values.

#### **SUSPENSION**

If it is deemed by the Office of Students that a user's privileges should be suspended, the user will be notified of when the suspension will take place and for how long. Visible Music College is not responsible for work undone due to a suspension of resource privileges.

#### **EXPULSION**

Expulsion, in most cases, will be after suspension(s) have occurred. Expulsion would result in a permanent removal of resource access for a user. Users may petition the Office of Students for reinstatement of privileges after one year. Visible Music College is not responsible for work undone due to an expulsion of resource privileges. Other actions deemed appropriate by the Office of Students may be taken that are beyond the scope of technology, Visible Music College resources, and this document. Appeals can be made to the Office of Students for any disciplinary actions taken against a user.



## **STUDENT COMMUNITY TEAM**

The Student Community Team (SCT) is chaired by the Director or VP of Students and comprises the Housing Coordinator, the RA's, relevant staff members, and student representatives. The SCT exists to serve, encourage, and empower the existing student community to "be visible." The SCT meets regularly to celebrate the beautiful things students have accomplished/displayed and to address student brokenness — implementing changes to better serve the welfare of the Visible Music College community.

SCT consists of these additional student representatives whose purpose is to encourage a healthy visible community by connecting with and communicating between staff and peers. Its primary role is to be the voice of the students to help shape policy that serves service to the student body and faculty.

### **Purpose**

- Promote unity among staff and students as one Christian community.
- Meet the needs of the students and listen to the desires of students for the community.
- Organize and facilitate social events and functions to develop unity within the community.
- Encourage students to communicate ideas, concerns, and solutions for the community.

### **Leaders**

Members of the SCT will assume positions of leadership within the Visible community. As leaders in the community they will serve and encourage the student body. The SCT leaders are chosen by Staff and/or elected by the student body. The Office of Students will provide oversight and assistance to SCT.

- The SCT President will provide leadership and direction to the SCT and student body. As President he or she will moderate all meetings and be responsible to communicate the mission of the school to students and the response of students to the mission to the staff.
- The SCT Vice President will provide oversight for any projects benefiting the present and future Visible Community. The Vice President will also fulfill the President's responsibilities when he or she is unable to do so and offer general assistance to the President.
- The Secretary will record minutes of the SCT meetings. SCT minutes will be kept by the Secretary on the school server and communicated to the Director of Students. This person will also post reminders of meeting dates throughout the school and contribute pertinent information about SCT's activities to the Visible Music College Marketing Team.
- The Treasurer will manage SCT funds. The Treasurer will work in conjunction with the college Business Office to access and keep accurate records of budgeted spending and comply with all Business Office regulations.
- One Representative is chosen from those enrolled in each of the three years of Visible Music College – First Year, Second Year, Third Year. These bear the responsibility of representing their constituency with bold integrity and communicating the mission of the college to them.



## **SERVICE AND OUTREACH**

### **CITYEYES (COMMUNITY OUTREACH)**

Part of the core values of Visible Music College is the belief that students and staff should be salt and light to the world around them. To that end, students are required to perform 10 hours of community outreach each semester. We call this CityEyes. A big part of developing spiritually is seeing others through the eyes of Jesus. The gospel of Luke tells us that when Jesus looked at Jerusalem he wept. He wept because he loved the city. We want you to see the city to find what you can consume but how you can love Memphis and be visible through serving it in all its beauty and brokenness.

Students are encouraged to find service opportunities that appeal to their gifts and passions. The opportunities are extensive, and students are to work with the Director or VP of Students when discussing whether or not a type of service will count towards the required service hours. For example, paid services rendered in the field that a student is majoring in will be excluded from counting toward the required hours. Volunteer services in the student's field will be accepted at the discretion of the Vice President of Students. Students should contact the Director or VP of Students for appropriate outreach opportunities when they are otherwise unable to find their own. Students are to log hours as they complete them. Incomplete hours will result in a hold on the student's certificate or degree until the hours are completed. Opportunities are found on the local campus "Community" Facebook page, like "Memphis Visible Community" page.

### **Commitment and Responsibilities**

When students arrange to do CityEyes community outreach, whether it is a one-time service opportunity or an ongoing service placement, the expectation exists that the agreed-upon service will be performed as and when arranged. If students make a commitment, they must embrace the responsibility to fulfill it. "Say what you are going to do and do what you said you will do" serves as the guide in this or as Jesus put it "let your yes be yes and your no be no."

### **CHURCH SELECTION**

Every student should attend and commit to a local church weekly. Church Selection is the encouragement of student involvement with churches in the local area. Student participation in church is a means of supporting the Christian community by providing ministries with technicians, musicians, vocalists, worship leaders and ministry assistants.

### **MINISTRY PLACEMENT**

If students are asked to represent the school they may be asked to adhere to certain guidelines and/or be eligible for specific training with local ministries. These opportunities may provide the experience that is needed to meet the student's coursework and can be credited as an Internship. It is the students responsibility to coordinate with their Advisor and ensure that they are approved and enrolled in a course to receive credit.



## STUDENT SERVICES

### VISIBLE ADMINISTRATIVE SERVICES

All administrative offices are located at 200 Madison Avenue, Memphis, TN 38103. Below you will find a list of offices that provide administrative services for you as a student. Dial phone number 901.381.3939 and enter the extension.

- Business Office - Toni Melton x 227
- Pastoral Care - Office of Students - Jeremy Louison
- CityEyes (Community Outreach) - Jeremy Louison
- Church Selection - Jeremy Louison
- Ministry Placement - Jeremy Louison
- Registrar - Sunethra Guy x 225
- Academic Support Office - Sunethra Guy x 204
- Library - Lisa McDonald

### GOOGLE CALENDAR

Students will be provided with a CalDAV account as well as training on using Calendar. Students will be expected to organize and maintain their schedules using iCal and CalDAV. Calendar and CalDAV make it possible for the student to be an organized and functioning member of the Visible Music College Community.

### POPULI

Visible Music College relies on a web-based college management system called Populi. This system is the hub for academic communications. You will want the Populi home page to be one of the places you visit first each day. Populi will be your portal to assignments, grades, and lessons while you are at Visible Music College. It is integral to all aspects of academics while you are here.

### MAILBOXES

For Memphis student housing students, mail and packages should be delivered to 200 Madison Avenue, Memphis, TN 38103 or the campus address appropriate at the front of this handbook. Mail that is unclaimed will be thrown out frequently. If you are no longer a student we will not forward mail, it is your responsibility to change your mailing address or receive it in a timely manner.

### EQUIPMENT AND FACILITY USAGE

Any student desiring usage of equipment or facility for a non-curricular activity must ask for permission from Operations. Requests are not guaranteed. After graduation, use of Visible Music College facilities is not permissible without prior appointment and possible rental fee. Please see Operations for further details.

### LIBRARY SERVICES

The Visible Music College Library directly supports and strengthens teaching and learning by providing resources and services that supplement the academic, vocational, and spiritual pillars of the College.

### MEMPHIS INSTRUMENT STORAGE

On-campus instrument storage lockers are available to you. You are allowed access to the storage lockers from fall semester move-in day to spring semester move-out day; during the summer, all lockers must be **empty**. Each locker has a latch with a place for a padlock. It is recommended that

you bring a padlock (or two) to school to ensure the safety of your instruments and equipment. The storage lockers, located on the 2nd floor, should be reserved for the musical instruments and equipment you use in the building on a regular basis. As such, they should not be "reserved" permanently by leaving a lock on an empty locker.

Because of shortage of storage, lockers are primarily for music majors first. If you are a production student or a business student who also plays instruments, then please store your instruments in your student studio room or arrange with Operations. Because of limited space, lockers are a privilege, not a guarantee.

Percussion students, you will not need to bring a padlock with you as the percussion storage area is in a separate, locked room on the 2nd floor, and your school ID card provides you access to this room. Due to the size and volume of percussion gear, only those students majoring in percussion may store percussion gear in that area.

Everyone at Visible Music College is expected to treat the lockers with care. While wear and tear from loading and unloading instruments is to be expected, if you are found abusing any locker, you will lose the privilege of using the lockers.

Visible Music College reserves the right to cut any lock and enter any locker at any time – especially any locker that is suspected of containing items that are illegal, dangerous, or in violation of values congruent with a Christian community.

If you have an issue with instrument storage or any locker (lost key/combo, damage, malfunction, etc.), please contact the Operations Manager.

#### **MEMPHIS PARKING**

Visible Music College does not have space for student parking in Memphis. No parking is available on campus. We do have a partnership with the next door parking lot - Best Park TN and students who qualify are able to add parking for each semester to their student bill. These students will also qualify for a parking discount. Please contact the financial office for details.

Our main lot and alley lot is not available for students to park in during the 7AM-6:30PM hours. If a student parks in either Visible lot during those hours:

1st offense- formal warning

2nd offense- vehicle towed at the student's expense or parking boot may be applied to your vehicle and only removed after paying \$100 to the business office.

#### **LOST AND FOUND**

Any items, material, mail, equipment, etc., left in non-designated areas will be removed. After one week of display in the Lost and Found Area, items will be considered school property to be done away with at the discretion of Visible Music College administration.

#### **STUDENT I.D. CARDS**

Students will be issued an official Visible Music College I.D. card. This I.D. card is valuable and should be protected. Your Student ID will be used to identify you as a Visible Music College student. It will also function to unlock certain doors, give you access to practice rooms that you have reserved, as well as serve as your library card to check out books and other resources.

Since I.D. cards give you building access, lost I.D. cards must be reported immediately to the Operations Manager so they can be deactivated. Lost I.D. cards must be replaced without exception, and there will be a \$25.00 charge to replace an I.D. card.

#### **STUDENT COMMENTS AND CONCERNS**

Student Comment Forms for complaints, suggestions, comments, and concerns can be obtained from the Office of Students. Signed comments will be directed to the appropriate department and a response will follow if requested. Please be sure to maintain a Christian attitude when voicing complaints, comments and concerns. Visible Music College encourages you not to discuss your complaints, comments and concerns with other students in a derogatory, non-productive fashion. This has proven to be an ineffective means of resolution for students, is unbiblical, and tends to lead to gossip and false accusations. Other avenues for more specific concerns: the Housing Coordinator, Resident Advisors, the Student Community Team, and the Director or VP of Students.

In order to present a complaint to our accrediting organization, TRACS, please see Academic Catalog.



## COMPUTER SERVICES

Visible Music College provides computing resources for all staff, faculty and students. These resources are intended to be used to enhance education and facilitate communication. Anyone wishing to use these resources must agree and adhere to the following policy.

### RESOURCES

The following resources are made available to all staff and students.

### INTERNET ACCESS

Visible Music College has installed a campus-wide wireless network to enable easy connection to the internet. Visible Music College does not provide any wired internet connections. All internet traffic is filtered for appropriate content.

### COMPUTER LAB

There is no formal computer lab. In the event that a student's laptop is being repaired, there may be a spare laptop available, but it does depend case by case basis.

### PRINTERS

Printing is available for any students needing to print school related documents. There is no charge for prints. In Memphis All students should print to the 3rd floor Lounge Printer.

### EMAIL

To enhance campus communication, an email address is provided for all staff and students. E-mail is the primary source of communication between students and staff via your Visible Music College address. It will be extremely important for you to check this account daily to have accurate and up to date facts concerning schedule changes and other important notices so you can succeed academically at Visible.

### FACEBOOK PAGES

There are a few Facebook pages connected with Visible Music College available to students for communication purposes:

- Visible Music College - Main Page
- Visible Music College SCT and Campus Life
- GROUP: Memphis Visible Community
- GROUP: Chicago Visible Community
- GROUP: Dallas Visible Community
- Visible Music College Alumni Association

### NETWORK STORAGE

Visible Music College provides storage through Google Apps for Education. With your Visible account you get unlimited storage in your Google Drive. The Office of Information Technology recommends you take advantage of this space that is made available to you.

### TECHNICAL SUPPORT

Technical support is offered to students free of charge for Visible Music College related issues. It is up

to the discretion of the tech support personnel what issues fall into this category.

### **USER RESPONSIBILITIES**

All users are expected to adhere to all applicable laws concerning computer use including copyrights, patents, and criminal acts. All actions while using Visible Music College resources should be above reproach and it is expected that users maintain this integrity even when off campus and using Visible Music College resources.

### **PERSONAL COMPUTERS**

Personal computers may not access the Visible Music College networks without approval of the Office of IT. To be considered for approval, each computer must adhere to these standards:

- Computer must be free from viruses, Trojans or other malicious files.

- Computer must be free of any spyware (download Ad-aware from the download.com and run it to remove any spyware from your computer.)

- Computer must remain free of all of the above for the remainder of the school year.

  - If it is found that a virus or spyware has corrupted a network resource from a personal computer, that person will be charged in accordance to the damage done.

### **PRIVACY**

All users are expected to use Visible Music College resources with care. Under no circumstances shall circumvention of security measures or any attempt to do so be tolerated. User privacy is important to Visible Music College and all users are expected to respect the privacy of each other.

### **CARE**

Abuse of resources (i.e.- hitting, dropping, spilling on, leaving in extreme weather conditions, etc.) will not be tolerated. The introduction of malicious software, including viruses and spyware, either intentionally or unintentionally, will not be tolerated.

### **CONTENT**

Users should not use Visible Music College resources to store, transmit, view, promote, or take part in inappropriate behaviors and/or content including, but is not limited to, pornography, hacking, illegal downloading of music and/or software etc. Users should be advised that any data transmitted using Visible Music College resources can and may be monitored.

Anyone using Visible Music College resources is expected to report any suspicious activities to the Office of Information Technology. While network and data monitoring is in place, users can play an important role in maintaining the security and integrity of these resources.

### **SECURITY POLICY**

As the dependence on Internet resources increases, so does the risk of identity theft and unauthorized access to personal computers. Visible Music College takes every precaution possible to ensure that the risk of attack is minimal. The Office of Information Technology reserves the right to force a user to change their password if it is suspected that security has been compromised.



## **GENERAL EMERGENCY GUIDELINES**

In the event of a campus emergency, the Operations Manager or a member of the Visible Music College VP Team will utilize the emergency notification system in Populi to notify all students and staff. It is therefore vital to maintain correct contact information in Populi to ensure you are notified in the event of a crisis or emergency. Emergency notifications will include instructions on where to meet after the emergency has subsided to conduct a headcount and make sure everyone is accounted for. Adding a verified mobile phone number in Populi will help to make sure that you will get a text message when any emergency notification is communicated. Without the verified text message you might get an email alert after the initial text message is sent.

If a student or staff member witnesses a crime being committed at any time in an on campus facility (a Visible-owned building), that student is strongly encouraged to report the crime immediately to local law enforcement and to report the crime and all details available to the Office of Students staff - any crime information reported is kept confidential and will be investigated thoroughly and acted upon swiftly by the Office of Students should any disciplinary action be deemed necessary.

### **WHAT IS A CRISIS?**

A crisis is anything momentous, urgent, threatening, and unplanned. At a school, crises could include a rape, suicide, major fire, bomb threat, and allegations of improper conduct, etc. among students.

### **WHAT IS AN EMERGENCY?**

An emergency is a sudden unforeseen crisis (usually involving danger) that requires immediate action.

### **EMERGENCY NUMBERS**

- Police, Fire Department, Ambulance 911
- Poison Control Center 800.876.4766
- The Crisis Center 901.274.7477 or 1.800.SUICIDE
- Mobile Crisis Unit 901.577.9400 (Provides on site evaluation for persons who may need hospitalization due to emotional crisis)
- RA's (students are given RA numbers during orientation)
- Director or VP of Students - Jeremy Lousion 347.645.9616

Visible Music College students are encouraged to adhere to the following guidelines/ procedures when confronted with a crisis/emergency.

### **GENERAL STEPS IN MEDICAL EMERGENCIES**

- Call out for an RA or Staff member.
- Have someone notify Emergency services by dialing 911.
- If immediate action must be taken and no emergency personnel are available, the 911 operators will assist you.
- Have someone bring you a first aid kit, if available.
- Do not move the victim unless absolutely necessary.
- Once professionals have been notified, alert the Student Community Team (RA's, Office of Students Personnel, VP of Students)

### **WHAT TO DO AFTER AN EMERGENCY**

- If needed/desired, contact the Student Community Team to assist any victims with reporting crimes

committed or filing grievances, if applicable

- Be sure that the Student Community Team is fully aware of what happened via email to the VP of Students.
- Contact the Office of Students to assist in Pastoral Care, assistance in finding counseling or help in dealing with events if needed.

### **MEDICAL EMERGENCY RESOURCES**

- MEMPHIS: Methodist Hospital; 1265 Union Ave. (901) 516-7000
- CHICAGO: Community Hospital; 901 MacArthur Blvd. (219) 836-1600
- DALLAS: Methodist McKinney Hospital; 8000 Eldorado Pkwy. (972) 569-2700
- ATASCADERO: Atascadero State Hospital; 10333 El Camino Real. (805) 468-2000

### **CRIME REPORTING**

Visible Music College Office of Students Staff prepare an annual disclosure of crime statistics in accordance with the Clery (Campus Security) Act 668.46 - the reports for the last number of years can be found publicly listed on Visible Music College's website and is submitted to the Tennessee Bureau of Investigation annually.

### **SCHOOL CLOSING POLICY**

The Vice President of Business will make the decision concerning canceling classes and/or closing offices. Our normal policy is to follow the action of the local public schools. When a rare decision to cancel classes has been made, one of the Vice Presidents will determine if the offices will likewise be closed or will open with different hours. Such information will be included in the announcement. Students will be notified of a school closing through text, email, and announcements on visible.edu and Populi.

### **WHAT TO DO DURING A TORNADO WATCH**

- Listen to local radio or television stations for updated information. You may find this information on your computer if you don't have a television or radio in your room. Visible Music College recommends that each student own a battery powered radio for these situations.
- Listen to the RA's and follow their instructions.
- If outside, take cover inside a building or lie in a low place.
- Bathrooms and stairwells are the safest spaces in Memphis Student Housing.

### **WHAT TO DO DURING A TORNADO WARNING**

- Remain indoors.
- Listen to the RA's and follow their instructions.
- Continue listening for updated weather information. You may hear a tornado siren that Memphis activates to warn the surrounding community. A siren will be the signal to move to the safe place (mem- downstairs basement of academic building).
- The power will possibly go out, so listen to weather reports on a battery powered radio.
- If you are inside the student housing, make every effort to get to the lowest level and most internal room. If there is no time, get into a bathtub. If you have time, you may want to put a mattress over you for added protection from flying debris. Stay away from the window and do not go outside.
- Remain in the safe room/ in the bathtub until sirens are turned off. RA's will perform a roll call of all students and will perform room checks if students are unaccounted for.

