

**RULES
OF
TENNESSEE TECHNOLOGICAL UNIVERSITY, COOKEVILLE**

**CHAPTER 0240-09-02
STUDENT HOUSING REGULATIONS**

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0240-09-02-.01 DEFINITIONS.

- (1) Occupant – Spouses, children, immediate family members, and/or other persons residing with a student resident in a Student Residence Facility/Unit.
- (2) Reservation Deposit – A payment required by Tennessee Tech to secure accommodation within a Student Residence Facility/Unit prior to taking occupancy of a particular room, bed, or unit and is applied to the housing fee.
- (3) Student Residence Facility/Unit – Any residence hall, dormitory building, apartment, or other facility owned or operated by Tennessee Tech and located on Tennessee Tech’s main campus.
- (4) Student Housing Agreement – The terms and conditions contained in Tennessee Tech’s application for housing, in this rule, and in Tennessee Tech policies.
- (5) Guest/Visitor – Any person invited by a Student Resident/Occupant or Tennessee Tech to visit in a residence facility/unit.

Authority: T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed September 1, 2017; effective November 30, 2017.

0240-09-02-.02 ELIGIBILITY.

- (1) All Student Residence Facilities/Units shall be limited to occupancy by Tennessee Tech students and Office of Residential Life staff, unless otherwise designated by the Director of Residential Life.
 - (a) Student Residents must be full-time students in order to reside in Tennessee Tech housing, unless the Director of Residential Life waives this requirement for a student.
 - (b) All students, with the exception of students who are prohibited by federal or state law from residing in Student Residence Facilities/Units for any reason, shall have an equal opportunity to reside in Student Residence Facilities/Units, without regard to any protected category, provided that separate housing may be provided on the basis of gender.
- (2) All freshmen are required to live in residence halls unless granted a waiver by the Director of Residential Life or designee.
- (3) The bases for such freshmen housing waivers include, but are not limited to:

(Rule 0240-09-02-.02, continued)

- (a) Students commuting from a parent's or legal guardian's home that is within a fifty (50) mile radius of Tennessee Tech's campus;
 - (b) Students living with a sibling who is enrolled full-time at Tennessee Tech and is at least a sophomore status and lives within a fifty (50) mile radius of Tennessee Tech's campus;
 - (c) Students with disabilities who have an approved housing accommodation through the Office of Disability Services (ODS) Housing Committee;
 - (d) Married students or a single parent student;
 - (e) Students who are twenty-one (21) years old by the first day of class of the semester; or
 - (f) Circumstances that the Director of Residential Life, in his/her sole discretion, determines warrant a waiver.
- (4) Students who request housing within a Student Residence Facility/Unit and are assigned to a Student Residence Facility/Unit are responsible for full payment of the housing fee, unless the Student timely withdraws, or receives a waiver from the Director of Residential Life.
 - (5) Students may be subject to disciplinary action for living off-campus without authorization.
 - (6) No person who is registered, or required to register, as a sex offender shall be eligible to reside in any on-campus Student Residence Facility/Unit.
 - (7) Any student who willfully provides false or materially inaccurate information on his/her housing application may be removed from housing after notice and an opportunity to be heard.
 - (8) All new incoming students who are under twenty-two (22) years of age and are living in on-campus housing are required to produce proof of adequate immunization against meningococcal disease (meningitis). Students who fail to provide adequate documentation in advance of move-in will not be allowed to take up residence in Student Residence Facilities/Units.

Authority: T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed September 1, 2017; effective November 30, 2017.

0240-09-02-.03 STUDENT HOUSING AGREEMENT AND TERMS.

- (1) A student who submits a housing application and accepts housing is obligated to fulfill the terms and conditions of the agreement for the duration of the agreement. A fall semester-only agreement can be renewed for the following spring semester.
- (2) Tennessee Tech accepts student applications for housing beginning in the fall through the summer preceding the academic year for which the housing is sought.
 - (a) Housing is assigned on a first-come, first-serve basis, using the date on which Tennessee Tech received a completed application.
 - (b) A Reservation Deposit is due at the time of application, which is applied to the housing fee.

(Rule 0240-09-02-.03, continued)

