

UNIVERSITY OF KENTUCKY  <b>ADMINISTRATIVE REGULATIONS</b>	IDENTIFICATION <b>AR II-8.2-1</b>	PAGE <b>1</b>
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RESIDENCE HALL ADMINISTRATIVE BOARD AND PROCEDURES  
FOR THE DETERMINATION OF ISSUES ARISING OUT OF  
CONTRACTUAL ARRANGEMENTS RELATING TO STUDENT HOUSING

Students residing in housing provided by the University have entered into contracts with the institution for the provision of room and/or meals. These contracts provide for termination, under certain conditions, by the University. In some cases a question arises as to whether a student has, in fact, done some act which constitutes a breach of that student's contract with the University. The following procedures have been developed to establish a systematic and equitable means for the internal adjudication of University-student contractual disputes prior to formal court determination:

I. Residence Hall Administrative Board

The Residence Hall Administrative Board has been created for the purpose of conducting hearings and making recommendations regarding questions arising under the Residence Halls Rental Agreement of the University of Kentucky.

A. Jurisdiction

The Board shall have jurisdiction in all cases wherein a controversy has arisen as to whether a student residing in University Residence Halls has in fact breached the contractual obligations contained in the Residence Halls Rental Agreement and/or in cases where a student claims the existence of substantial mitigating circumstances in connection with a breach of the agreement which would otherwise result in termination of that student's occupancy of a room in the residence halls.

B. Composition

The Board shall be composed of three persons who are full-time employees of the University appointed by the Chancellor for the Lexington Campus. No person who has made a prior determination regarding the case to be heard shall sit as a member of the Board.

II. Procedures

A. Hearings

1. All hearings by the Board shall be in closed session, except that a student who appears before the Board may, at that student's request, be accompanied by an advisor.

2. If a student is alleged to have breached the Rental Agreement, the student shall be informed of the manner in which this was done and shall have the opportunity to present evidence to show that the contract was not, in fact, breached.

3. In addition, if the Board determines that a student has violated the terms of the Rental Agreement, the student shall be permitted to present evidence of mitigating circumstances relating to said violation.

B. Evidence

1. The Board shall not be bound by formal rules of evidence as these are applied in the courts.

2. The chairperson of the Board shall rule on any questions which may arise regarding the materiality or relevance of evidence sought to be presented by any person.

III. Disposition

A. If a majority of the Board finds that the student has not committed an act constituting a breach of the Rental Agreement, no further action shall be taken regarding the termination of said contract on account of the violation or violations alleged.

B. If a majority of the Board finds from a preponderance of the evidence that a student has, in fact, committed an act or acts constituting a breach of the Rental Agreement, the Board shall recommend to the Vice Chancellor for Administration for the Lexington Campus that the Rental Agreement with the student be revoked unless the Board specifically finds substantial mitigating circumstances.

C. If a majority of the Board finds substantial mitigating circumstances in connection with a breach of the Rental Agreement, the Board shall make such other recommendations as it deems necessary and desirable to the appropriate University officials.