### **WHAT TO DO AFTER A TORNADO**

- Meet in the Student Housing parking lot in Memphis. The Resident Advisors will perform a head count, and assess injuries and damages. • For the Chicago campus, meet in the parking lot in front of the school. • The Resident Advisors will perform a head count, and assess injuries and damages.
- Stay out of damaged buildings until they are safe. (There may be electrical dangers, fire or gas leaks.)

### **IN CASE OF AN EARTHQUAKE**

- There is usually no warning before an earthquake. If you feel an earthquake, find a door frame and grasp the sides.
- Stay away from windows, bookcases, file cabinets, heavy mirrors or other heavy objects that could fall. Watch out for falling plaster and ceiling tiles.
- Stay under some form of cover until the shaking stops. Hold onto your cover. If your cover moves, move with it. Be prepared for aftershocks, and plan where you will take cover when they occur.

### **WHAT TO DO AFTER AN EARTHQUAKE**

- Meet in the school parking lot.
- The Resident advisors will perform a head count, and assess injuries and damages.

- Stay out of damaged buildings until they are safe (There may be electrical dangers, fire or gas leaks).

### **IN CASE OF A FIRE**

- A fire alarm may sound or you may see or smell smoke. Before exiting your room, carefully feel the door handle, if the handle is cool, exit your student studio room and go to the nearest staircase.
- In the event that smoke is present, stay low and move quickly through it.
- If it is hot, **DO NOT open the door**. Look to see if you can escape through a window. If not, retreat to the bathroom. Close the bathroom door, placing a wet towel at the bottom of the door. Lay down on the floor and wait for help.
- If you catch fire, STOP, DROP and ROLL.
- Call 911 when you are a safe from danger.
- Do not to go back into a burning building.
- Meet in the school parking lot.
- The Resident Advisors will perform a head count, and assess injuries and damages.

### **IN CASE OF AN ACTIVE SHOOTER SITUATION**

- If at all possible, find the nearest exit and get out of the building immediately.
- If not possible to exit immediately, seek cover (preferably in a locking room with no windows), turn lights off and barricade the door, cover the window, staying out of sight of that window if possible.
- Contact 911 at the first safe moment available.
- After contacting 911, alert someone on the Student Community Team (the Student Community Team will then notify the VP of Students).

### **WHAT TO DO AFTER AN ACTIVE SHOOTER SITUATION**

- Meet in the school parking lot, or zone designated the safe zone by law enforcement.
- Check in via text message with your RA (Resident Advisor)
- The Resident Advisors will perform a head count, and assist with assessing injuries and damages.
- Stay out of buildings until they are deemed safe by law enforcement.

### **PROCEDURES FOR MISSING PERSON REPORT**

If an individual believes that a member of the student community is missing, they need to immediately contact the Student Life Manager and/or the VP of Students. The Office of Students will immediately begin an investigation into the matter. If it is determined that the student is missing, then the proper authorities will be contacted to investigate the matter.

Visible Music College will notify the missing student's emergency contact no later than 24 hours after the student is determined missing.

During orientation, students are given safety tips and emergency contact numbers in case they or someone else is in danger.

Staff may report home life issues that involve younger siblings that they become aware of as required by law or Christian community.



## **STUDENT RIGHTS AND RESPONSIBILITIES**

It is the student's responsibility to read and comprehend Visible Music College policies and procedures, including those in the application for admission and student handbook. Questions should be referred to the Director of Students. Students not complying with Visible Music College policies and regulations may expect their actions to be reviewed by Visible Music College authorities, which may result in disciplinary fines and or actions, up to and including dismissal from Visible Music College without reimbursement of funds.

Policy changes/additions will be communicated through the Visible Music College official newsletter, electronic or otherwise. At the time of publication, these updates will be considered part of the Student Handbook. Each student is responsible for these policy updates once published.

## **GRIEVANCE POLICY AND PROCEDURE**

It is the policy of Visible Music College to provide an avenue to students for the resolution of a grievance or complaint when the grievance is not one which automatically requires formal action. This grievance procedure applies to all informal complaints, including discrimination and harassment. Both the complainant and responder can terminate the informal process and initiate the formal disciplinary process at any point of the grievance process.

The grievance procedures are intended to encourage resolution of the student's grievance informally and at the earliest possible stage. At the same time, where such resolution is not possible, these procedures provide for a more formal review of the situation by individuals not party to the case, and a final review by the Vice President Team. In providing these procedures, it is the intention of Visible to carry them out in an equitable and timely manner. However, in extenuating circumstances, it may not be possible to adhere to established time frames, and extension of time shall not be construed as failure to follow established procedures.

The grievance procedure applies to all complaints, including discrimination and harassment. Visible may charge persons through the judicial system even when the student files a grievance under this policy

### **STUDENT GRIEVANCE PROCEDURE**

**Step 1:** While complainants are not required to directly confront the person who is the source of a grievance, report, or question, before notifying any of those individuals listed in this Grievance Procedure, students are requested to resolve grievances with other students or staff directly. Students are required to make a reasonable effort to file their grievance in a timely manner as outlined in this policy. Academic grievances go to the Director of Academic Affairs, student life grievances go to the Director of Students, and grievances against the college directly go to the Director of Business.

**Step 2:** The student submits a written statement of grievance to the appropriate Director. The written statement must include the following: the name of the student or staff member whose action gave rise to the matter; the type of grievance alleged; a statement of the injury; the type of solution sought. In the event that the grievance concerns actions taken by the appropriate Director, the process will be conducted by the Vice President of Business.

**Step 3:** The Director shall refer the charge to the appropriate department head or director of the area involved. The department head or director shall seek to quickly (within 24 hours) mediate the charge with personal meetings and a written statement, and thereby affect an informal resolution of the

matter. Failing resolution, after consultation with both parties, the department head or director shall make a decision concerning the charge that shall be conveyed in writing to both parties and the appropriate Director that helped bring the grievance for the student. This phase of the grievance procedure shall be completed within (15) days of the initial written grievance.

**Step 4:** If the unresolved grievance concerns a staff member, an additional letter of formal complaint should be lodged with the Vice President of Business by the appropriate Director. The appropriate Director will be responsible for notifying the Vice President of Business of complaints not immediately resolved and will pursue all complaints toward a proper and timely conclusion, bearing in mind academic and student life responsibility for the whole community.

**Step 5:** All grievances that do not involve Title IX or the Clery Act will be resolved within 15 days satisfactorily. A file on written complaints will be kept in the Director of Academic Affairs and Director of Students offices.



## **INTELLECTUAL PROPERTIES**

Prior to registration, all students must sign the following Blanket Release Form. The Blanket Release Form is a simple, all-purpose general release that lets Visible Music College use student compositions and works for promotional and fund-raising purposes only. It also fits in with the hands-on, practical vision of the school by introducing students to the real-world concept of intellectual property rights, written agreements, and the licensing of works.

The general spirit and intention of all Visible Music College creative interactions, unless specifically noted elsewhere, is toward student ownership of copyright to original works while Visible Music College retains gratis rights of usage for promotion and fundraising in perpetuity.

This is the first of many documents the students should become familiar with as working musicians, songwriters, technicians, and professionals. If you have any general questions regarding the form, please feel free to contact the Music Business Department or the Office of Business. You should additionally seek the advice of an attorney for any specific legal questions you may have.

**Put simply, Visible wants students to forever own their copyrighted material (songs) and if Visible creates a recording, Visible simply owns and controls that recorded version to use for promo and fundraising for scholarships.**



## STUDENT HOUSING

The housing staff serves under the Vice President of Students, and consists of the Resident Advisors (RA's) and the Housing Coordinator. Their primary task is to create a living environment conducive to successful academic, spiritual, and professional growth at Visible Music College.

***\*If you are a student at Visible and a partner school at the same time, the Housing policy of the school at which you house applies.***

### PROCEDURES

If a student has a problem requiring assistance and has difficulty finding resolution through the Resident Advisor, the chain of command is as follows:

RA  
Housing Coordinator  
Director of Students  
Vice President of Students  
VP Team

### MAINTENANCE

Please notify the Housing Coordinator via email as well as an RA during room inspection of any maintenance issues.

### ROOM ASSIGNMENTS

Room assignments are made by the Housing Coordinator with the help of the Admissions Counselors and approved by the Vice President of Students. Every effort is made to assign roommates of similar interests or age, and to honor mutual roommate requests.

Room assignments are final and no student is allowed to switch rooms unless authorized by the Housing Coordinator.

### ROOM INSPECTIONS

For comfort, health, and safety reasons, room inspections will be made to ensure certain residents are complying with appropriate safety, health, and housekeeping expectations. Violations of any Visible Music College policies, which are noted during these checks, will be recorded, and residents of the room held responsible. Students will be provided with a sample Room Inspection Checklist for their convenience. (See: DISCIPLINARY ACTIONS for information regarding lack of reasonable compliance.)

Food and hygienic surfaces such as, but not limited to toilets, sinks, stoves, food surfaces, and showers can be health hazards when not properly kept clean. Substandard presentation of such surfaces will result in room checks.

Additionally, rooms should be tidy and presentable. This includes, but is not limited to, laundry, dust, floor condition, and general clutter. Substandard presentation of these areas can result in the residents of the room receiving a room check. Our approach to room inspections is built on a model that Jesus gives in Matthew 18 about confronting sin.

### ROOM ENTRY

Although Visible Music College acknowledges your desire for privacy, certain occasions necessitate

entering a student's room. These include room inspections, periodic maintenance checks, when an emergency exists or is believed to exist, and if there is reason to believe that the policies or standards of Visible Music College are being violated.

Maintenance personnel are not authorized to search student rooms but if during the performance of their properly assigned duties, they encounter or observe evidence of activities or articles in violation of Visible Music College rules and regulations and/or Laws of the State of Tennessee, Texas, California, or Illinois they will report such evidence to Visible Music College Staff.

Except in the case of an emergency, or what is believed to be an emergency, an attempt will be made to have at least one of the residents present during the room search. Before any search, an effort will be made to notify room occupants of the reason for the search, and will be afforded an opportunity to voluntarily produce the items or materials sought.

Residents who are not staff are not permitted to assist in the search of the personal goods and belongings of another. Any room searches by housing staff will be authorized by the Office of Students, unless an emergency or what is believed to be an emergency does not allow for time. Following all searches, the Housing Coordinator will file a written report which will be forwarded to the VC within 24 hours of the search.

Visible Music College is opposed to general room searches. General room searches will be permitted only in extreme situations as determined by the Office of Students. Rooms will be searched only with "cause." Occupants will be notified when there is reason to believe that established conduct, standard of health, or safety regulations are being violated.

### **CHECKOUT**

Students must set up a checkout time with the Housing Coordinator when preparing to move out of Student Housing. The Housing Coordinator or RA will arrive at the appropriate time and go through the checkout procedure. All items belonging to the student must be removed prior to checkout, but exceptions may be made on a case-by-case scenario with the expressed permission of the Housing Coordinator.

The whole room must be thoroughly cleaned prior to check out. If the room is not clean enough, the Housing Staff have the right to detain the student until the room meets the expectations or a cleaning charge will be deducted from the student's housing deposit.

Once a student has officially checked out, the responsibility of maintaining the room falls to those still residing there.

### **VACATING HOUSING**

If a student voluntarily vacates student housing - withdraws from the college, moves off campus, or leaves for reasons determined by Housing Coordinator or VP of Students - or if a student has been expelled from the college for any reason, then he/she will have 24 hours to contact the college Housing Coordinator, check out of student housing (leaving room cleaned and in the original condition as when they moved in, and leave the premises.

### **HOUSING REFUND**

Housing refund will be determined as per the Housing Contract (p45). If a student is removed from student housing due to disciplinary measures at any point in a semester, he/she will not be given a refund for housing. The student's housing deposit will be returned less any damages that are assessed by the Housing Coordinator upon checkout.

Any student that moves out of student housing without properly following the checkout procedure will not be refunded the cost of their housing for that semester, or any portion of their housing deposit.

Again, as stated in the first paragraph above, if there is an outstanding balance, the housing deposit refund will be applied to that balance. This applies to every refund situation described above.

Questions pertaining to these policies may be directed to the Business Office.

### **HOUSING POLICIES**

Courtesy and thoughtfulness will go a long way in making community living a positive experience. Please make a genuine effort to cooperate with all members of the residential community, and maintain a healthy respect of each other's differences.

### **REQUIRED STUDENTS**

On Campus Housing is required for all freshmen, first year students, sophomore and second year students, and is available for all students. Non-adherence to this policy will affect a student's scholarship eligibility, possibly resulting in loss of scholarships.

## HOUSING RULES

All Visible Music College Housing rules regarding noise, common room usage, or any other amenity are to be followed. Common sense and respect for others should prevail when decisions are being made.

## SAFETY

When walking to and from the school, students are expected to observe all relevant laws for pedestrians, including but not limited to the use of crosswalks and sidewalks. Visible Music College is located in an urban area, and students should exercise common sense when walking anywhere. As much as possible, walk in groups, and never walk anywhere alone at night. Do not enter the apartment of a stranger, even if they seem nice and do not invite strangers on campus or into your room.

## VISITORS

In Memphis, anytime that there is someone in a student housing room other than the residence of that room there needs to be a door stop propping the door open. It does not matter the gender of the visitor. In other locations where there is a separation between common space in an apartment and a bedroom, there is to be no one other than the residences of that specific room in the bedrooms. Common spaces may allow guests until curfew. (See COMMON LIVING AREAS for more details) and (See CURFEW for more details).

It is expected that the conduct with others be above reproach and reflect awareness of personal responsibility and Christian integrity, as interpreted by Visible Music College staff.

## NON-STUDENT GUESTS

Residents are responsible for the behavior of their guests and any damages that may occur. Guests are responsible at all times for observing the community policies of Visible Music College, its standards of conduct, and all other student policies. Residents must accompany guests at all times.

When students have a guest, they must notify the Housing Coordinator by filling out an **On Campus Visitor Request Form** (p53) and turning it into the housing coordinator 7 days prior to the visit. A copy of that is provided in this handbook. It is the student's responsibility to initiate communication regarding the visit. If permission is not acquired by the time the visitor arrives, the visit is not permitted. As a courtesy, residents should check-in with their roommates if guests will be spending any time in the student studio.

Overnight guests are not normally allowed at Student Housing. Special provisions for overnight guests may be made in special circumstances with the permission of the Housing Coordinator or the Director or VP of Students.

For security reasons, guests are absolutely not permitted in Student Housing during times when the campus is shut down, during holidays, etc.

## CURFEW

In order to help equip students for the intense schedule of Visible Music College so as to maximize professional and academic student development, we have implemented a curfew for all on-campus students. The system is designed to promote community life, mental alertness required for academic excellence, general health and safety, and common courtesy.

Curfew means the student is in his/her own room.

Nights before days with scheduled classes\* 1:00 am

Nights before days without scheduled classes\*\* 2:00 am

\* Developing yourself professionally by playing late gigs does not give you an excuse to skip class on Monday. We support gigging 100% and thus if you are planning on being out past curfew you must let an RA or the Housing Coordinator know for approval.

\*\*Any night when the next week day is not a school day and there are no academic responsibilities.

## VISITING HOURS

Hours when Students of the opposite gender are allowed in rooms that are not their own. You must have at least four total students in a specific student's room if there is a member of the opposite gender present.

Days with scheduled classes **9:30 am-9:00 pm**

Days without scheduled classes **11:00 am-10:00 pm**

## COMMON LIVING AREAS

Common living areas or common space vary from campus to campus. In Chicago and Dallas common living space is defined as the living room or common room in each apartment. Not including the bedroom. In Memphis the common living space is defined as the community space located on the first floor, outside the elevators on floors two through four, AND inside a student studio as long as it is during Visitor Hours and following the visitor procedures included in this Housing section.

## OVERNIGHT ABSENCES FROM VISIBLE HOUSING

Students who wish to leave Visible Music College housing overnight for one or both nights of the weekend do not need permission, however they must complete an **Off Campus out of Housing Form** (p54). A copy of this is attached to this handbook and copies will be made available to you. Please fill it out and return it to the housing coordinator no less than 48 hours prior to staying off campus.

Students are NOT allowed to stay outside of Visible Music College housing overnight during the week, but special permission may be given by the Housing Coordinator to do so in the case of an emergency or other occasions at the discretion of the housing coordinator.

Students are not permitted to spend the night in a room other than their own unless special permission from the Housing Coordinator is granted and all other parties involved.

## CURFEW EXTENSION

For special events (left at the discretion of the housing coordinator), curfew extensions will be permitted on weekends as long as there is 24 hour notice. Curfew extensions will be permitted on weekdays on the condition that you are in good standing with attendance and grades.

## NOISE CURFEW

This is a **city-wide** policy that begins at 10:30pm EVERY evening and ends at 8:00am each morning. No musical practice, disturbances, etc. can occur during this time. During Noise Curfew, noise in student housing should be limited to a level which does not disturb attempts to study or sleep. Visible Music College utilizes apartment buildings that house people other than Visible Music College Students. We have strict rules regarding noise complaints, and in an effort to maintain an upstanding witness to our partners and their residents there are additional expectations for those living in Student Housing: no noise should ever be made inside an apartment that can be heard outside the apartment.

To help facilitate this standard, the following standards should be met:

- No amplifiers of any kind (Bass, keys, guitar, etc.) should be used.
- No drum kits should be used.
- Practice pads are permitted before noise curfew.
- Vocal practicing is permitted before noise curfew.
- Electric instruments played through headphones are permitted before noise curfew.
- Acoustic guitars played quietly are permitted before noise curfew.

## RENTER'S INSURANCE

It is the responsibility of the student to secure renter's insurance for personal property. Visible Music College is not responsible for lost, stolen, or damaged articles. This includes any items in rooms and vehicles. If you need assistance with renters insurance, please contact the VP of Students.

## TRASH REMOVAL

Trash must be delivered in closed bags to the dumpster. When using the trash receptacles, be sure to close all gates, lids, etc. when finished disposing of trash. At no time are trash and/or personal items allowed to be in the hallway, breezeway, or stairwell. If trash is found outside of your apartment/student studio, you will be given a warning on first offense and then charged a trash removal fee of \$25 if removed by the custodial team.

## WATER HEATER POLICY (MEMPHIS)

Nothing is to be stored beyond the curtain, around, on top, or next to the water heater. All water heaters are set at a certain level and this will be monitored. No one is to adjust this under any circumstances.

## USAGE OF THERMOSTAT

Thermostats are to be set at a reasonable temperature. (we recommend 73 in summer and 76 in winter). Under no circumstances should the grate or access panel be removed.