- (3) All Student Housing Agreements are limited to a maximum term of one (1) academic year for halls and one (1) calendar year for apartments, but may be renewable for additional terms at the discretion of the Director of Residential Life.
- (4) Assignment to or occupancy of a residence hall does not include vacation periods but begins and ends on the dates of the semester(s) as indicated in the Tennessee Tech calendar indicating established hall opening and closing dates.
- (5) The term of the Student Housing Agreement for an apartment unit may be for the fall or spring semester and/or summer term/period, or all of a calendar year, including all break periods within the term.
- (6) The terms of the Student Housing Agreement are not modified in any way by the verbal or written comments of a Tennessee Tech student or employee not authorized to modify the Student Housing Agreement.
- (7) Tennessee Tech's acceptance of a student's housing application and agreement does not guarantee assignment to a particular type of accommodation.
- (8) Tennessee Tech's acceptance of a student's housing application and agreement is not evidence of admission to Tennessee Tech.
- (9) Student Residence Facility/Unit assignment is contingent upon final admission to Tennessee Tech.
- (10) The Student Housing Agreement is not valid unless the student has paid the applicable Reservation Deposit or this requirement is waived by the Director of Residential Life.
- (11) The housing fee shall be established by Tennessee Tech prior to the beginning of any academic term, and may be subject to increase by Tennessee Tech for a subsequent academic term.
- (12) In the event, any Resident of a multiple occupancy residence hall unit ceases to reside in the unit for any reason, Tennessee Tech shall have the right to reassign the remaining Residents to other Student Residence Facilities/Units on campus. When available, and at the student's request, a multiple occupancy student residence unit may be occupied individually at a higher rental rate for a particular semester.
- (13) In the event any student or other Occupant of a Student Residence Facility/Unit fails to comply with any terms or conditions of the Student Housing Agreement, including the timely payment of the housing fee, or with any rule, regulation, or policy, Tennessee Tech may declare the Student Housing Agreement terminated, and may enter and take possession of the premises after it has given notice to the student or other Occupant to vacate the premises within twenty-four (24) hours of the notice.
- (14) Any student or other Occupant of a Student Residence Facility/Unit who fails to make timely payment of all rental due or for any and all damages caused to the premises shall be liable to Tennessee Tech for all expenses, including collection costs and reasonable attorney's fees, incurred by Tennessee Tech in the enforcement or collection of the obligation involved.
- (15) Students must occupy the Student Residence Facility/Unit assigned by the Office of Residential Life during the time period specified by the Student Housing Agreement. Any change in assignment must be approved by the Office of Residential Life.

(Rule 0240-09-02-.03, continued)

- (16) No student shall assign the Student Housing Agreement of any Student Residence Facility/Unit or sublet the unit, and any attempted assignment or sublease shall be void, unless the student has obtained the written consent of the Office of Residential Life.
- (17) Tennessee Tech may, in its sole discretion, make all housing assignments and any housing assignment changes deemed necessary.
- (18) Tennessee Tech reserves the right to refuse an application for Student Residence Facility/Unit.
- (19) Tennessee Tech shall not be liable for any damages or injuries to any student or Occupant of Student Residence Facilities/Units, or to guests or invitees of such Residents or Occupants, resulting from any act or failure to act by the student or Occupant or Guest or Invitee or any accident occurring in or about the facility, except as authorized by and allowed pursuant to T.C.A. § 9-8-301, et seq. Each student or Occupant who resides or occupies any Student Residence Facility/Unit agrees to indemnify and hold Tennessee Tech harmless from and against all claims, damages, or causes of action whatsoever, asserted by any person arising out of or in any way connected with the use of the premises by the student, the Occupant, or the guest or invitee of the student or the Occupant.

Authority: T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed September 1, 2017; effective November 30, 2017.

0240-09-02-.04 RESERVATION, DEPOSIT, CANCELLATION, AND REFUND POLICIES.

- (1) Student Residence Facility/Unit
 - (a) Any Student Housing Agreement shall terminate at Tennessee Tech's discretion in the event of any of the following:
 1. The premises or the Student Residence Facility/Unit is destroyed or, in the opinion of Tennessee Tech, unsuitable for occupancy for any reason;
 2. The student resident ceases to remain a student in good standing during any regular term within the period of the Student Housing Agreement;
 3. The student resident or Occupant violates any covenant, term, or condition of the Student Housing Agreement or violates any applicable law or Tennessee Tech rule, policy, or procedure; or
 4. Tennessee Tech gives the student resident written notice of termination at least thirty (30) days prior to the date when such termination will be effective.
 - (b) A student may be released from the Student Housing Agreement before the effective date of the agreement by submitting written notification of cancellation to the Office of Residential Life, provided:
 1. The student has not checked in to his/her room; and
 2. It is prior to the first day of classes of the initial semester of the agreement; and
 3. The student withdraws from Tennessee Tech.
 - (c) A student who has entered into a Student Housing Agreement but is otherwise not obligated to reside in a Student Residence Facility may request an early termination of the agreement. A fee for such early termination will be calculated at fifty percent (50%)

(Rule 0240-09-02-.04, continued)

of the current rental rate. Requests must be submitted in writing to the Office of Residential Life.

- (d) A student may be released from the Student Housing Agreement after the effective date of the Student Housing Agreement by:
 - 1. Withdrawal or graduation from Tennessee Tech;
 - 2. Participation in one (1) of Tennessee Tech's full-time academic internship programs; or
 - 3. Other circumstances that the Director of Residential Life deems, in his/her sole discretion, to warrant a release from the Student Housing Agreement.
- (e) Refund of housing fee and reservation deposits.
 - 1. Refunds will be made consistent with Tennessee Tech's rules, policies, or procedures related to refunds of student fees.