#### UTILITIES

When a utility bill is in excess of \$50 per person, the overage will become the responsibility of the students residing in the room with the high bill.

#### INTERIOR ALTERATIONS

Painting and/or wallpapering the rooms are not permitted. No pins, tacks, or nails of any kind are allowed in the walls or ceilings. The room must be restored to its original condition at the time of checkout. This includes covering holes, repairing damage to walls, and cleaning. This may include paying extra money for repairs.

#### DAMAGES

All on-campus students are required to pay a \$300 refundable deposit. Students are responsible for the condition of their rooms and furnishings. When damages occur to the room or its furnishings, the housing deposit will be used to cover the cost of repairs. Any damages that happen as a result of abuse, carelessness, negligence, or horseplay will be the responsibility of those involved. If the responsible party in the room does not take ownership, all occupants will be responsible. Residents are responsible for their guests and will incur the charge for damages caused by guests. Report all damages to the Housing Coordinator via email as well as to an RA during room check.

#### FURNITURE

Visible Music College owned furniture may not be moved in or out of rooms without permission from the Housing Coordinator. This includes exchanging furniture with another room or moving it into storage.

#### PETS

No pets of any kind are allowed in Student Housing. Anyone found to have a pet will be subject to disciplinary action.

#### ROOM CARE

It is expected that trash removal and regular cleaning be common practice. To avoid being assessed damages later; please keep all bleach and detergents in the kitchen or bathroom. Be careful with nail polish remover and do not iron on the countertops or the carpet. RAs will perform a weekly room check.

#### FACILITY EMERGENCY

If there are any facilities emergencies such as plumbing or any issue that is outside the control of the RAs, please call the Housing Coordinator immediately.

#### ROOMMATE GRIEVANCE

If you have a complaint against another student about a cleanliness issue, you should first confront that brother/sister in love. If you voice your complaint and the offending student resolves the issue then you have "gained your brother/sister."

If you confront the offending student, and he/she does nothing to resolve the issue, then you should go to an RA. If you voice a complaint about another student to an RA, the RA will ask you if you went first to your roommate. If you have not gone to your roommate for whatever reason, the RA will instruct you to go first to your brother/sister to resolve the issue.

If you have gone to your roommate first, and he/she has not changed the behavior and/or resolved the health issue, then the RA will accompany the student to the room and confront the student about the problem, completing an official room inspection to assess the situation.

If the RA deems the issue to be a health or safety issue that is indeed in violation of Student Housing rules, then the RA will take time to understand the reason behind the violation, informing the student that he/she needs to clean or resolve the issue within 24 hours. Also, the RA will warn the student that if the issue is not resolved, the student will receive 2 sanction hours. The RA will return the very next day to do a second room inspection.

If the student has not resolved the issue after 24 hours, then the RA will immediately dispense and document the sanction hours. The student will be responsible for completing the sanction hours under the supervision of the RA and will receive 2 hours every day until the issue is resolved.

If the student resolves the issue, the RA may inform the student that he/she will be receiving personal room inspections for the remainder of the semester. If the student still refuses to resolve the issue, then the RA will bring the housing coordinator together with the accusing student to confront the

offending student. If, at that point, the offending student refuses to resolve the issue, then the Housing coordinator has the responsibility of reporting the issue to the Director or VP of Students to recommend expulsion from Student Housing. If at any time an RA observes a room or has any reason to suspect a health violation, he/she may do a room inspection informing you of the time and reason of the upcoming inspection.

If at any time an RA has reason to believe you have contraband in the room violating Visible code of conduct, the RA will confront you. If you deny it but there is still reason for the RA to suspect, the RA will contact the housing coordinator who will also confront you. If you still deny it and there is reason to suspect, the Housing Coordinator will involve the VP of Students who will perform a room check in your presence.

### **HOUSING DISCIPLINE**

Discipline is based on a three-infraction tier.

- Infraction 1: 2 sanctions hours will be assigned.
- Infraction 2: The student must appear in a mandatory meeting with the Student Community Team.
- Third infraction can result in expulsion upon review by the Director of Students. Any further infractions will result in expulsion.



## **STUDENT HOUSING AGREEMENT**

### **I. INTRODUCTION**

The purpose of this Contract is to set forth the terms and conditions of occupancy in Visible Music College student housing. By signing this Contract, the undersigned student agrees to abide by all the terms and conditions of this Contract, as well as the 2022- 2023 Academic Catalog and Student Handbook, including the Community Living Rules set forth therein, the Visible Values, and all other Visible Music College rules and regulations governing the conduct of students which are now in effect or which may be adopted and published at a later date. Residing in Visible Music College student housing is considered a fundamental part of the student's education. Therefore, all first-year students, freshmen, second years, and sophomores are required to live in Visible Music College student housing unless there is no available space or the student is removed from Visible Music College student housing pursuant to this Housing Contract or the Student Handbook. If a student requires an exemption from this requirement, the student must submit a written request to the Housing Coordinator. Exemption from this requirement may or may not be approved by the Housing Coordinator and/or the V.P. of Students in its sole discretion.

### **II. DUE DATE/ HOUSING CHARGES/ SECURITY DEPOSIT**

Signed Contracts, accompanied with the security deposit referenced below, must be submitted to the Business Office of Visible Music College directed to the attention of the Housing Coordinator on or before 90 days prior to Move In Day in order to reserve space within Visible Music College student housing. Priority for space and roommate choice will be given to the earliest submitted Contracts accompanied with the security deposit. Visible Music College student housing is limited, and students submitting their Contract after the due date are not guaranteed space within Visible Music College student housing.

All students under 18 years of age shall have this Contract signed by a parent, legal guardian or other adult who shall be responsible for paying the charges due under this Contract ("guarantor"). By signing this Contract, the student or undersigned guarantor agrees to pay a Housing Charge of \$3,000.00 per semester and to pay all other charges and charges due or arising under this Contract. The Housing Charge for the first semester shall be paid in full prior to check-in at Visible Music College unless other payment arrangements are made with the Business Office prior to check-in. The Housing Charge for the second semester shall be due and paid on or before January 1st, 2023 unless other payment arrangements are made with the Business Office prior to January 1st, 2023.

A \$300.00 security deposit must accompany the signed Contract in order to reserve space in Visible Music College student housing. The security deposit is not part of the Housing Charge, and will be applied as provided under the terms of this Contract and the Student Handbook. If the security deposit is not received within 21 days of Visible Music College's receipt of the signed Contract, Visible Music College may, but shall not be obligated to, terminate this Contract.

### **III. OCCUPANCY**

Occupancy for students is limited to students enrolled in Visible Music College. This Contract is for the occupancy and use of specific space assigned to the student within Visible Music College student housing. It is not a lease for a specific apartment, building or room. The student will not be allowed to occupy the assigned space until all Housing Charges due and the security deposit are paid in full. No credit will be given to the student for any period of time the student cannot occupy the assigned space due to failure to pay charges or during any time the student fails to occupy the assigned space, except in the case of an authorized termination of this Contract as provided in Article V below. If the student

fails to occupy the space by the first day of classes, without notifying Visible Music College of the student's intent to occupy the space at a later date, Visible Music College shall not be obligated to hold the assigned room for such student, but the student and the undersigned shall continue to be obligated for payment of the Housing Charge and all other charges arising hereunder. If the student loses his/her assigned room as a result of his/her failure to occupy it by the first day of classes, Visible Music College will make reasonable efforts to provide alternative accommodations for the student in its student housing but it will not be responsible to the student for any damages or losses if it is unable to do so.

This Contract may not be transferred, assigned or sublet by the student. All student housing is designed where each student will have an assigned roommate. While every effort will be made to comply with a student's preferences, full power is reserved by Visible Music College to make assignments and reassignments of space. Students are not allowed to switch rooms or allow persons other than their assigned roommates to occupy the assigned space unless authorized by the Housing Coordinator. If one or more vacancies occur in multiple occupancy rooms, the remaining student(s) agree to accept other roommates, as assigned, or move to another room if requested. Visible Music College reserves the right to consolidate vacancies. A student may request a single occupancy room by submitting a written request to the Housing Coordinator. The request may or may not be granted at the discretion of the Housing Coordinator and/or the V.P. of Students. The cost of a single occupancy room is typically double the cost of a double occupancy room. It is the policy of Visible Music College to assign roommates without regard to race or nationality.

#### **IV. TERM OF OCCUPANCY**

This Contract is for both semesters of the 2022-2023 academic year. Move in and move out dates are as published in the 2022-2023 Academic Calendar. Any Contract entered into with students entering Visible Music College after the beginning of the academic year will be for the remainder of that academic year.

#### **V. TERMINATION OF CONTRACT**

A. By the Student:

1. General Provisions: Any students required to live in Visible Music College student housing are not permitted to terminate this Contract except as provided in sub- paragraphs 4 and 5 below. All termination notices must be in writing and delivered to the Business Office of Visible Music College directed to the attention of the Housing Coordinator.
2. Students Entering Fall Semester: This Contract may be terminated without penalty if written notice of termination is received by Visible Music College on or before July 1st, 2022. The student will be charged a termination charge of \$300 if this Contract is terminated after July 1st, 2022, but before classes begin for the Fall Semester.
3. Students Entering Spring Semester, Having Not Been in Student Housing During the Fall Semester: This Contract may be terminated without penalty if written notice of termination is received by Visible Music College on or before December 1st, 2022. The student will be charged a termination charge of \$300 if this Contract is terminated after December 1st, 2022, but before classes begin for the Spring Semester.
4. Withdrawal from Enrollment: If the student fails to enroll after signing this Contract, or withdraws from enrollment at any time during the term of this Contract after the student has registered and paid charges, this Contract will be terminated.
  - a) In the case of a student who fails to enroll or register for classes after signing this Contract, the student will be charged a termination charge of \$300, shall be entitled to a refund of Housing Charges previously paid by the student, and the student's security deposit will be returned less any damages or debits for outstanding charges as provided in Article VI of this Contract
  - b) If a student gives written notice to Visible Music College prior at any time before withdrawing that they will be withdrawing from Visible Music College after classes begin and prior to the first day of Fall break for the Fall semester, the student will be charged a termination charge of \$500. The Housing Charges previously paid by the student will be refunded on a pro-rata basis as determined by the Business Office, the student will not be obligated to pay Housing Charges for the spring semester, and the student's security deposit will be returned less any damages or debits for outstanding charges as provided in Article VI of this Contract.
  - c) If a student gives written notice to Visible Music College at any time before withdrawing that they will be withdrawing from Visible Music College after classes begin and prior to the first day of Spring break for the Spring semester, the student will be charged a termination charge of \$300. The Housing Charges previously paid by the student for the Spring semester will be refunded on a pro-rata basis as determined by the Business Office, and the student's security deposit will be returned less any damages or debits for outstanding charges as provided in Article VI of this Contract.
  - d) If a student gives written notice to Visible Music College at any time before withdrawing that they will be withdrawing from Visible Music College on or after the first day of Fall break for the Fall

semester, or on or after the first day of spring break for the spring semester, the student will be charged a termination charge of \$500 if terminated in the Fall semester, and \$300 if terminated in the spring semester, and he/she will not receive a refund of any portion of the Housing Charges for that semester. However, the student's security deposit will be returned less any damages or debits for outstanding charges as provided in Article VI of this Contract. A student withdrawing in the Fall semester shall be entitled to a refund of Housing Charges previously paid by the student for the spring semester.

e) If, at the end of the Fall semester, a student is scholastically ineligible to enroll for Spring semester or graduates from Visible Music College, the student does not have to pay any termination charges. Any Housing Charges previously paid by the student for the Spring semester will be refunded to the student, the student will not be obligated to pay for Spring semester Housing Charges, and the student's security deposit will be returned less any damages or debits for outstanding charges as provided in Article VI of this Contract.

f) Upon withdrawal, the student shall have 72 hours from the effective date of withdrawal to check out of student housing in accordance with the check-out procedures set forth in Article VI, and leave the premises.

5. Marriage and Military Service: The student may terminate this Contract in the event that the student marries during the term of this Contract, upon providing proof of marriage to the Housing Coordinator; provided, however, this Contract may not be terminated if the student's spouse is another student residing in student housing, and Visible Music College is able to provide the student and his/her spouse with reasonably comparable alternative accommodations. If the student is permitted to terminate on the basis of marriage, the student will be charged a termination charge of \$300. The student may terminate without penalty if the student is drafted into the U.S. Armed Services during the term of this Contract, or if the student is a member of the U.S. Armed Services or Reserves and is called to active duty for more than 60 days or receives orders for a permanent change of station.

In the event of termination due to marriage or military service as provided herein, Housing Charges previously paid by the student will be refunded on a pro-rata basis as determined by the Business Office, and the student's security deposit will be returned less any damages or debits for outstanding charges as provided in Article VI of this Contract.

#### B. By Visible Music College:

1. Destruction or Unavailability of Space: In the event that (a) the Visible Music College student housing building or the space assigned to the student is damaged or destroyed by fire or other casualty, such that it cannot be reasonably occupied, or (b) the student's assigned space is unavailable, and (c) Visible Music College does not provide reasonably comparable alternative accommodations, this Contract shall terminate. In such event, all Housing Charges previously paid by the student shall be refunded on a pro-rata basis for the period during which accommodations are not available to the student. The student's security deposit will be returned less any damages or debits for outstanding charges as provided in Article VI of this Contract.

2. Violation of Contract or Policies: Visible Music College may terminate this Contract or the student's right of occupancy at any time if the student (a) violates the terms of this Contract, (b) violates the policies set forth in the 2022-2023 Academic Catalog and Student Handbook, including the Community Living Rules set forth therein, the Visible Values, or any other Visible Music College rules and regulations governing the conduct of students (available at [visible.edu](http://visible.edu)), (c) abandons the assigned space as reasonably determined by the Housing Coordinator, or (d) Falls behind on any payment arrangement made with the Business Office. In the event Visible Music College terminates this Contract pursuant to this paragraph, Visible Music College shall give the student at least 48 hours' notice to vacate the student housing unless Visible Music College determines that the student poses a danger to other persons or property, in which case Visible Music College may evict the student immediately. If Visible Music College terminates this Contract or the student's right of occupancy pursuant to the paragraph, the student shall continue to be liable for all Housing Charges and other obligations under this Contract.

Visible Music College reserves the right to change or amend any of its rules, regulations or policies in its discretion where it determines such change or amendment to be in the best interest of its students provided any such change or amendment shall apply to all students. Any such changes or amendments shall be communicated or made available to the students and shall be a part of this Contract. In the event Visible Music College terminates this Contract pursuant to this paragraph V(B)(2), the student shall not be entitled to a refund of any portion of the Housing Charges, but shall receive a refund of the student's security deposit less any damages or debits for outstanding charges as provided in Article VI of this Contract. 3. Unforeseen Circumstances: Visible Music College may terminate this Contract, or provide alternative accommodations, at the request of a student due to unforeseen circumstances such as an illness, medical condition or other personal or family matter. Any refund of Housing Charges shall be at the discretion of the Housing Coordinator based on the circumstances and timing of the request. If this Contract is terminated, the student shall be entitled to

a refund of the student's security deposit less any damages or debits for outstanding charges as provided in Article VI of this Contract.

#### **VI. CHECKOUT PROCEDURE/ SECURITY DEPOSIT**

The student must vacate by 4:00 p.m. on the last day of the Contract term. A student withdrawing from Visible Music College prior to the end of a semester or terminating this Contract on the basis of marriage, military service, graduation or unforeseen circumstances, as provided in Article V(A)(5) and (6) and Article V(B)(3) above, must vacate his/her room within 72 hours after such withdrawal or termination. A student evicted from student housing pursuant to Article V(B)(2) must vacate his/her room within 48 hours of dismissal unless otherwise required to vacate immediately as provided therein. At least 48 hours prior to vacating the premises, the student shall contact the Housing Coordinator to schedule an inspection of the assigned space. The student shall remove all of the student's personal items prior to the check-out inspection unless an exception is granted by the Housing Coordinator. The assigned space must be thoroughly cleaned prior to the check-out inspection. At the appointed time, the Housing Coordinator, or an RA, along with the student, will inspect the student's assigned space for damages and cleanliness. The RA has no authority to bind or limit Visible Music College regarding deductions for repairs, damages, or charges. Any statements or estimates by Visible Music College or our representative are subject to correction, modification, or disapproval before final accounting or refunding.

The Business Office shall within 30 days after the inspection provide the student with a statement of any necessary repairs or work, as well as the cost of any necessary additional cleaning that may be required. At check-out, the student shall return all keys and security cards of that student to the Housing Coordinator or RA and provide a forwarding address.

Visible Music College shall deduct from the student's security deposit sums sufficient to compensate Visible Music College for the following items: (A) any damages to the student's assigned space, excluding normal wear and tear, (B) any damages to the student's assigned space due to negligence, carelessness, accident or abuse, (C) the cost of any additional cleaning which may be required, and (D) any unpaid charge or other charges due to Visible Music College, including but not limited to tuition charges, Housing Charges, computer charges, termination charges, unpaid damage claims, pet fines, key replacement charges, charges for removing and/or storing abandoned property or automobiles, unpaid utility charges, and actual damages and expenses, including attorney charges, resulting from the student's breach of this Contract. After deducting these items, the balance of the security deposit, if any, shall be refunded to the student within thirty (30) days after the student vacates the assigned space, provided that the student has followed the checkout procedure. Any amount that exceeds the security deposit shall be billed to the student.

Unless the Housing Coordinator or RA can reasonably determine to his/her satisfaction that a particular occupant of the assigned space is responsible for causing any particular item of damage to the space, all occupants of the assigned space will be jointly and severally liable for the cost of repairing such damage. In such case, the Housing Coordinator will charge the cost of repairing such damage equally against all of the occupants' security deposits, but each of the occupants shall remain jointly and severally liable for the damage to the extent the security deposits of the occupants are not sufficient to cover the damage. The student shall not be responsible for any damage to the assigned space caused by the negligence of Visible Music College or its contractors or agents, or caused by acts of God.

Student is not permitted to store any personal property on the premises beyond the term of this Contract unless alternate arrangements for storage have been made with the Housing Coordinator at or prior to check-out. Student agrees that, unless student has specifically arranged for and been authorized to store certain items of personal property, any personal property of the student left in the assigned space after student has checked out and vacated the assigned space shall be considered abandoned by the student, and Visible Music College may retain or dispose of such property in its discretion, including throwing it away or giving the property to a charitable organization. The student agrees that he/she will not have any claim against Visible Music College for any such abandoned personal property.

If the student fails to comply with the check-out procedures, as set forth above, the student will forfeit his/her security deposit; and any pro-rata refund of Housing Charges which the student might otherwise be entitled to receive may be forfeited or may be paid in the discretion of the Housing Coordinator after considering the circumstances of the student's failure to comply, and after considering the student's reasons for vacating the premises and the timing of same.

## **VII. GENERAL PROVISIONS**

### **A. Utilities.**

Visible Music College shall provide utilities (electric, water, gas, if applicable, and wireless internet service) for the assigned space in an amount up to \$50 per person, per month, which costs are included in the Housing Charge. In the event utility costs exceed \$50 per person, per month, Visible Music College reserves the right to pass on the excess utility costs to all of its occupants on a pro-rata basis. In such an event, each student shall reimburse Visible Music College his or her pro-rata share for the excess cost of utilities, not to exceed \$50 per person, per month, within 10 days after receipt of an invoice for such excess utility costs from Visible Music College. The student will be responsible for any damage or expense resulting from stoppages caused by improper objects in plumbing lines exclusively serving the student's assigned space. Visible Music College may cause utilities to be temporarily interrupted as necessary to avoid property damage or to conduct repairs or perform work on the property.

### **B. Care of Room and Furnishings/ Right of Inspection.**

1. The student shall be responsible for maintaining the assigned space in a neat and orderly condition at all times and for correcting any abuse called to the student's attention by Visible Music College representatives. The student shall be responsible for all damage to Visible Music College property in the student's assigned space during the term of occupancy as well as any damage done to the assigned space itself. Each occupant of the space assigned to the student is jointly and severally liable for any loss or damage to Visible Music College property or to the room caused by the student, other occupants, or the student's or other occupants' guests or invitees, unless such damage is caused by the negligence of Visible Music College or its contractors or agents, or caused by acts of God.

2. No grills or fire pits are permitted on the balconies. Care should be taken not to overload the balcony with too many people. No kerosene lamps, gas appliances, or hazardous substances are permitted in the rooms.

3. Authorized representatives of Visible Music College shall have the right to enter any space at any time for the purpose of housekeeping and inspections. Visible Music College shall also have the right to enter any space at any time if Visible Music College has a good faith basis to believe that this Contract or any policy is being violated.

### **C. Keys and ID Cards.**

Access to the student housing building requires the use of Student ID Access Cards and/or keys. Students are responsible for their door keys and ID cards. Students are responsible for replacing lost, stolen or damaged keys or cards. The price of a key or card is \$25.

### **D. Loss.**

The student shall be solely responsible for his/her personal property. Visible Music College accepts no responsibility and shall not be liable for theft, damage, or other loss of money, valuables or personal effects of the student regardless of the causation of the loss. Visible Music College shall not be liable to the student or any guest or occupant for personal injury or loss of property from any cause including fire, smoke, flood, water leaks, interruption in utilities, pipe leaks, weather related damage, theft, vandalism, or negligent or intentional acts of the student, other occupants, guests, or other persons. Insurance maintained by Visible Music College does not cover the student's personal property, and the student is urged to purchase his/her own insurance policy for any valuable personal items.

### **E. Use of Property.**

The student rooms and the furnishings provided therein are to be used in the manner for which they are intended. No Visible Music College property, including room and common area furnishings, may be moved within the building or taken from the room without the permission of Visible Music College housing officials.

F.Pets. No pets of any kind are permitted, even temporarily, in Visible Music College Housing. If the student requires the use of a service animal, this must be disclosed during the acceptance process and the student will have proof and will have registered that animal with the Housing Coordinator before move in. A fine in the amount of \$100 per animal, and \$5 per animal per day from the day the animal is brought into the student's assigned space until it is removed, will be imposed against any student who is found to have a pet.

### **G. Interior Alterations and Repairs.**

Painting and/or wallpapering the rooms are not permitted. No pins, tacks, nails or stickers of any kind are allowed on the walls or ceilings. The student is not allowed to make repairs, make changes to electrical or other wiring, install carpeting other than area rugs, change locks or alter security systems, or otherwise alter the property or any systems on the property. The room must be restored to its original condition at the time of checkout. Except in the case of an emergency, all requests for repairs should be submitted in writing to the Housing Coordinator. Student must promptly notify the Housing Coordinator, RA, or Business Office of any water leaks, malfunctioning utilities, mold, electrical problems, broken or missing locks, or any other conditions that pose a hazard to property, health or safety.

### **H. Parking.**

There is no guaranteed available parking at the Visible Music College student housing in Memphis and parking costs are not included in Housing costs. However, there are a number of available parking options in the vicinity. Students may contact the Housing Coordinator to determine available parking options. Students shall be responsible for making his/her own parking arrangements and for all expenses of parking. Visible Music College may regulate the time, manner and place of parking all cars, trucks, bicycles, motorcycles and other vehicles. No boats, trailers, or recreational vehicles are permitted in the Visible Music College parking areas. Visible Music College may tow or boot any vehicle parked in violation of Visible Music College policies, or any unauthorized or illegally parked vehicle, at the owner's or operator's expense. Any parking is not included in the Housing costs.

I. Indemnity.

The student and/or the undersigned guarantor agree to indemnify and hold Visible Music College and its employees, officers, directors and trustees harmless from any and all loss, damage, injury, liability and expense arising out of the student's conduct, or that of the student's invitees and guests.

J. Collection.

If it becomes necessary for Visible Music College to collect any charges or other amounts owing under this Contract or to enforce the terms of this Contract, the student and undersigned guarantor shall be responsible for all of Visible Music College's costs of collection or enforcement, including reasonable attorneys' charges and Expenses.

K. Governing Law. This Contract is entered into, and shall be construed in accordance with the laws of, the State of Tennessee, excluding, however, the conflict of law and choice of law provisions thereof.

L. Jurisdiction and Venue. Any action or proceeding seeking to enforce any provision of this Contract shall be brought in the courts of the State of Tennessee sitting in Shelby County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue. Each party consents to the removal to such courts of any action or proceeding commenced in a different jurisdiction.

M. Waiver of Jury Trial. To the extent permitted by law, each party waives any right to a trial by jury in any action arising from or related to this Contract.

**THIS HOUSING CONTRACT IS A LEGAL DOCUMENT AND SHALL BE BINDING UPON AND ENFORCEABLE AGAINST STUDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS.**



## **COMMUNITY SCHOLARSHIP**

Visible Music College offers a number of community scholarships each year. These are for full time students in housing in recognition of their involvement in the community.

### **Qualifications**

- Applicant must be a full-time Visible Music College student (taking 12 or more credit hours per semester)
- Applicant must be a bachelor upperclassman (60+ credits), or Certificate, or Master's student at Visible
- Applicant must adhere to the Visible Values as defined in the Student Handbook
- Applicants must maintain a cumulative 2.5 GPA or above
- Maintain a passing grade for Visible Community (Undergraduate students)
- Participate in Student Life (including Winter Retreat and October-rest)
  - This means that they are to show up to Orientation Events including House System and SCT Activities that are listed as required.
  - Must be at all scheduled RA and residential Meetings.
- Applicant must be living in student housing
- Applicants must complete housing chores during their scheduled weeks



## **ON CAMPUS VISITOR REQUEST**

If you would like a friend or relative to stay with you in Student Housing you must first check with your roommate and then if approved by them fill out this form. Note there will only be guys staying in guys apartments and girls staying in girls apartments. If you have a friend of the opposite gender they can not stay in your room and will have to seek accommodations elsewhere. The print form is available at the front of Student Housing. Use the print version every time.

Click here to see a similar form:

<https://docs.google.com/document/d/1S7TMZz2F6hMYbLBXBO680ScNAhWyDLWSRVhHtfOVEFE/edit?usp=sharing>

## **OFF CAMPUS OUT OF ROOM FORM**

If you want to stay off campus at any point during the school year, you must fill this form out 24 hours ahead of time for permission from the housing coordinator. The print form is available at the front of Student Housing. Use the print version every time.

Click here to see a similar form:

[https://docs.google.com/forms/d/113btqY\\_Sb-CB8Ujdh-AcOkrrFBtIVkCopUUjNEDCLO/edit?usp=sharing](https://docs.google.com/forms/d/113btqY_Sb-CB8Ujdh-AcOkrrFBtIVkCopUUjNEDCLO/edit?usp=sharing)

# Visible Music College Title IX Sexual Harassment Policy

## Section 1: Introduction

- 1.1 Policy Statement:** Visible Music College (“Visible” or “the College”) is committed to creating and maintaining a learning and working environment that is free from unlawful discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in education programs or activities; Title VII of the Civil Rights act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act, Clery Act, and the Violence Against Women Act (VAWA). Sexual Harassment and Retaliation under this Policy will not be tolerated by Visible and is grounds for disciplinary action, up to and including, permanent dismissal from Visible and/or termination of employment.
- 1.2 Purpose:** Visible takes all reported sexual misconduct and harassment seriously. Visible will promptly discipline any individuals within its control who are found responsible for violating this Policy. Additionally, reported sexual misconduct, harassment, and retaliation that does not meet the definitions and jurisdiction of this policy will be referred for review under the Non-Title IX Sexual Harassment Policy in compliance with VAWA and Clery Act.
- 1.3 Applicability:** This Policy applies to students and employees as follows:  
To Students: Where the Respondent is a student at Visible at the time of the alleged conduct, the alleged conduct includes Sexual Harassment under this Policy, the alleged conduct occurs in Visible’s Education Program and Activity, the alleged conduct occurs against a person in the United States, and the Complainant is participating in or attempting to participate in Visible’s Education Program or Activity.  
To Employees: Where the Respondent is an employee at Visible at the time of the alleged conduct, where the alleged conduct includes Sexual Harassment under this Policy, the alleged conduct occurs in Visible’s Education Program and Activity, the alleged conduct occurs against a person in the United States, and the Complainant is participating in or attempting to participate in Visible’s Education Program or Activity.
- 1.4 Title IX Coordinator and Key Title IX Officials:** The Title IX Coordinator is the Visible administrator who oversees Visible’s compliance with Title IX. The Title IX Coordinator is responsible for administrative response to reports and Formal Complaints of Sexual Harassment. The Title IX Coordinator is available to discuss the grievance process, coordinate supportive measures, explain Visible policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate one or more Deputy Title IX Coordinators to facilitate these responsibilities.

Any member of the Visible community may contact the Title IX Coordinator with questions. Title IX Coordinator contact information is as follows:

**Title IX Coordinator**  
Toni Melton  
toni@visible.edu  
901.381.3939 x227

In addition to the Title IX Coordinator, Visible appoints investigators, decision makers and informal resolution facilitators who have roles in the formal grievance process more fully explained in Sections 6 through 8 of this policy.

The Title IX Coordinator, investigators, decision-makers, and informal resolution facilitators will receive annual training in compliance with Title IX. All administrators in these roles will not rely on sex stereotypes and will provide impartial investigations and adjudications of Formal Complaints of Sexual Harassment. All materials used to train these administrators will be publicly made available on Visible’s website in accordance with Title IX requirements.

The Title IX Coordinator, Deputy Title IX Coordinators, investigators, decision-makers, and informal resolution facilitators shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

- 1.5 Notification:** Visible will use University electronic mail (email) for purposes of communication and notification under this Policy.
- 1.6 Free Speech:** Freedom of speech and principles of academic freedom are central to the mission of institutions of higher education. Constitutionally protected expression cannot be considered Sexual Harassment under this Policy.
- 1.7 Dissemination of Policy:** This Policy will be made available to all Visible administrators, faculty, staff, and students online at [www.visible.edu/titleix](http://www.visible.edu/titleix) and will be referred to in the Visible Student Handbook and the Visible Handbook (staff handbook) of operating procedures.
- 1.8 Effective Date:** The effective date of this Policy is July 1, 2022.
- 1.9 Retaliation and False Statements Prohibited:** Neither Visible nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy. Alleged violations of Retaliation will be referred to the Title IX Coordinator to be investigated and resolved under the respective Visible Code of Conduct.

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited under this Policy.

Charging an individual with a Code of Conduct violation for making a materially false statement in bad faith during a grievance proceeding under this Policy does not constitute Retaliation prohibited under Policy. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

- 1.10 Amnesty:** Reporting Sexual Harassment is encouraged at Visible. Thus, it is imperative that Complainants and witnesses share information without fear of potential consequences for certain policy violations including, but not limited to, underage consumption of alcohol or the use of illicit drugs. Visible offers parties and witnesses amnesty from such violations but parties or witnesses may be responsible for other, more serious conduct that harmed or placed the health or safety of any other person at risk ("Amnesty"). After granting Amnesty, Visible may include educational opportunities for individuals in lieu of a finding of responsibility or punitive sanctions with the student regarding alcohol or drugs. This Section does not apply to reports to the police; rather, it applies only to discipline for violations of the Visible Code of Conduct.
- 1.11 Other University Policies:** This Policy takes precedence over other Visible policies and procedures concerning Sexual Harassment under Title IX in the event of a conflict.
- 1.12 Modification and Review of this Policy:** Visible reserves the right to modify this Policy to take into account applicable legal requirements. Visible will regularly review this Policy to determine whether modifications should be made.
- 1.13 Additional Code of Conduct or Visible Music College Policy Violations:** Alleged violations of the student or employee Code of Conduct and/or the Non-Title IX Sexual Harassment Policy that arise from the same events as alleged sexual misconduct under this Policy will be investigated and resolved under the grievance process in this Policy unless the Sexual Harassment has been dismissed under Section 5.2 of this Policy.
- 1.14 Standard of Proof:** The burden rests with Visible to prove that a violation of this policy occurred by a Preponderance of the Evidence (more likely than not).

## Section 2: Definitions

### 2.1 Definitions of Prohibited Conduct Under this Policy

**2.1.1 Sexual Harassment** means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct (Quid Pro Quo);

- (2) Unwelcome conduct determined by a Reasonable Person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- (3) Sexual Assault, Dating Violence, Domestic Violence or Stalking as defined in this Policy.

**2.1.2 Sexual Assault** means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation, including Rape, Fondling, Incest, and Statutory Rape as defined in this Policy.

**2.1.3 Rape** means the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the Consent of the victim.

**2.1.4 Fondling** means the touching of the private body parts of another person for the purpose of sexual gratification, without the Consent of the victim, including instances where the victim is incapable of giving Consent because of his/her age or because of his/her temporary or permanent mental Incapacity.

**2.1.5 Incest** means sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

**2.1.6 Statutory Rape** means sexual intercourse with a person who is under the statutory age of Consent.

**2.1.7 Dating Violence** means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship,
  - The type of relationship,
  - The frequency of interaction between the persons involved in the relationship.

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.

**2.1.8 Domestic Violence** includes felony or misdemeanor crimes of violence committed by:

- a current or former spouse or intimate partner of the victim,
- a person with whom the victim shares a child in common,
- a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- a person similarly situated to a spouse of the victim under the domestic or family violence laws of Tennessee or
- any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Tennessee.

**2.1.9 Stalking** means engaging in a Course of Conduct directed at a specific person that would cause a Reasonable Person to—

- fear for his or her safety or the safety of others; or
- suffer Substantial Emotional Distress.

## **2.2 Definitions Related to Sexual Harassment: Consent, Course of Conduct, Incapacitation, Reasonable Person, Substantial Emotional Distress**

**2.2.1 Consent** is affirmative, conscious, voluntary, and revocable. Consent to sexual activity requires of each person an affirmative, conscious, and voluntary agreement to engage in sexual activity.

It is the responsibility of each person to ensure they have the affirmative Consent of the other to engage in the sexual activity. Lack of protest, lack of resistance, or silence do not, alone, constitute consent. Affirmative consent must be ongoing and can be revoked at any time during sexual activity.

The existence of a dating relationship or past sexual relations between the Complainant and Respondent will never by itself be assumed to be an indicator of consent (nor will subsequent sexual relations or dating relationship alone suffice as evidence of Consent to prior conduct).

The Respondent's belief that the Complainant consented will not provide a valid defense unless the belief was actual and reasonable. In making this determination, the decision-maker will consider all of the facts and circumstances the Respondent knew, or reasonably should have known, at the time. In particular, the Respondent's belief is not a valid defense where:

- (1) The Respondent's belief arose from the Respondent's own intoxication or recklessness;
- (2) The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the Complainant affirmatively Consented; or
- (3) The Respondent knew or a reasonable person should have known that the Complainant was unable to Consent because the Complainant was incapacitated, in that the Complainant was:
  - asleep or unconscious
  - unable to understand the fact, nature, or extent of the sexual activity due to the influence of drugs, alcohol, or medication
  - unable to communicate due to a mental or physical condition.

**2.2.2 Course of Conduct** means two or more acts, including, but not limited to, acts in which the individual directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveils, threatens, or communicates to or about, a person, or interferes with a person's property.

**2.2.3 Incapacitation** means that a person lacks the ability to actively agree to sexual activity because the person is asleep, unconscious, under the influence of alcohol or other drugs such that the person does not have control over their body, is unaware that sexual activity is occurring, or their mental, physical or developmental abilities render them incapable of making rational informed decisions. Incapacitated is a state beyond drunkenness or intoxication. A person is not necessarily incapacitated merely as a result of drinking, using drugs, or taking medication.

A person violates this policy when they engage in sexual activity with another person who is Incapacitated and a Reasonable Person in the same situation would have known that the person is Incapacitated. Incapacitation can be voluntary or involuntary. Signs of Incapacitation may include, without limitation: sleep; total or intermittent unconsciousness; lack of control over physical movements (e.g., inability to dress/undress without assistance; inability to walk without assistance); lack of awareness of circumstances or surroundings; emotional volatility; combativeness; vomiting; incontinence; unresponsiveness; and inability to communicate coherently. Incapacitation is an individualized determination based on the totality of the circumstances.

**2.2.4 Reasonable Person** means a reasonable person under similar circumstances and with similar identities to the victim.

**2.2.5 Substantial Emotional Distress** means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

## **2.3 Other Defined Terms**

**2.3.1 Actual Knowledge** means Notice of Sexual Harassment allegations to the Title IX Coordinator or any Official with Authority, except that actual knowledge is not met when the only individual with actual knowledge is the Respondent.

**2.3.2 Business Day** means any weekday not designated by Visible as a holiday or administrative closure day. When calculating a time period of Business Days specified in this Policy, the Business Day of the event that triggers a time period is excluded.