Authority: T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed September 1, 2017; effective November 30, 2017.

0240-09-02-.05 CONDUCT AND DISCIPLINARY SANCTIONS.

- (1) Student misconduct related to residence hall or student apartment life that is subject to disciplinary sanction shall include, but not be limited to, any misconduct described by Tennessee Tech policies related to student misconduct.
- (2) Residents are required to abide by all resident regulations and responsibilities included in Tennessee Tech policies and posted on the Residential Life website. Failure to comply with any rule, regulation, or policy may subject the resident to disciplinary action under Tennessee Tech policies. Examples of prohibited conduct include but are not limited to:
 - (a) Tampering with security devices, fire safety fighting equipment, smoke detectors, and/or fire alarms.
 - (b) The use and/or possession of alcoholic beverages in all Student Residence Facilities/Unit.
 - (c) The unlawful use and/or possession of drugs and/or drug paraphernalia are prohibited in all Student Residence Facilities/Units.
 - (d) Use of tobacco products or electronic nicotine delivery systems (e.g. e-cigarettes). Smoking is only permitted in private vehicles.
- (3) Student residents and Occupants shall comply with Tennessee Tech policies and related procedures at all times. Student residents and Occupants shall be responsible for compliance with same by their invited guests.
- (4) All students and Occupants are expected to respect the personal and property rights of all other persons and of Tennessee Tech.
- (5) Tennessee Tech officials and agents may enter a Student Residence Facility/Unit at all reasonable times to examine and inspect the facility/unit for maintenance, health, safety, emergency purposes, or to render service and/or repairs to any unit. Any Student Residence Facility/Unit may be searched with the consent of the student resident or any other Occupant

(Rule 0240-09-02-.05, continued)

of the unit. All entries/searches, other than those described above, shall be conducted in accordance with federal and state law.

- (6) Upon a determination that a student or Occupant or guest/invitee has violated any applicable rules, regulations, or policies, the disciplinary sanctions listed in Tennessee Tech policies, which are incorporated herein by reference, may be imposed, either singly or in combination, by the appropriate Tennessee Tech officials.
- (7) Tennessee Tech reserves the right to move a student resident when it is in the best interest of the student, other residents on the floor, or Tennessee Tech.

Authority: T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed September 1, 2017; effective November 30, 2017.

0240-09-02-.06 RESIDENT RESPONSIBILITY.

- (1) All Student Residence Facilities/Units shall be used by students as private residences only.
- (2) Spouses, children, dependents, and/or other persons residing with the student resident must be identified on the Student Housing Agreement document or in writing to the Assignment Office.
- (3) All personal property of residents or Occupants on the premises shall be at the risk of the resident or Occupants. Tennessee Tech shall not be liable for any damages to or theft of personal property of students or Occupants in the Student's Residential Facility/Unit or on its grounds prior to, during, or subsequent to the period of the Student Housing Agreement. Any abandoned property collected by Tennessee Tech will be disposed of in accordance with Tennessee Tech policy or state regulations.
- (4) All student residents or Occupants who occupy any Student Residence Facility/Unit shall maintain the unit in the same condition and repair as accepted at the commencement of the period of occupancy, and, upon termination of such occupancy, shall surrender the premises in the same condition and repair, ordinary wear and tear excepted. No student resident or Occupants may make any alterations, additions, or improvements to a Student Residence Facility/Unit without the written consent of the Office of Residential Life.
- (5) Students and/or Occupants will be responsible for any and all damages. Charges will be divided evenly between roommates if the responsible party cannot be identified.
- (6) Failure to check out of the Student Residence Facility/Unit including failure to sign the room inventory sheet may result in a charge to the student's account and/or a hold on the student's academic records account.
- (7) Students in Student Residence Facilities/Units may be assessed on a pro-rata basis for damages in public areas or other common areas within or around the facility in which they reside, either by floor or area or by the entire facility, following a review by the Director of Residential Life or other appropriate Tennessee Tech official. Students will be notified in advance of this mass assessment.

Authority: T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed September 1, 2017; effective November 30, 2017.

0240-09-02-.07 APPEALS.

- (1) A student who wants to appeal a decision related to housing, except a disciplinary matter, may file a written appeal within five (5) business days of the decision. Such appeals must be filed with the Director of Residential Life.
- (2) Within ten (10) business days of the receipt of all information related to the appeal, the Director of Residential Life will notify the student of the decision in writing.
- (3) The Director of Residential Life's decision is final.

Authority: T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed September 1, 2017; effective November 30, 2017.

0240-09-02-.08 STUDENT HOUSING AT OTHER TENNESSEE TECH SITES.

- (1) Other Tennessee Tech sites that offer housing must apply substantially similar housing policies and procedures consistent with the needs and organizational structure of the site offering such housing.

Authority: T.C.A. §§ 49-8-101(a)(2)(A) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed September 1, 2017; effective November 30, 2017.