- 2.3.3 Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. Complainants and Respondents are referred to collectively as “parties” throughout this Policy.
- 2.3.4 Confidential Employee** means an individual who will not report any information about an incident to the Title IX Coordinator without the Complainant’s permission.
- 2.3.5 Disciplinary Sanctions** are imposed only after a finding of responsibility through the grievance process or an agreement through the informal resolution process.
- 2.3.6 Education Program or Activity** includes locations, events, or circumstances over which Visible exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs. This includes conduct that occurs on Visible property, during any Visible activity, or in any building owned or controlled by a student organization that is officially recognized by Visible.
- 2.3.7 Formal Complaint** means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that Visible investigate the allegation of Sexual Harassment.
- 2.3.8 Official with Authority** means an individual who has the authority to institute corrective measures and is required to report Sexual Harassment to the Title IX Coordinator to initiate Visible’s response to the Sexual Harassment allegations. Officials with Authority are limited to the following positions at Visible, Title IX Coordinator and the VP and Directors Team.
- 2.3.9 Remedies** are designed to restore or preserve equal access to Visible’s Education Program or Activity. Remedies may include but are not limited to the same individualized services as Supportive Measures; however, Remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 2.3.10 Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment. Complainants and Respondents are referred to collectively as “parties” throughout this Policy.
- 2.3.11 Responsible Employee** means any individual who is employed by Visible and not deemed to be a Confidential Employee or Official with Authority. Responsible Employees are expected by Visible to report Sexual Harassment to the Title IX Coordinator promptly upon receiving a report of a Sexual Harassment.
- 2.3.12 Retaliation** means intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX or this Policy.
- 2.3.13 Supportive Measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed.

Such measures are designed to restore or preserve equal access to Visible’s Education Programs or Activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Visible’s educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

# Section 3: Reporting Sexual Harassment and Preservation of Evidence

## 3.1 Reporting to Visible Music College

**3.1.1 Reporting to Title IX Coordinator:** Reports of Sexual Harassment may be made to the Title IX Coordinator in any of the following ways, by anyone, at any time: email, phone, online form, mail. Reports may be made to the Title IX Coordinator via email or phone at toni@visible.edu or 901.381.3939 x227, during normal business hours. After Title IX Sexual Harassment has been reported to the Title IX Coordinator, the Title IX Coordinator will promptly offer supportive measures to the Complainant, regardless of whether the Complainant was the reporter of the Sexual Harassment.

**3.1.2 Reporting to Officials with Authority:** The following positions are Officials with Authority:

Title IX Coordinator  
VP and Directors Team

If Officials with Authority are notified of Sexual Harassment, they shall promptly report such Sexual Harassment to the Title IX Coordinator who will take immediate action under this Policy.

**3.1.3 Reporting to Confidential Employees:** Visible employees VP and Directors Team are considered Confidential Employees when they are operating under their respective licenses at the time the information was received. Reports made to Confidential Employees under this definition are considered confidential reports and will not be reported to the Title IX Coordinator without the Complainant's permission and will not constitute actual notice to Visible.

**3.1.4 Reporting to Responsible Employees:** Visible employees who are not Confidential Employees or Officials with Authority are defined as Responsible Employees and are expected to report alleged Sexual Harassment to the Title IX Coordinator promptly upon receiving a report of Sexual Harassment.

**3.1.5 Anonymous Reporting:** Anonymous reports may be made by telephone, in writing or electronically with Title IX Coordinator. A decision to remain anonymous, however, may greatly limit Visible's ability to stop the alleged conduct, collect evidence, or take action against parties accused of violating this Policy.

**3.2 Reporting to Law Enforcement:** Reports may be filed with local law enforcement agencies. The Title IX Coordinator can assist with contacting law enforcement agencies. Law enforcement investigations are separate and distinct from Visible investigations.<sup>1</sup>

**3.3 Reporting to Outside Agencies:** Students and employees may report to external agencies:

- Students  
Office for Civil Rights  
U.S. Department of Education  
61 Forsyth Street S.W. Suite 19T10  
Atlanta, GA 30303-8927  
Telephone: 404-974-9406  
Fax: 404-974-9417  
Email: ocr.atlanta@ed.gov

Office for Civil Rights  
U.S. Department of Health and Human Services  
Sam Nunn Atlanta Federal Center, Suite 16T70  
61 Forsyth Street S.W.  
Atlanta, GA 30303-8927  
Telephone: 1-800-368-1019  
Fax 202-619-3818  
Email: ocrmail@hhs.gov

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<sup>1</sup> A list of local law enforcement agencies for each campus are listed in Appendix A.

- Employees  
U.S. Equal Employment Opportunity Commission  
220 Athens Way Suite 350  
Nashville, TN 37228-9940  
Telephone: 1-800-669-4000  
Fax 615-736-2107  
Email: info@eeoc.gov
- Outside Agency Confidential Support and Resources<sup>2</sup>:

National Sexual Assault Hotline  
(800) 656-HOPE (4673) (24-hour hotline)  
<https://ohl.rainn.org/online> (online hotline)

Suicide and Crisis Intervention  
1.800.SUICIDE

**3.4 Time Limits on Reporting.** There are no time limits on reporting Sexual Harassment to the Title IX Coordinator or Visible. If the Respondent is no longer subject to Visible’s Education Program or Activity or significant time has passed, Visible will have limited ability to investigate, respond and/or provide disciplinary remedies and sanctions.

**3.5 Visible’s Federal Reporting Obligations:** Certain Visible employees, called Campus Leads or Operations Staff, have a duty to report certain incidents of misconduct to comply with the Clery Act. Campus Security Authorities are not required to report personally identifiable information for Clery Act purposes, but statistical information must be sent regarding the type of incident that occurred and its general location (e.g., on or off-campus) for publication in an annual report of crime statistics, called the Annual Security Report. Statistics published in the Annual Security Report help to provide the campus community with a clearer picture of the extent and nature of campus crime, but the statistics do not personally identify Complainants or Respondents. Reports by Campus Security Authorities are not official police reports and do not initiate criminal investigations.

When Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking are reported under the Clery Act, Visible must issue timely warnings for such incidents that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

Visible will not disclose a Complainant’s name and other identifying information in a timely warning but will provide sufficient information for Visible community members to make informed safety decisions in response to potential danger.

**3.6 Preservation of Evidence:** Visible recognizes that a Complainant may need time to decide whether to report an incident of Sexual Harassment to the police and/or Visible. The purpose of this section is to provide Complainants with suggestions on preserving evidence while they decide whether to report an incident.

Visible encourages Complainants, as soon as possible after experiencing Sexual Assault to take steps to preserve evidence such as:

- Have a forensic sexual assault nurse examination performed as soon as possible after the incident, but no later than 72-96 hours after the incident
- When possible, prior to having a forensic sexual assault nurse examination performed, avoid: changing clothing, bathing, showering, using a douche, using the bathroom, brushing one’s teeth, drinking liquids, washing one’s hands or face, or combing one’s hair;
- Preserve any clothing, sheets, or other materials (items containing bodily fluids should be stored in cardboard boxes or paper bags);
- Preserve or capture electronic communications such as text messages, e-mails, social media posts or exchanges (e.g., Snapchat, Facebook, Twitter);
- Preserve or capture video, audio (e.g., voice mail messages), or photographs, including those stored on smartphones or other devices; and
- Preserve any other physical, documentary, and/or electronic data that might be helpful to an investigator.

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<sup>2</sup> Local Outside Agency Resources for each campus can be found in Appendix A.

## Section 4: Initial Response to Reported Sexual Harassment

Upon receipt of a report of Sexual Harassment, the Title IX Coordinator will promptly contact the Complainant, regardless of whether the Complainant was the individual who initiated the report. During the initial contact with the Complainant, the Title IX Coordinator will:

- Provide the Complainant with notice of their rights and options
- Explain the process for filing a Formal Complaint;
- Explain the Grievance Process;
- Discuss the availability of Supportive Measures regardless of whether a Formal Complaint is filed;
- Consider the Complainant's wishes with respect to Supportive Measures.

## Section 5: Formal Complaint

Visible will investigate all allegations of Sexual Harassment in a Formal Complaint.

### 5.1 Filing a Formal Complaint: A Formal Complaint must:

- (1) Contain an allegation of Sexual Harassment against a Respondent;
- (2) Request that Visible investigate the allegation; and
- (3) Be signed by the Complainant or Title IX Coordinator.

In limited circumstances, if a Complainant does not sign a Formal Complaint, the Title IX Coordinator may sign a Formal Complaint. In determining whether to sign a Formal Complaint, the Title IX Coordinator will consider factors that include but are not limited to:

- Whether there have been other reports of Sexual Harassment or other relevant misconduct concerning the same Respondent whether or not the incidents occurred while the Respondent was an Visible student or employee;
- Whether the Respondent threatened further Sexual Harassment or other misconduct against the Complainant or others;
- Whether the alleged Sexual Harassment was committed by multiple perpetrators;
- The nature and scope of the alleged Sexual Harassment including whether the Sexual Harassment was perpetrated with a weapon;
- The ages and roles of the Complainant and the Respondent;
- Whether Visible can pursue the investigation without the participation of the Complainant (e.g., whether there are other available means to obtain relevant evidence of the alleged Sexual Harassment such as security cameras or physical evidence);
- Whether the report reveals a pattern of perpetration (e.g., perpetration involving illicit use of drugs or alcohol) at a given location or by a particular group.

### 5.2 Dismissal of a Formal Complaint.

#### 5.2.1 Required Dismissal: Title IX Coordinator will dismiss a Formal Complaint for purposes of Sexual Harassment if:

- (1) The conduct alleged in the Formal Complaint would not constitute Sexual Harassment as defined in this Policy even if proved;
- (2) The conduct alleged did not occur in Visible's Education Program or Activity; or
- (3) The Conduct alleged in the Formal Complaint did not occur against a person in the United States.

Dismissal of a Formal Complaint does not preclude action under other provisions of Visible's policies and procedures. If a formal Complaint is dismissed, the matter will be reviewed to determine whether it will be pursued under the Visible Non-Title IX Sexual Harassment Policy of other Visible Policy.

#### 5.2.2 Permissive Dismissal: The Title IX Coordinator may dismiss a Formal Complaint or any allegations within the Formal Complaint, if at any time during the investigation or hearing:

- (1) A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations within the Formal Complaint,

- (2) The Respondent is no longer enrolled or employed by Visible, or
- (3) Specific circumstances prevent Visible from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations within the Formal Complaint.

**5.2.3 Appeal of Dismissal:** Either party may appeal the dismissal of a Formal Complaint or any allegations therein. See Section 7 for bases and process for appeals.

**5.3 Consolidation of Formal Complaints:** The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent or by more than one Complainant against one or more Respondents where the allegations arise out of the same facts or circumstances.

## Section 6: Grievance Process

The grievance process within this Policy is designed to treat Complainants and Respondents equitably. Remedies are provided to a Complainant where a determination of responsibility for Sexual Harassment has been made against the Respondent and Disciplinary Sanctions are not imposed against a Respondent prior to the completion of the grievance process.

### 6.1: General Grievance Process Information:

**6.1.1 Burden of Proof and Burden of Gathering Evidence:** All investigations and proceedings, including hearings, relating to Sexual Harassment will be conducted using a "preponderance of the evidence" (more likely than not) standard. The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on Visible, not the parties.

**6.1.2 Presumption of Not Responsible:** The Respondent is presumed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the end of the grievance process.

**6.1.3 Time Frames for Grievance Process:** Visible strives to complete the grievance process within one hundred and twenty (120) Business Days. Temporary delays and/or extensions of the time frames within this Policy may occur for good cause. Written notice will be provided to the parties of the delay and/or extension of the time frames with explanation of the reasons for such action. Examples of good cause for delay/extensions include but are not limited to considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

**6.1.4 Medical Records:** Visible will not access, consider, disclose, or otherwise use party's records that are that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Visible obtains that party's voluntary, written permission to do so for the grievance process within the Policy.

**6.1.5 Privileged Information:** Visible will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.

**6.1.6 Range of Disciplinary Sanctions and Remedies:** Sanctions that may be required if an individual is found responsible for violating this policy include, but are not limited to:

For Students:

- Verbal and written warnings
- Accountability hours
- No-contact directives
- Revocation of certain privileges (e.g., membership in campus organizations)
- Dismissal from student worker jobs
- Suspension
- Expulsion

- Educational and Developmental sanctions, including but not limited to, Pastoral Care Agreements, reflection papers, classes, or restorative practices.

For Employees:

- Verbal and written warnings
- Suspension without pay
- Discharge
- Educational & developmental opportunities and/or
- No-contact directives

**6.1.7 Notice of Meetings, Interviews, and Hearings:** Parties and witnesses will be provided notice of any meeting, interview, and/or hearing with sufficient time to prepare to participate. This notice will include the date, time, location, participants and purposes of the meeting, interview and/or hearing.

**6.2 Notice of Allegations:** Upon receipt of a Formal Complaint, the investigator will provide Notice of Allegations to the parties who are known. The Notice of Allegations will include:

- (1) Notice of the party's rights and options
- (2) Notice of Visible's grievance process
- (3) Notice of Visible's informal resolution process and options
- (4) Notice of the allegations of Sexual Harassment including
  - The identities of the parties involved in the incident, if known,
  - The conduct allegedly constituting Sexual Harassment, and
  - The date and location of the incident, if known.
- (5) Notice that the Respondent is presumed not responsible of the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- (6) Notice that the parties may have an advisor of their choice, who may be, but is not required to be an attorney, and that the advisor may inspect and review evidence as explained in section 6 of this Policy.
- (7) Notice of the Visible Code of Conduct and Visible Handbook provision that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Notice of Allegations will be updated and written notice provided to the parties if at any time during the investigation, Visible decides to investigate allegations about the Complainant or Respondent that are not included in the initial Notice of Allegations.

**6.3 Investigation of Formal Complaint.** Visible will conduct an investigation following a Formal Complaint and Notice of Allegations. During all meetings and interviews the parties may be accompanied by an advisor of their choice, which can be, but is not required to be an attorney. During the investigation stage of the grievance process, the advisor's role is limited to assisting, advising, and/ or supporting a Complainant or Respondent. An advisor is not permitted to speak for or on behalf of a Complainant or Respondent or appear in lieu of a Complainant or Respondent during the investigation phase of the grievance process.

**6.3.1 Opportunity to Provide Information and Present Witnesses:** Each party will be provided an equal opportunity to provide information to the investigator and present witnesses for the investigator to interview. The information provided by the parties can include inculpatory (evidence that may support a finding or conclusion that Respondent engaged in Sexual Harassment) and exculpatory evidence (evidence that may support a finding or conclusion that a Respondent did not engage in Sexual Harassment). The witnesses can include both fact witnesses and expert witnesses.

**6.3.2 Opportunity to Inspect and Review Evidence:** Each party will be provided an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including evidence upon which Visible does not intend to rely upon in reaching a determination regarding responsibility. This review includes inculpatory and exculpatory evidence that is obtained by a party, witness, or other source. Each party and their advisor (if any) will be provided an electronic copy of the evidence for inspection and review. The parties will have ten (10) business days to review submit a written response to the investigator. The investigator will consider the written responses prior to completing an investigative report. All evidence provided during the inspection and review phase will be available at any hearing for the parties to use during the hearing, including for purposes of cross examination. Once an appointment

is set, a maximum of one rescheduling request is permitted. Any rescheduling must be within the 10 business days.

**6.3.3 Investigative Report:** Following the opportunity to inspect and review evidence directly related to the allegations raised in the Formal Complaint, the investigator(s) will create an investigative report that fairly summarizes relevant evidence obtained during the investigation.

**6.3.4 Review of the Investigative Report:** At least ten (10) Business Days prior to a hearing, the investigator(s) will provide each party and the party's advisor (if any) an electronic copy of the investigative report for their review and written response.

**6.3.5 Investigation Timeframe:** The investigation of a Formal Complaint will be concluded within 90 Business Days of the filing of a Formal Complaint. The parties will be provided updates on the progress of the investigation, as needed.

**6.4 Live Hearing:** After the investigation, Visible will provide for a live hearing for all Formal Complaints of Sexual Harassment that have not been dismissed per Section 5.2 or resolved by informal resolution under Section 8. At the request of either party, or at the discretion of the Title IX Coordinator, Visible will provide for the live hearing to occur with the parties located in separate rooms with technology enabling the decision-maker and parties to simultaneously see and hear the other party or witness answering questions. Requests for virtual options must be placed at least three (3) business days in advance of hearing.

**6.4.1 Information at the Hearing:** The following information/evidence will be available in electronic form at the hearing:

- (1) Evidence from the investigation, including the evidence directly related to the allegations that was reviewed by the parties, regardless of whether it was incorporated into the report.
- (2) The investigation report and any attachments/appendices.

**6.4.2 Decision-maker:** The decision-maker will be appointed by Visible and will not be the Title IX Coordinator or investigator. The decision-maker will be trained, impartial, and without a conflict of interest.

**6.4.3 Challenge to a decision-maker:** Either party may challenge the appointment of a decision-maker, based on conflict of interest or bias, in writing to the Title IX Coordinator, no less than five (5) Business Days prior to the scheduled hearing.

**6.4.4 Advisor's Role at the Hearing:** Each party must have an advisor present at the hearing. The advisor's role is limited to supporting, advising, and assisting the party during the hearing and conducting questioning (cross-examination) of participants. Advisors are required to follow rules of decorum enforced by the decision-maker. Failure to follow the rules of decorum by an advisor may result in removal of an advisor from the hearing. If a party does not have an advisor present at the live hearing, Visible will appoint the party with an advisor without fee or charge.

**6.4.5 Recording of the Hearing:** Visible will create an audio or audiovisual recording of all live hearings and make the recording available to the parties for inspection or review.

**6.4.6 Hearing Process Facilitator:** Visible may designate a hearing process facilitator to coordinate the hearing, including, but not limited to, coordination and scheduling of the hearing; the logistics of physical or virtual rooms for parties and/or witnesses, including separation of the parties; ensuring all technology is working appropriately; ensuring the parties have access to electronic documents during the hearing; distributing materials; etc. The facilitator may also be the Title IX Coordinator. The facilitator may invite the parties and their advisors, separately, to a meeting prior to the hearing to review the hearing process for the purpose of ensuring a smooth hearing. This meeting is separate from the pre-hearing conference discussed below.

**6.4.7 Pre-Hearing Matters:** In order to streamline the hearing process, the decision-maker may request the submission of questions prior to the hearing through electronic submission and/or a pre-hearing conference.

- (1) **Pre-Hearing Submission of Questions:** The decision-maker may request the parties submit questions, in writing, prior to the hearing. This submission does not preclude the advisor from asking additional questions live during the hearing. The decision-maker may allow for the pre-hearing submission of questions regardless of whether a pre-hearing conference occurs.
- (2) **Pre-Hearing Conference:** The decision-maker may hold a pre-hearing conference. During the pre-hearing conference, parties and their Advisors will be asked to submit, in writing, any questions they wish to ask during the live hearing so that the decision-maker can be prepared to respond to relevancy at the hearing. This conference does not preclude the Advisor from asking additional questions live during the hearing.

At the pre-hearing conference, the decision-maker may also hear arguments regarding the relevance of the evidence identified in the investigation report as relevant or not relevant, and/or directly related to the allegations.

**6.4.8 Participants in the Hearing.** Participants at the hearing include the decision-maker, the investigator(s) who conducted the investigations, the parties, advisors to the parties, witnesses and anyone providing authorized accommodations. In addition, Visible may have a hearing facilitator present. Any witnesses scheduled to participate in the hearing must have been first interviewed by the investigator (s) or have provided a written statement or answered questions from the investigator in writing.

The decision-maker will provide the names of all persons participating in the hearing to the parties at least seven (7) days prior to the live hearing.

**6.4.9 Hearing Process and Phases:** The live hearing will include the following phases:

- (1) **Notice of Hearing:** After the investigative report has been completed and at least ten (10) business days prior to the date set for the hearing, the parties and their Advisors (if any) will be provided with a Notice of the Hearing. The Notice will include the date, time, location, name of the decision-maker, names of all participants in the hearing, and the location (virtual or in person) of the hearing.
- (2) **Opening Statements:** Each party will have the opportunity to present an opening statement to the decision-maker.
- (3) **Questioning of Hearing Participants:** The investigator will be the first witness to provide information. The investigator will submit their investigation report and describe the evidence and information gathered in their investigation. The parties and witnesses will then be called in an order determined by the decision-maker. Questioning of parties and witnesses will occur in the following manner:
  - (a) **By the Decision-Maker:** The decision-maker will ask initial questions of the participants at the hearing.
  - (b) **By the Advisors:** After the decision-maker asks questions of a participant, each party's advisor will be permitted to ask relevant questions and follow up questions orally, directly, and in real time of the participant. The parties are never permitted to ask questions of participants directly. The questioning of participants by advisors will be conducted in the following manner:
    - A question is asked by an advisor
    - Before participant answers the questions, the decision-maker determines whether the question is relevant
    - If the question is determined relevant by the decision-maker, the participant answers the question
    - If the question is determined not to be relevant by the decision-maker, the decision-maker must explain the decision to exclude a question as not relevant.
  - (c) **Evidence and Questions Excluded:**
    - Sexual Predisposition or Prior Sexual Behavior of the Complainant: Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific

- incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove Consent.
  - **Privileged Information:** No person will be required to disclose information protected under a legally recognized privilege. The decision-maker must not allow into evidence or rely upon any questions or evidence that may require or seek disclosure of such information, unless the person holding the privilege has waived the privilege. This includes information protected by the attorney-client privilege.
  - **Medical Records:** Evidence or records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, are not permitted to be used during a hearing unless the party provides voluntary, written permission to do so for the grievance process within this Policy.
- (4) **Closing Statements:** Each party will have the opportunity to present a closing statement to the decision-maker.

**6.4.10 Determination Regarding Responsibility:** After the live hearing, the decision maker will issue a written determination regarding responsibility using the preponderance of the evidence standard. The Hearing Board must send the responsibility decision (hearing outcome) in writing within three (3) business days of hearing. The decision maker will provide the Complainant and the Respondent with the written determination simultaneously. The determination regarding responsibility becomes final either on the date that Visible provides the parties with the written determination of the result of the appeal, if an appeal is filed, or, if an appeal is not filed, the date on which an appeal would no longer be considered timely. The written notice will include:

- Identification of the allegations potentially constituting Sexual Harassment;
- A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- Findings of fact supporting the determination;
- Conclusions regarding the application of this Policy to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions that Visible imposes on the Respondent, and whether remedies designed to restore or preserve equal access to Visible's education program or activity will be provided by Visible to the Complainant; and
- The procedures and permissible bases for the Complainant and Respondent to appeal.

## Section 7: Appeals

Either party may appeal the determination regarding responsibility, or the dismissal of a Formal Complaint or any allegations therein within three (3) Business Days of the receipt of the determination regarding responsibility or dismissal. The appeals must be made in writing and delivered to the Title IX Coordinator.

**7.1 Bases for Appeal:** Appeals of the determination of responsibility or the dismissal of a Formal Complaint may be made on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

- 7.2 Appeal Procedures:** If an appeal is submitted, Visible will:
- (1) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.
  - (2) Ensure that the decision-maker for the appeal is not the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator or the Title IX Coordinator.
  - (3) Provide the non-appealing party with five (5) Business Days from receipt of the notification of appeal to submit a written statement in support of the outcome of the determination or dismissal.
  - (4) Issue a written decision describing the result of the appeal and the rationale for the result which can be one of the following:
    - Affirm the decision-maker's determination regarding the Respondent's responsibility and affirm the disciplinary sanctions and remedies, if applicable;
    - Affirm the decision-maker's determination regarding the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable;
    - Remand the process back to the hearing stage for the decision-maker to remedy any procedural irregularity or consider any new evidence;
    - Reverse the decision-maker's determination of the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable; or
    - Affirm or amend the sanctions and/or remedies outlined in the determination issued under this Policy.
  - (5) Provide the written decision simultaneously to both parties.
- 7.3 Appeal Timeframe:** The appellate decision-maker will release the written decision within twenty (20) Business Days of receiving the appeal.

## Section 8: Informal Resolution Process

At any time after a Formal Complaint has been signed and before a determination regarding responsibility has been reached, the parties may voluntarily agree to participate in an informal resolution facilitated by Visible, that does not involve a full investigation and adjudication. Types of informal resolution include, but are not limited to, mediation, facilitated dialogue, conflict coaching, and restorative justice and resolution by agreement of the parties.

- 8.1 Informal Resolution Notice:** Prior to entering the informal resolution process, Visible will provide the parties a written notice disclosing:
- (1) The allegations;
  - (2) The requirements of the informal resolution process, including the right of any party to withdraw from the informal resolution process and resume the grievance process and the circumstances which preclude parties from resuming a Formal Complaint arising from the same allegations;
  - (3) Consequences resulting from the informal resolution process, including that the records will be maintained for a period of seven (7) years but will not be used by investigators or decision-maker if the formal grievance process resumes.
- 8.2 Informal Resolution Agreement:** Prior to entering the informal resolution process, the parties must voluntarily agree, in writing to the use of the informal resolution process.
- 8.3 Informal Resolution Availability:** The informal resolution process is not permitted to resolve allegations that an employee committed Sexual Harassment against a student.
- 8.4 Informal Resolution Timeframe:** Informal resolutions of a Formal Complaint will be concluded within 45 days of notice to Visible that both parties wish to proceed with the informal resolution process. Such notice that the parties wish to proceed with an informal resolution process will "pause" the counting of the timeframe to conclude the Grievance Process of this Policy, should the informal resolution process fail, and the parties continue with the Grievance Process.
- 8.5 Informal Resolution Documentation.** Any final resolution pursuant to the Informal Resolution process will be documented and kept for seven (7) years. However, no recording of the informal resolution process will be made, and all statements made during the informal resolution process will not be used for or against either party (and the decision-maker and/or appellate decision-maker may not consider any such statement made during informal resolution) should the parties resume the grievance process. Failure to comply with an informal resolution agreement may result in disciplinary action.

## Section 9: Emergency Removal and Administrative Leave

- 9.1 Emergency Removal:** At any time after the Title IX Coordinator is on notice of Sexual Harassment, Visible may remove a Respondent on an emergency basis. Visible will only conduct an emergency removal after:
- (1) Undertaking and individualized safety and risk analysis,
  - (2) Determining that an immediate threat the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal, and
  - (3) Providing the Respondent with notice and an opportunity to challenge the decision to the Title IX Coordinator, within two (2) Business Days following the removal.
- 9.2 Administrative Leave:** Visible may place a non-student employee Respondent on administrative leave during the pendency of the grievance process in this Policy.

## Section 10: Recordkeeping

Visible will maintain all the documentation related to reports of Sexual Harassment, Formal Complaints, the grievance process, and information resolution process for seven years in accordance with state and federal records laws and requirements. The documentation of all records are private and confidential to the extent possible under law. Student records of the grievance process are disciplinary records under Family Education Rights and Privacy Act (FERPA). Employee records of the grievance process are subject to the Freedom of Information Act (FOIA) and applicable state laws and included in the employee's official employment record.

## Section 11: Additional Conduct Violations Related to This Policy

Alleged violations of the terms in this section will be sent to the Vice President of Students for student Respondents or to the Vice President of Business for employee Respondents for investigation and adjudication under the Visible Code of Conduct as listed in the Visible Student Handbook and Visible Handbook (staff).

The Student Handbook can be found here:

Server: [\\_Visible Music College Datacenter/\\_Public/Publications/Student Handbook](#)

The Employee Handbook can be found here:

Server: [\\_Visible Music College Datacenter/\\_Public/Publications/Visible Handbook](#)

The Faculty Handbook can be found here:

Server: [\\_Visible Music College Datacenter/\\_Public/Publications/Visible Handbook](#)

## Section 12: Violations of Law<sup>3</sup>

Conduct that violates this policy also may violate the laws of the local jurisdiction in which the incident occurred and subject a respondent to criminal prosecution by the presiding authority. Conduct that violates this policy also may subject a respondent to civil liability.

Students and employees studying, working, or engaging in other activities at locations outside of Tennessee are governed by the applicable laws regarding sexual assault and other criminal offenses implicated by this policy. Where the college has jurisdiction to investigate and address reported conduct that would constitute conduct prohibited by this policy, the definitions and standards in this policy will apply for purposes of college discipline, regardless of the definitions of various crimes used in the laws of the locality where the conduct reportedly occurred.

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<sup>3</sup> A list of relevant state laws for each Visible campus can be found in Appendix B.

# Appendix A

## Local Law Enforcement and Outside Agency Resources by Campus

### Memphis, TN (Main Campus)

Local Hospital  
Methodist University Hospital  
1265 Union Avenue  
Memphis, TN 38104

#### Other Agencies

Al-Anon	901.323.0321
Alcohol Abuse 24-Hour Assistance	800.234.1253
Alcoholics Anonymous Helpline	901.726.6750
Cocaine Anonymous Hotline	901.725.5012
Narcotics Anonymous	901.276.5483
Suicide and Crisis Intervention	901.274.7477 or 1.800.SUICIDE
Overeaters Anonymous Hotline	901.860.4990
Memphis Crisis Center	901.274.7477
Lakeside Needs Assessment & Referral Center	901.377.4733
Parkwood Hospital	901.521.1400
Rape Crisis (Shelby County Rape Crisis Center)	901.222.4350
St. Francis Behavioral Health Services	901.765.1400

### Chicago, IL (Lansing) Campus

Local Hospital  
Munster Community Hospital  
901 MacArthur Boulevard  
Munster, IN 46321  
219.836.1600  
Lansing Police Department - 911 (emergency) or 708.865.7150 (non-emergency)  
Cook County Sheriff's Department - 911 (emergency) or 708.232.4000 (non-emergency)

### Dallas, TX (McKinney) Campus

Local Hospital  
Baylor Scott & White Medical Center - McKinney  
5252 West University Drive (Highway 380 at Lake Forest Drive)  
McKinney, TX 75071  
McKinney Police Department - 911 (emergency) or 972.547.2700 (non-emergency)  
Collin County Sheriff's Office - 911 (emergency) or 972.547.5100 (non-emergency)

### Atascadero, CA

Local Hospital  
Twin Cities Community Hospital  
1100 Las Tablas Road  
Templeton, CA 93465  
Atascadero Police Department - 911 (emergency) or 805.461.5051 (non-emergency)  
San Luis Obispo County Sheriff's Department - 911 (emergency) or 805.434.4290 (non-emergency)

### Redding, CA

Local Hospital  
Shasta Regional Medical Center  
1100 Butte Street  
Redding, CA 96001  
Redding Police Department - 911 (emergency) or 530.225.4200 (non-emergency)

**Kansas City, Kansas**

Local Hospital

Overland Park Regional Medical Center

10500 Quivira Road

Overland Park, KS 66215

913.541.5000

Olathe Police Department - 911 (emergency) or 913.971.7500 (non-emergency)

Johnson County Sheriff's Department - 911 (emergency) or 913.715.5800

(non-emergency)

# Appendix B

## Relevant State Laws

### Section 1: Tennessee

- 1.1 Domestic Assault:** TCA § 39-13-111 A person commits domestic assault who commits an assault as defined in TCA § 39-13-101 against a domestic abuse victim.

**Domestic abuse victim** is defined as:

- (1) Adults or minors who are current or former spouses;
- (2) Adults or minors who live together or who have lived together;
- (3) Adults or minors who are dating or who have dated or who have or had a sexual relationship, but does not include fraternization between two (2) individuals in a business or social context;
- (4) Adults or minors related by blood or adoption;
- (5) Adults or minors who are related or were formerly related by marriage; or
- (6) Adult or minor children of a person in a relationship that is described in subdivisions (a)(1)-(5)

**Assault:** TCA § 39-13-101(a) A person commits assault who:

- (1) Intentionally, knowingly or recklessly causes bodily injury to another;
- (2) Intentionally or knowingly causes another to reasonably fear imminent bodily injury; or
- (3) Intentionally or knowingly causes physical contact with another and a reasonable person would regard the contact as extremely offensive or provocative.

- 1.2 Incest:** TCA § 39-15-302 A person commits incest who engages in sexual penetration as defined in § 39-13-501, with a person, knowing the person to be, without regard to legitimacy:

- (1) The person's natural parent, child, grandparent, grandchild, uncle, aunt, nephew, niece, stepparent, stepchild, adoptive parent, adoptive child; or
- (2) The person's brother or sister of the whole or half-blood or by adoption.

"Sexual penetration" means sexual intercourse, cunnilingus, fellatio, anal intercourse, or any other intrusion, however slight, of any part of a person's body or of any object into the genital or anal openings of the victim's, the defendant's, or any other person's body, but emission of semen is not required.

- 1.3 Statutory Rape: TCA § 39-13-506**

- (1) Mitigated statutory rape is the unlawful sexual penetration of a victim by the defendant, or of the defendant by the victim when the victim is at least fifteen (15) but less than eighteen (18) years of age and the defendant is at least four (4) but not more than five (5) years older than the victim.
- (2) Statutory rape is the unlawful sexual penetration of a victim by the defendant or of the defendant by the victim when:
  - The victim is at least thirteen (13) but less than fifteen (15) years of age and the defendant is at least four (4) years but less than ten (10) years older than the victim; or
  - The victim is at least fifteen (15) but less than eighteen (18) years of age and the defendant is more than five (5) but less than ten (10) years older than the victim.
- (3) Aggravated statutory rape is the unlawful sexual penetration of a victim by the defendant, or of the defendant by the victim when the victim is at least thirteen (13) but less than eighteen (18) years of age and the defendant is at least ten (10) years older than the victim.

- 1.4 Fondling/Sexual Contact:** TCA § 39-13-509

- (1) It is an offense for a defendant to engage in unlawful sexual contact with a minor when:
  - The minor is at least thirteen (13) but less than (18) years of age;
  - The defendant is at least four (4) years older than the victim; and
  - The defendant was, at the time of the offense, in a position of trust, or had supervisory or disciplinary power over the minor by virtue of the defendant's

- legal, professional, or occupational status and used the position of trust or power to accomplish the sexual contact; or
  - The defendant had, at the time of the offense, parental or custodial authority over the minor and used the authority to accomplish the sexual contact.
- (2) As used in this section, "sexual contact" means the defendant intentionally touches or kisses the minor's lips with the defendant's lips if such touching can be reasonably construed as being for the purpose of sexual arousal or gratification.

**1.5 Rape: TCA § 39-13-503**

Rape is unlawful sexual penetration of a victim by the defendant or of the defendant by a victim accompanied by any of the following circumstances:

- Force or coercion is used to accomplish the act;
- The sexual penetration is accomplished without the consent of the victim and the defendant knows or has reason to know at the time of the penetration that the victim did not consent;
- The defendant knows or has reason to know that the victim is mentally defective, mentally incapacitated, or physically helpless; or
- The sexual penetration is accomplished by fraud.

"Coercion" means:

- Causing or threatening to cause bodily harm to any person, physically restraining or confining any person or threatening to physically restrain or confine any person;
- Exposing or threatening to expose any fact or information that, if revealed, would intend to subject a person to criminal or immigration proceedings, hatred, contempt or ridicule;
- Destroying, concealing, removing, confiscating or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of any person; or
- Providing a controlled substance, as defined in § 39-17-402, or a controlled substance analogue, as defined in § 39-17-454, to a person.

**Section 2: Illinois**

**2.1 Criminal Sexual Assault 720 ILCS § 11-1.20**

A person commits criminal sexual assault if that person commits an act of sexual penetration and:

- (1) Uses force or threat of force;
- (2) Knows that the victim is unable to understand the nature of the act or is unable to give knowing consent;
- (3) Is a family member of the victim, and the victim is under 18 years of age; or
- (4) Is 17 years of age or over and holds a position of trust, authority, or supervision in relation to the victim, and victim is at least 13 years of age but under 18 years of age.

**2.2 Aggravated Criminal Sexual Assault 720 ILCS § 11-1.30**

(a) A person commits aggravated criminal sexual assault if that person commits criminal sexual assault and any of the following aggravating circumstances exist during the commission of the offense or, for purposes of paragraph (7), occur as part of the same course of conduct as the commission of the offense:

- (1) The person displays, threatens to use, or uses a dangerous weapon, other than a firearm, or any other object fashioned or used in a manner that leads the victim, under the circumstances, reasonably to believe that the object is a dangerous weapon;
- (2) The person causes bodily harm to the victim, except as provided in paragraph (10);
- (3) The person acts in a manner that threatens or endangers the life of the victim or any other person;
- (4) The person commits the criminal sexual assault during the course of committing or attempting to commit any other felony;
- (5) The victim is 60 years of age or older;
- (6) The victim is a person with a physical disability;
- (7) The person delivers (by injection, inhalation, ingestion, transfer of possession, or other means) any controlled substance to the victim without the victim's consent or by threat or deception for other than medical purposes;
- (8) The person is armed with a firearm;
- (9) The person personally discharges a firearm during the commission of the offense; or
- (10) The person personally discharges a firearm during the commission of the offense, and that discharge proximately causes great bodily harm, permanent disability, permanent disfigurement, or death to another person.

- (b) A person commits aggravated criminal sexual assault if that person is under 17 years of age and:
  - (i) commits an act of sexual penetration with a victim who is under 9 years of age; or
  - (ii) commits an act of sexual penetration with a victim who is at least 9 years of age but under 13 years of age and the person uses force or threat of force to commit the act.
- (c) A person commits aggravated criminal sexual assault if that person commits an act of sexual penetration with a victim who is a person with a severe or profound intellectual disability.

**2.3 Criminal Sexual Abuse 720 ILCS § 11-1.50**

- (a) A person commits criminal sexual abuse if that person:
  - (1) Commits an act of sexual conduct by the use of force or threat of force; or
  - (2) Commits an act of sexual conduct and knows that the victim is unable to understand the nature of the act or is unable to give knowing consent.
- (b) A person commits criminal sexual abuse if that person is under 17 years of age and commits an act of sexual penetration or sexual conduct with a victim who is at least 9 years of age but under 17 years of age.
- (c) A person commits criminal sexual abuse if that person commits an act of sexual penetration or sexual conduct with a victim who is at least 13 years of age but under 17 years of age and the person is less than 5 years older than the victim.

**2.4 Aggravated Criminal Sexual Abuse 720 ILCS § 11-1.60**

- (a) A person commits aggravated criminal sexual abuse if that person commits criminal sexual abuse and any of the following aggravating circumstances exist (i) during the commission of the offense or (ii) for purposes of paragraph (7), as part of the same course of conduct as the commission of the offense:
  - (1) the person displays, threatens to use, or uses a dangerous weapon or any other object fashioned or used in a manner that leads the victim, under the circumstances, reasonably to believe that the object is a dangerous weapon;
  - (2) the person causes bodily harm to the victim;
  - (3) the victim is 60 years of age or older;
  - (4) the victim is a person with a physical disability;
  - (5) the person acts in a manner that threatens or endangers the life of the victim or any other person;
  - (6) the person commits the criminal sexual abuse during the course of committing or attempting to commit any other felony; or
  - (7) the person delivers (by injection, inhalation, ingestion, transfer of possession, or any other means) any controlled substance to the victim for other than medical purposes without the victim's consent or by threat or deception.
- (b) A person commits aggravated criminal sexual abuse if that person commits an act of sexual conduct with a victim who is under 18 years of age and the person is a family member.
- (c) A person commits aggravated criminal sexual abuse if:
  - (1) that person is 17 years of age or over and: (i) commits an act of sexual conduct with a victim who is under 13 years of age; or (ii) commits an act of sexual conduct with a victim who is at least 13 years of age but under 17 years of age and the person uses force or threat of force to commit the act; or
  - (2) that person is under 17 years of age and: (i) commits an act of sexual conduct with a victim who is under 9 years of age; or (ii) commits an act of sexual conduct with a victim who is at least 9 years of age but under 17 years of age and the person uses force or threat of force to commit the act.
- (d) A person commits aggravated criminal sexual abuse if that person commits an act of sexual penetration or sexual conduct with a victim who is at least 13 years of age but under 17 years of age and the person is at least 5 years older than the victim.
- (e) A person commits aggravated criminal sexual abuse if that person commits an act of sexual conduct with a victim who is a person with a severe or profound intellectual disability.
- (f) A person commits aggravated criminal sexual abuse if that person commits an act of sexual conduct with a victim who is but under 18 years of age and the person is 17 years of age or over and holds a position of trust, authority, or supervision (1) that person is 17 years of age or over and holds a position of trust, authority, or supervision in relation to the victim.

**2.5 Sexual Relations Within Families 720 ILCS § 11-11**

- A person commits sexual relations within families if he or she:
- (1) Commits an act of sexual penetration as defined in Section 11-0.1 of this Code; and
  - (2) The person knows that he or she is related to the other person as follows:
    - (i) Brother or sister, either of the whole blood or the half blood; or

- (ii) Father or mother, when the child, regardless of legitimacy and regardless of whether the child was of the whole blood or half-blood or was adopted, was 18 years of age or over when the act was committed; or
- (iii) Stepfather or stepmother, when the stepchild was 18 years of age or over when the act was committed; or
- (iv) Aunt or uncle, when the niece or nephew was 18 years of age or over when the act was committed; or
- (v) Great-aunt or great-uncle, when the grand-niece or grand-nephew was 18 years of age or over when the act was committed; or
- (vi) Grandparent or step-grandparent, when the grandchild or step-grandchild was 18 years of age or over when the act was committed.

## **2.6 Domestic Battery** 720 ILCS § 12-3.2

A person commits domestic battery if he or she knowingly without legal justification by any means:

- (1) Causes bodily harm to any family or household member;
- (2) Makes physical contact of an insulting or provoking nature with any family or household member.

## **2.7 Aggravated Domestic Battery** 720 ILCS § 12-3.3

- (a) A person who, in committing a domestic battery, knowingly causes great bodily harm, or permanent disability or disfigurement commits aggravated domestic battery.
- (a-5) A person who, in committing a domestic battery, strangles another individual commits aggravated domestic battery. For the purposes of this subsection (a-5), "strangle" means intentionally impeding the normal breathing or circulation of the blood of an individual by applying pressure on the throat or neck of that individual by blocking the nose or mouth of that individual.

## **2.8 Stalking** 720 ILCS § 12-7.3

- (a) A person commits stalking when he or she knowingly engages in a course of conduct directed at a specific person, and he or she knows or should know that this course of conduct would cause a reasonable person to:
  - (1) Fear for his or her safety or the safety of a third person; or
  - (2) Suffer other emotional distress.
- (a-3) A person commits stalking when he or she, knowingly and without lawful justification, on at least 2 separate occasions follows another person or places the person under surveillance or any combination thereof and:
  - (1) At any time transmits a threat of immediate or future bodily harm, sexual assault, confinement or restraint and the threat is directed towards that person or a family member of that person; or
  - (2) Places that person in reasonable apprehension of immediate or future bodily harm, sexual assault, confinement or restraint to or of that person or a family member of that person.
- (a-5) A person commits stalking when he or she has previously been convicted of stalking another person and knowingly without lawful justification on one occasion:
  - (1) Follows that same person or places that same person under surveillance; and
  - (2) Transmits a threat of immediate or future bodily harm, sexual assault, confinement or restraint to that person or a family member of that person.
- (a-7) A person commits stalking when he or she knowingly makes threats that are a part of a course of conduct and is aware of the threatening nature of his or her speech.

## **Section 3: Texas**

### **3.1 Sexual Assault** Tex. Pen. Code § 22.011

- (a) A person commits an offense if:
  - (1) the person intentionally or knowingly:
    - (A) causes the penetration of the anus or sexual organ of another person by any means, without that person 's consent;
    - (B) causes the penetration of the mouth of another person by the sexual organ of the actor, without that person 's consent; or
    - (C) causes the sexual organ of another person, without that person 's consent, to contact or penetrate the mouth, 6 anus, or sexual organ of another person, including the actor; or
  - (2) regardless of whether the person knows the age of the child at the time of the offense, the person intentionally or knowingly:
    - (A) causes the penetration of the anus or sexual organ of a child by any means;

- (B) causes the penetration of the mouth of a child by the sexual organ of the actor;
  - (C) causes the sexual organ of a child to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor;
  - (D) causes the anus of a child to contact the mouth, anus, or sexual organ of another person, including the actor; or
  - (E) causes the mouth of a child to contact the anus or sexual organ of another person, including the actor.
- (b) A sexual assault under Subsection (a)(1) is without the consent of the other person if:
- (1) the actor compels the other person to submit or participate by the use of physical force, violence, or coercion;
  - (2) the actor compels the other person to submit or participate by threatening to use force or violence against the other person or to cause harm to the other person, and the other person believes that the actor has the present ability to execute the threat;
  - (3) the other person has not consented and the actor knows the other person is unconscious or physically unable to resist;
  - (4) the actor knows that as a result of mental disease or defect the other person is at the time of the sexual assault incapable either of appraising the nature of the act or of resisting it;
  - (5) the other person has not consented and the actor knows the other person is unaware that the sexual assault is occurring;
  - (6) the actor has intentionally impaired the other person 's power to appraise or control the other person's conduct by administering any substance without the other person's knowledge;
  - (7) the actor compels the other person to submit or participate by threatening to use force or violence against any person, and the other person believes that the actor has the ability to execute the threat;
  - (8) the actor is a public servant who coerces the other person to submit or participate;
  - (9) the actor is a mental health services provider or a health care services provider who causes the other person, who is a patient or former patient of the actor, to submit or participate by exploiting the other person's emotional dependency on the actor;
  - (10) the actor is a clergyman who causes the other person to submit or participate by exploiting the other person 's emotional dependency on the clergyman in the clergyman's professional character as spiritual adviser; or
  - (11) the actor is an employee of a facility where the other person is a resident, unless the employee and resident are formally or informally married to each other under Chapter 2, Family Code.

### **3.2 Aggravated Sexual Assault** Tex. Pen. Code § 22.021

A person commits an offense:

- (1) if the person:
  - (A) intentionally or knowingly:
    - (i) causes the penetration of the anus or sexual organ of another person by any means, without that person 's consent;
    - (ii) causes the penetration of the mouth of another person by the sexual organ of the actor, without that person 's consent; or 12
    - (iii) causes the sexual organ of another person, without that person 's consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor; or
  - (B) regardless of whether the person knows the age of the child at the time of the offense, intentionally or knowingly:
    - (i) causes the penetration of the anus or sexual organ of a child by any means;
    - (ii) causes the penetration of the mouth of a child by the sexual organ of the actor;
    - (iii) causes the sexual organ of a child to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor;
    - (iv) causes the anus of a child to contact the mouth, anus, or sexual organ of another person, including the actor; or
    - (v) causes the mouth of a child to contact the anus or sexual organ of another person, including the actor; and
- (2) if:
  - (A) the person:
    - (i) causes serious bodily injury or attempts to cause the death of the victim or another person in the course of the same criminal episode;

- (ii) by acts or words places the victim in fear that any person will become the victim of an offense under Section 20A.02(a)(3), (4), (7), or (8) or that death, serious bodily injury, or kidnapping will be imminently inflicted on any person;
  - (iii) by acts or words occurring in the presence of the victim threatens to cause any person to become the victim of an offense under Section 20A.02(a)(3), (4), (7), or (8) or to cause the death, serious bodily injury, or kidnapping of any person;
  - (iv) uses or exhibits a deadly weapon in the course of the same criminal episode;
  - (v) acts in concert with another who 13 engages in conduct described by Subdivision (1) directed toward the same victim and occurring during the course of the same criminal episode; or
  - (vi) with the intent of facilitating the commission of the offense, administers or provides to the victim of the offense any substance capable of impairing the victim's ability to appraise the nature of the act or to resist the act;
- (B) the victim is younger than 14 years of age, regardless of whether the person knows the age of the victim at the time of the offense; or
- (C) the victim is an elderly individual or a disabled individual.

### **3.3 Incest** Tex. Pen. Code § 25.02

- (a) A person commits an offense if the person engages in sexual intercourse or deviate sexual intercourse with another person the actor knows to be, without regard to legitimacy:
- (1) the actor 's ancestor or descendant by blood or adoption;
  - (2) the actor 's current or former stepchild or stepparent;
  - (3) the actor 's parent 's brother or sister of the whole or half blood;
  - (4) the actor 's brother or sister of the whole or half blood or by adoption;
  - (5) the children of the actor 's brother or sister of the whole or half blood or by adoption;
  - or
  - (6) the son or daughter of the actor 's aunt or uncle of the whole or half blood or by adoption
- (b) For purposes of this section:
- (1) "Deviate sexual intercourse" means any contact between the genitals of one person and the mouth or anus of another person with intent to arouse or gratify the sexual desire of any 2 person.
  - (2) "Sexual intercourse" means any penetration of the female sex organ by the male sex organ.

### **3.4 Stalking** Tex. Pen. Code § 42.072

- (a) A person commits an offense if the person, on more than one occasion and pursuant to the same scheme or course of conduct that is directed specifically at another person, knowingly engages in conduct that:
- (1) constitutes an offense under Section 42.07, or that the actor knows or reasonably should know the other person will regard as threatening:
    - (A) bodily injury or death for the other person;
    - (B) bodily injury or death for a member of the other person's family or household or for an individual with whom the other person has a dating relationship; or
    - (C) that an offense will be committed against the other person's property;
  - (2) causes the other person, a member of the other person's family or household, or an individual with whom the other person has a dating relationship to be placed in fear of bodily injury or death or in fear that an offense will be committed against the other person's property, or to feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended; and
  - (3) would cause a reasonable person to:
    - (A) fear bodily injury or death for himself or herself;
    - (B) fear bodily injury or death for a member of the person's family or household or for an individual with whom the person has a dating relationship;
    - (C) fear that an offense will be committed against the person's property; or
    - (D) feel harassed, annoyed, alarmed, abused, tormented, embarrassed, or offended.

### **3.5 Dating Violence** Tex. Pen. Code §71.0021

- (a) "Dating violence" means an act, other than a defensive measure to protect oneself, by an actor that:

- (1) is committed against a victim or applicant for a protective order:
  - (A) with whom the actor has or has had a dating relationship; or
  - (B) because of the victim's or applicant's marriage to or dating relationship with an individual with whom the actor is or has been in a dating relationship or marriage; and
- (2) is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the victim or applicant in fear of imminent physical harm, bodily injury, assault, or sexual assault.
- (b) For purposes of this title, "dating relationship" means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on consideration of:
  - (1) the length of the relationship;
  - (2) the nature of the relationship; and
  - (3) the frequency and type of interaction between the persons involved in the relationship.
- (c) A casual acquaintanceship or ordinary fraternization in a business or social context does not constitute a "dating relationship" under Subsection (b).

### **3.6 Family Violence** Tex. Pen. Code §71.004

- (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself;
- (2) abuse, as that term is defined by Sections [261.001\(1\)\(C\)](#), (E), (G), (H), (I), (J), (K), and (M), by a member of a family or household toward a child of the family or household; or
- (3) dating violence, as that term is defined by Section [71.0021](#).

**Abuse** includes the following acts or omissions by a person, pursuant to Tex. Pen. Code § 261.001(1):

- (A) mental or emotional injury to a child that results in an observable and material impairment in the child's growth, development, or psychological functioning;
- (B) causing or permitting the child to be in a situation in which the child sustains a mental or emotional injury that results in an observable and material impairment in the child's growth, development, or psychological functioning;
- (C) physical injury that results in substantial harm to the child, or the genuine threat of substantial harm from physical injury to the child, including an injury that is at variance with the history or explanation given and excluding an accident or reasonable discipline by a parent, guardian, or managing or possessory conservator that does not expose the child to a substantial risk of harm;
- (D) failure to make a reasonable effort to prevent an action by another person that results in physical injury that results in substantial harm to the child;
- (E) sexual conduct harmful to a child's mental, emotional, or physical welfare, including conduct that constitutes the offense of continuous sexual abuse of young child or disabled individual under Section [21.02](#), Penal Code, indecency with a child under Section [21.11](#), Penal Code, sexual assault under Section [22.011](#), Penal Code, or aggravated sexual assault under Section [22.021](#), Penal Code;
- (F) failure to make a reasonable effort to prevent sexual conduct harmful to a child;
- (G) compelling or encouraging the child to engage in sexual conduct as defined by Section [43.01](#), Penal Code, including compelling or encouraging the child in a manner that constitutes an offense of trafficking of persons under Section [20A.02\(a\)\(7\)](#) or (8), Penal Code, solicitation of prostitution under Section [43.021](#), Penal Code, or compelling prostitution under Section [43.05\(a\)\(2\)](#), Penal Code;
- (H) causing, permitting, encouraging, engaging in, or allowing the photographing, filming, or depicting of the child if the person knew or should have known that the resulting photograph, film, or depiction of the child is obscene as defined by Section [43.21](#), Penal Code, or pornographic;
- (I) the current use by a person of a controlled substance as defined by Chapter [481](#), Health and Safety Code, in a manner or to the extent that the use results in physical, mental, or emotional injury to a child;
- (J) causing, expressly permitting, or encouraging a child to use a controlled substance as defined by Chapter [481](#), Health and Safety Code;
- (K) causing, permitting, encouraging, engaging in, or allowing a sexual performance by a child as defined by Section [43.25](#), Penal Code;

- (L) knowingly causing, permitting, encouraging, engaging in, or allowing a child to be trafficked in a manner punishable as an offense under Section 20A.02(a)(5), (6), (7), or (8), Penal Code, or the failure to make a reasonable effort to prevent a child from being trafficked in a manner punishable as an offense under any of those sections; or
- (M) forcing or coercing a child to enter into a marriage.

#### **Section 4: California**

This section includes California definitions related to and referenced in the defined prohibited conduct under this Policy.

##### **4.1 Rape** Cal. Pen. Code § 261:

- (a) Rape is an act of sexual intercourse accomplished with a person not the spouse of the perpetrator, under any of the following circumstances:
  - (1) Where a person is incapable, because of a mental disorder or developmental or physical disability, of giving legal consent, and this is known or reasonably should be known to the person committing the act.
  - (2) Where it is accomplished against a person's will by means of force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the person or another.
  - (3) Where a person is prevented from resisting by any intoxicating or anesthetic substance, or any controlled substance, and this condition was known, or reasonably should have been known by the accused.
  - (4) Where a person is at the time unconscious of the nature of the act, and this is known to the accused. As used in this paragraph, "unconscious of the nature of the act" means incapable of resisting because the victim meets any one of the following conditions:
    - (a) Was unconscious or asleep.
    - (b) Was not aware, knowing, perceiving, or cognizant that the act occurred.
    - (c) Was not aware, knowing, perceiving, or cognizant of the essential characteristics of the act due to the perpetrator's fraud in fact.
    - (d) Was not aware, knowing, perceiving, or cognizant of the essential characteristics of the act due to the perpetrator's fraudulent representation that the sexual penetration served a professional purpose when it served no professional purpose.
  - (5) Where a person submits under the belief that the person committing the act is someone known to the victim other than the accused, and this belief is induced by any artifice, pretense, or concealment practiced by the accused, with intent to induce the belief.
  - (6) Where the act is accomplished against the victim's will by threatening to retaliate in the future against the victim or any other person, and there is a reasonable possibility that the perpetrator will execute the threat. As used in this paragraph, "threatening to retaliate" means a threat to kidnap or falsely imprison, or to inflict extreme pain, serious bodily injury, or death.
  - (7) Where the act is accomplished against the victim's will by threatening to use the authority of a public official to incarcerate, arrest, or deport the victim or another, and the victim has a reasonable belief that the perpetrator is a public official. As used in this paragraph, "public official" means a person employed by a governmental agency who has the authority, as part of that position, to incarcerate, arrest, or deport another. The perpetrator does not actually have to be a public official.
- (b) As used in this section, "duress" means a direct or implied threat of force, violence, danger, or retribution sufficient to coerce a reasonable person of ordinary susceptibilities to perform an act which otherwise would not have been performed, or acquiesce in an act to which one otherwise would not have submitted. The total circumstances, including the age of the victim, and his or her relationship to the defendant, are factors to consider in appraising the existence of duress.
- (c) As used in this section, "menace" means any threat, declaration, or act that shows an intention to inflict an injury upon another.

##### **4.2 Statutory Rape** Cal. Pen. Code § 261.5

Unlawful sexual intercourse is an act of sexual intercourse accomplished with a person who is not the spouse of the perpetrator if the person is a minor. For the purposes of this section, a "minor" is a person under the age of 18 years and an "adult" is a person who is at least 18 years of age.

**4.3 Sexual Battery** Cal. Pen. Code § 243.4

- (a) Any person who touches an intimate part of another person while that person is unlawfully restrained by the accused or an accomplice, and if the touching is against the will of the person touched and is for the purpose of sexual arousal, sexual gratification, or sexual abuse, is guilty of sexual battery.
- (b) Any person who touches an intimate part of another person who is institutionalized for medical treatment and who is seriously disabled or medically incapacitated, if the touching is against the will of the person touched, and if the touching is for the purpose of sexual arousal, sexual gratification, or sexual abuse, is guilty of sexual battery.
- (c) Any person who touches an intimate part of another person for the purpose of sexual arousal, sexual gratification, or sexual abuse, and the victim is at the time unconscious of the nature of the act because the perpetrator fraudulently represented that the touching served a professional purpose, is guilty of sexual battery.
- (d) Any person who, for the purpose of sexual arousal, sexual gratification, or sexual abuse, causes another, against that person's will while that person is unlawfully restrained either by the accused or an accomplice, or is institutionalized for medical treatment and is seriously disabled or medically incapacitated, to masturbate or touch an intimate part of either of those persons or a third person, is guilty of sexual battery.

**4.4 Incest** Cal. Pen. Code § 285

Persons being within the degrees of consanguinity within which marriages are declared by law to be incestuous and void, who intermarry with each other, or who being 14 years of age or older, commit fornication or adultery with each other

**4.5 Stalking** Cal. Pen. Code § 246.9

Any person who willfully, maliciously, and repeatedly follows or willfully and maliciously harasses another person and who makes a credible threat with the intent to place that person in reasonable fear for his or her safety, or the safety of his or her immediate family is guilty of the crime of stalking.

**4.6 Domestic Battery** Cal. Pen. Code § 243

When a battery is committed against a spouse, a person with whom the defendant is cohabiting, a person who is the parent of the defendant's child, former spouse, fiancé, or fiancée, or a person with whom the defendant currently has, or has previously had, a dating or engagement relationship.

**4.7 Corporal Injury to a Spouse or Cohabitant** Cal. Pen. Code § 273.5

Any person who willfully inflicts corporal injury resulting in a traumatic condition upon a victim who is one or more of the following:

- (1) The offender's spouse or former spouse.
- (2) The offender's cohabitant or former cohabitant.
- (3) The offender's fiancé or fiancée, or someone with whom the offender has, or previously had, an engagement or dating relationship

**Section 5: Florida**

**5.1 Sexual Battery** § 794.011 Fla. Stat.

Sexual battery means oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object; however, sexual battery does not include an act done for a bona fide medical purpose.

**Consent** means intelligent, knowing, and voluntary consent and does not include coerced submission. "Consent" shall not be deemed or construed to mean the failure by the alleged victim to offer physical resistance to the offender.

**5.2 Incest** § 826.04 Fla. Stat.

Whoever knowingly marries or has sexual intercourse with a person to whom he or she is related by lineal consanguinity, or a brother, sister, uncle, aunt, nephew, or niece, commits incest, which constitutes a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. "Sexual intercourse" is the penetration of the female sex organ by the male sex organ, however slight; emission of semen is not required.

**5.3 Unlawful Sexual Activity With Certain Minors** § 794.05 Fla. Stat.

- (1) A person 24 years of age or older who engages in sexual activity with a person 16 or 17 years of age commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. As used in this section, "sexual activity" means

oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object; however, sexual activity does not include an act done for a bona fide medical purpose.

- (2) The provisions of this section do not apply to a person 16 or 17 years of age who has had the disabilities of nonage removed under chapter 743.
- (3) The victim's prior sexual conduct is not a relevant issue in a prosecution under this section.
- (4) If an offense under this section directly results in the victim giving birth to a child, paternity of that child shall be established as described in chapter 742. If it is determined that the offender is the father of the child, the offender must pay child support pursuant to the child support guidelines described in chapter 61.

#### **5.4 Stalking** § 784.048 Fla. Stat.

- (1) As used in this section, the term:
  - (a) "Harass" means to engage in a course of conduct directed at a specific person which causes substantial emotional distress to that person and serves no legitimate purpose.
  - (b) "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, however short, which evidences a continuity of purpose. The term does not include constitutionally protected activity such as picketing or other organized protests.
  - (c) "Credible threat" means a verbal or nonverbal threat, or a combination of the two, including threats delivered by electronic communication or implied by a pattern of conduct, which places the person who is the target of the threat in reasonable fear for his or her safety or the safety of his or her family members or individuals closely associated with the person, and which is made with the apparent ability to carry out the threat to cause such harm. It is not necessary to prove that the person making the threat had the intent to actually carry out the threat. The present incarceration of the person making the threat is not a bar to prosecution under this section.
  - (d) "Cyberstalk" means:
    1. To engage in a course of conduct to communicate, or to cause to be communicated, directly or indirectly, words, images, or language by or through the use of electronic mail or electronic communication, directed at or pertaining to a specific person; or
    2. To access, or attempt to access, the online accounts or Internet-connected home electronic systems of another person without that person's permission, causing substantial emotional distress to that person and serving no legitimate purpose.
- (2) A person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of stalking, a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.
- (3) A person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person and makes a credible threat to that person commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (4) A person who, after an injunction for protection against repeat violence, sexual violence, or dating violence pursuant to s. 784.046, or an injunction for protection against domestic violence pursuant to s. 741.30, or after any other court-imposed prohibition of conduct toward the subject person or that person's property, knowingly, willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (5) A person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks a child under 16 years of age commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

#### **5.5 Domestic Violence** § 741.28 Fla. Stat.

**Domestic Violence** means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family household member.

**Family or household member** means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided

together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

## **Section 6: Kansas**

### **6.1 Rape** K.S.A. 21-5503

Rape is:

- (1) Knowingly engaging in sexual intercourse with a victim who does not consent to the sexual intercourse under any of the following circumstances:
  - (A) When the victim is overcome by force or fear; or
  - (B) when the victim is unconscious or physically powerless;
- (2) Knowingly engaging in sexual intercourse with a victim when the victim is incapable of giving consent because of mental deficiency or disease, or when the victim is incapable of giving consent because of the effect of any alcoholic liquor, narcotic, drug or other substance, which condition was known by the offender or was reasonably apparent to the offender;
- (3) sexual intercourse with a child who is under 14 years of age;
- (4) sexual intercourse with a victim when the victim's consent was obtained through a knowing misrepresentation made by the offender that the sexual intercourse was a medically or therapeutically necessary procedure; or
- (5) sexual intercourse with a victim when the victim's consent was obtained through a knowing misrepresentation made by the offender that the sexual intercourse was a legally required procedure within the scope of the offender's authority.

### **6.2 Sexual Battery; Aggravated Sexual Battery** K.S.A. 21-5505

- (a) Sexual battery is the touching of a victim who is 16 or more years of age and who does not consent thereto, with the intent to arouse or satisfy the sexual desires of the offender or another.
- (b) Aggravated sexual battery is sexual battery, as defined in subsection (a), under any of the following circumstances: (1) When the victim is overcome by force or fear; (2) when the victim is unconscious or physically powerless; or (3) when the victim is incapable of giving consent because of mental deficiency or disease, or when the victim is incapable of giving consent because of the effect of any alcoholic liquor, narcotic, drug or other substance, which condition was known by, or was reasonably apparent to, the offender.

### **6.3 Indecent Liberties With A Child; Aggravated Indecent Liberties With A Child**

K.S.A. 21-5506

- (a) Indecent liberties with a child is engaging in any of the following acts with a child who is 14 or more years of age but less than 16 years of age:
  - (1) Any lewd fondling or touching of the person of either the child or the offender, done or submitted to with the intent to arouse or to satisfy the sexual desires of either the child or the offender, or both; or
  - (2) soliciting the child to engage in any lewd fondling or touching of the person of another with the intent to arouse or satisfy the sexual desires of the child, the offender or another.
- (b) Aggravated indecent liberties with a child is:
  - (1) Sexual intercourse with a child who is 14 or more years of age but less than 16 years of age;
  - (2) engaging in any of the following acts with a child who is 14 or more years of age but less than 16 years of age and who does not consent thereto:
    - (A) Any lewd fondling or touching of the person of either the child or the offender, done or submitted to with the intent to arouse or to satisfy the sexual desires of either the child or the offender, or both; or
    - (B) causing the child to engage in any lewd fondling or touching of the person of another with the intent to arouse or satisfy the sexual desires of the child, the offender or another; or
  - (3) engaging in any of the following acts with a child who is under 14 years of age:
    - (A) Any lewd fondling or touching of the person of either the child or the offender, done or submitted to with the intent to arouse or to satisfy the sexual desires of either the child or the offender, or both; or

- (B) soliciting the child to engage in any lewd fondling or touching of the person of another with the intent to arouse or satisfy the sexual desires of the child, the offender or another.

**6.4 Unlawful Voluntary Sexual Relations** K.S.A. 21-5507

Unlawful voluntary sexual relations is:

- (1) Engaging in any of the following acts with a child who is 14 or more years of age but less than 16 years of age:
  - (A) Voluntary sexual intercourse;
  - (B) Voluntary sodomy; or
  - (C) Voluntary lewd fondling or touching;
- (2) When the offender is less than 19 years of age;
- (3) When the offender is less than four years of age older than the child;
- (4) When the child and the offender are the only parties involved; and
- (5) When the child and the offender are members of the opposite sex.

**6.5 Incest; Aggravated Incest** K.S.A. 21-5604

- (a) Incest is marriage to or engaging in otherwise lawful sexual intercourse or sodomy, as defined in K.S.A. 2021 Supp. [21-5501](#), and amendments thereto, with a person who is 18 or more years of age and who is known to the offender to be related to the offender as any of the following biological relatives: Parent, child, grandparent of any degree, grandchild of any degree, brother, sister, half-brother, half-sister, uncle, aunt, nephew or niece.

(b) Aggravated incest is:

- (1) Marriage to a person who is under 18 years of age and who is known to the offender to be related to the offender as any of the following biological, step or adoptive relatives: Child, grandchild of any degree, brother, sister, half-brother, half-sister, uncle, aunt, nephew or niece; or
- (2) engaging in the following acts with a person who is 16 or more years of age but under 18 years of age and who is known to the offender to be related to the offender as any of the following biological, step or adoptive relatives: Child, grandchild of any degree, brother, sister, half-brother, half-sister, uncle, aunt, nephew or niece:
  - (A) Otherwise lawful sexual intercourse or sodomy as defined by K.S.A. 2021 Supp. [21-5501](#), and amendments thereto; or
  - (B) any lewd fondling, as described in subsection (a)(1) of K.S.A. 2021 Supp. [21-5506](#), and amendments thereto.

**6.6 Domestic Battery; Aggravated Domestic Battery** K.S.A. 21-5414

(a) Domestic battery is:

- (1) Knowingly or recklessly causing bodily harm by a family or household member against a family or household member; or
- (2) Knowingly causing physical contact with a family or household member by a family or household member when when done in a rude, insulting or angry manner.

(b) Aggravated domestic battery is:

- (1) Knowingly impeding the normal breathing or circulation of the blood by applying pressure on the throat, neck or chest of a person with whom the offender is involved or has been involved in a dating relationship or a family or household member, when done in a rude, insulting or angry manner; or
- (2) Knowingly impeding the normal breathing or circulation of the blood by blocking the nose or mouth of a person with whom the offender is involved or has been involved in a dating relationship or a family or household member, when done in a rude, insulting or angry manner.

**6.7 Stalking** K.S.A. 21-5427

Stalking is:

- (1) Recklessly engaging in a course of conduct targeted at a specific person which would cause a reasonable person in the circumstances of the targeted person to fear for such person's safety, or the safety of a member of such person's immediate family and the targeted person is actually placed in such fear;
- (2) engaging in a course of conduct targeted at a specific person with knowledge that the course of conduct will place the targeted person in fear for such person's safety or the safety of a member of such person's immediate family; or

(3) after being served with, or otherwise provided notice of, any protective order included in K.S.A. 21-3843, prior to its repeal or K.S.A. 2012 Supp. 21-5924, and amendments thereto, that prohibits contact with a targeted person, recklessly engaging in at least one act listed in subsection (f)(1) that violates the provisions of the order and would cause a reasonable person to fear for such person's safety, or the safety of a member of such person's immediate family and the targeted person is actually placed in such fear.

# Visible Music College Title IX Non-Harassment Discrimination Policy

## Section 1: Applicability

The procedures in this section shall be used to investigate and resolve Visible Music College's ("Visible") reported Title IX matters that allege discrimination that falls outside of the Title IX Sexual Harassment Policy ("Non-Harassment Title IX Discrimination"). These procedures shall be used in conjunction with the Sexual Harassment Policy for purposes of identification of key Title IX officials (Section 1.0), definitions (Section 2.0), and reporting options (Section 3.0).

Discrimination prohibited under this policy includes: the exclusion from participation in, denial of the benefits from, or subjection to unfavorable treatment in any Visible Education Program or Activity on the basis of sex.

Title IX does not apply to an educational institution that is controlled by a religious organization to the extent that application of Title IX would be inconsistent with the religious tenets of the organization. Thus, any religious exemption sought to be applied by Visible extends only as far as the conflict between the Title IX regulations and the religious tenets of historic, orthodox Christianity.

The effective date of this Policy is July 1, 2022.

## Section 2: Advisors

Complainants and Respondents may be accompanied by an advisor of their choice throughout the investigation. An advisor's role is limited to assisting, advising, and/ or supporting a Complainant or Respondent. An advisor is not permitted to speak for or on behalf of a Complainant or Respondent or appear in lieu of a Complainant or Respondent.

## Section 3: Investigation Procedures

If the allegations fall within the scope of this policy and the matter does not resolve using the informal resolution process, Visible will conduct a prompt, thorough, and impartial investigation of the reported discrimination. The Title IX Coordinator or their designee will appoint one or more investigators who will conduct investigative meetings, gather information and evidence, and make an independent determination as to whether a violation of the policy occurred using a preponderance of the evidence standard.

The Respondent is presumed not responsible until a determination has been reached by the investigator.

- 3.1 Notice of Allegations:** A written Notice of Allegations will be sent to the Complainant and Respondent, constituting the initiation of the investigation. The Notice of Allegations will contain a summary of the allegation(s) or conduct at issue. This will include the identities of the parties involved, the date and location of the incident (if known), and a link to the appropriate policies. Once the Notice of Allegations has been sent to the parties, the investigation begins.
- 3.2 Investigation Process:** The Complainant and Respondent will have an equal opportunity to be heard, identify witnesses, and provide information and evidence. The investigator will gather additional information and evidence as appropriate, including, but not limited to, social media information, text messages, email messages, videos, and other records. The investigator has the discretion to determine the relevance of information and witnesses and decide whether information or evidence should be excluded as irrelevant.
- 3.3 Timing of the Investigation:** The University strives to complete the investigation within sixty (60) business days from the issuance of the Notice of Allegations. All extensions of this time frame will be communicated with the parties in writing.
- 3.4 Report:** At the conclusion of the investigation, the investigator will draft a report with a finding regarding responsibility based on a preponderance of the evidence standard. The report will include the applicable sanctions if there is a finding of "responsible." Sanction determinations will be made in collaboration with the Director of Business if the Respondent is a staff member (includes faculty), or the Director of Students if the Respondent is a student. A copy of the report will be provided simultaneously to the Complainant and Respondent.

#### **Section 4: Appeals**

The Complainant or Respondent may appeal the decision of the investigator based only on the following grounds:

- The existence of a procedural irregularity that materially affected the outcome;
- The existence of new evidence that was not reasonably available at the time the determination regarding responsibility that could have affected the outcome;
- The Title IX Coordinator and/or investigator(s) had a conflict of interest or bias that affected the outcome.

Appeals must be made in writing and submitted to the Title IX Coordinator within three (3) business days of the receipt of the final decision. The appellate decision-maker will notify the other non-appealing party of the appeal and allow for written response from the non-appealing party within five (5) business days of receiving this notification of appeal. A determination regarding the appeal will be made by the appellate decision-maker within twenty (20) business days after receipt of the appeal.

#### **Section 5: Acceptance of Responsibility**

The Respondent may, at any time, request to resolve the investigation process or resolve specific allegation(s) by accepting responsibility for the alleged misconduct. The Title IX Coordinator will complete a summary report of the information gathered. The Title IX Coordinator will consider the request; if the request is granted, the Title IX Coordinator, in consultation with the Director of Business if the Respondent is a staff member (includes faculty), or the Director of Students if the Respondent is a student, will determine the appropriate sanction(s).

#### **Section 6: Informal Resolution**

The Complainant and Respondent may agree to Informal Resolution at any time prior to a determination regarding responsibility if the Title IX Coordinator deems the matter appropriate for Informal Resolution. The Title IX Coordinator will consider the following when determining whether to permit a matter to move to Informal Resolution:

- The nature of the allegations;
- The dynamics of power or control associated with the alleged offense or the parties involved;
- The Respondent's prior known conduct;
- Whether there would be a continuing safety threat to Visible community after resolution of allegations;
- Whether multiple parties are involved;
- Any other factor deemed relevant by the Title IX Coordinator in the interest of overall Visible safety or safety of the parties involved.

#### **Section 7: Culture**

Allegations related to a culture of Title IX Discrimination by a group, organization, department, division, or Visible as a whole will be investigated and resolved as closely as possible to this policy. Resolutions for a group, organization, division, or Visible will be communicated with the highest-ranking member of the group, organization, department, division, or Visible.

#### **Section 8: Intersection of Policies**

The procedures in this policy are the exclusive means of resolving complaints of alleged violations of Title IX involving complaints of Non-Harassment Title IX Discrimination brought against University faculty, staff, or students. To the extent there are any inconsistencies between these procedures and other University grievance, complaint, or discipline procedures, these complaint resolution procedures will control the resolution of complaints alleging Non-Harassment Title IX Discrimination.