

**RULES
OF
THE TENNESSEE BOARD OF REGENTS
STATE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF TENNESSEE**

INSTITUTIONAL STUDENT HOUSING RULES

**CHAPTER 0240-04-06
TENNESSEE TECHNOLOGICAL UNIVERSITY
STUDENT HOUSING RULES**

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0240-04-06-.01 ELIGIBILITY.

- (1) Unless otherwise designated, University policy requires that all student residence facilities, including residence halls and apartments, shall be limited to occupancy by Tennessee Tech students and Office of Residential Life staff, provided that the apartments may be occupied by spouses and children of Tennessee Tech students if so designated. In addition, student residence facilities may be leased to other persons in connection with programs and activities on campus when such facilities are not occupied or needed by students. All students shall have an equal opportunity to reside in student residence facilities regardless of race, gender, sexual orientation, marital status, creed, color, national origin or disability, provided that separate housing may be provided on the basis of gender or marital status. Tech Village Apartments have been designated as student residence facilities for married students, single students with children, graduate students, students with disabilities, single senior and single junior students, faculty, and staff.
- (2) The University requires all freshman and sophomores to live in residence halls.
- (3) The basis for waivers and exceptions for living in the residence halls are:
 - (a) students who are junior classification or more,
 - (b) students commuting from a parent's or legal guardian's home which is within a fifty (50) mile radius;
 - (c) students living with a brother or sister who are enrolled full-time at the University within a fifty (50) mile radius;
 - (d) students participating in academic internship programs;
 - (e) students with physical and/or emotional disabilities verified by a licensed physician; and
 - (f) emergency release granted by the Office of Residential Life. Please note: The signing of the housing agreement obligates the student to fulfill the terms and conditions of the agreement for the duration of the agreement.
 - (g) married students.

(Rule 0240-04-06-.01, continued)

- (h) a single parent;
 - (i) twenty-one (21) years old by the first day of class of the semester.
- (4) Classification of students will be determined according to the number of semester hours earned as described in the section on General Regulations regarding classification in the University Catalog. This policy is in effect throughout the entire academic year - fall, spring and summer. If a student is classified as a full-time student at the beginning of the semester, the same status will apply for the entire semester.
- (5) A student who does not comply with the University residency requirement, after having been informed, will be assigned a room in one of the University residence halls, is responsible for full payment of rent, and may be subject to disciplinary action for living off-campus without authorization.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261; effective July 1, 1983. New rule filed April 28, 1983; effective July 31, 1983. Amendment filed January 31, 1986; effective April 15, 1986. Amendment filed April 30, 1987; effective July 29, 1987. Amendment filed November 3, 1989; effective February 28, 1990. Amendment filed July 14, 1992; effective October 28, 1992. Amendment filed May 18, 1994; effective September 28, 1994. Amendment filed November 26, 1997; effective March 30, 1998. Amendment filed February 28, 2000; effective June 28, 2000. Amendment filed August 29, 2000; effective December 29, 2000. Amendment filed January 11, 2002; effective May 31, 2002. Amendment filed August 11, 2004; effective December 29, 2004. Amendment filed January 16, 2007, effective May 31, 2007. Amendments filed September 20, 2007; effective January 28, 2008.

0240-04-06-.02 RESIDENCE HALL CONDUCT AND DISCIPLINARY SANCTIONS.

- (1) Student misconduct related to residence hall or student apartment life which is subject to disciplinary sanction shall include, but not be limited to, any misconduct proscribed by the Tennessee Technological University Student Disciplinary Rules, section 0240-03-06-.02, which is incorporated herein by reference.
- (2) In addition, the following special regulations concerning conduct in residence facilities shall apply, and failure to comply with them shall subject the resident to disciplinary action.
 - (a) All student residence facilities shall be used for private residential purposes only. No student shall permit any objectionable noise or odor to escape from the student residence unit, permit or create a disturbance or disturb any other resident of the unit or the facility.
 - (b) With the exception of fish aquariums not exceeding 20 gallons and approved seeing eye dogs, pets are not permitted in University housing. Fish aquariums may only be used for fish. Furthermore, no pets may be kept in close proximity of the resident's room.
 - (c) Tampering with security devices, fire fighting equipment, smoke detectors and/or fire alarms is prohibited.
- (3) All students who occupy any residence unit shall be subject to the rules, regulations, policies and procedures of the Tennessee Board of Regents and the University related to conduct and student housing, including visitation regulations, the provisions of the Tennessee Board of Regents' policy on student residence regulations and agreements, and the University student handbook and residence and apartment handbook, shall be incorporated by reference into each student agreement.

(Rule 0240-04-06-.02, continued)

- (4) Students and occupants will be held accountable for behavior occurring in their student residence units; including the behavior of any visitors and/or guests.
- (5) All students are expected to scrupulously respect the personal and property rights of all other persons and of the University. The University will make every effort to see that these conditions are maintained by all members of its community.
- (6) University officials reserve the right to enter and inspect residence hall rooms and apartments at any time. Inspections will occur when necessary to protect and maintain the property of the University, to render service or repairs, the health and safety of its students, or whenever necessary to aid in the basis responsibility of the University regarding discipline and maintenance of an educational atmosphere. Additionally, University officials may remove any signs, fixtures, alterations or other objects not in conformity with these Housing Rules, other rules of the institution, or applicable law.
- (7) **Disciplinary Sanctions.** Upon a determination that a student has violated any of the rules, regulations or disciplinary offenses which are set forth in these Student Housing Rules, the disciplinary sanctions listed in the Tennessee Technological University Student Disciplinary Rules, section 0240-03-06-.04(2), which is incorporated herein by reference, may be imposed, either singly or in combination, by the appropriate University officials.
- (8) **Disciplinary Procedures.** Disciplinary action against a student for violating any rule, regulation, or disciplinary offense related to student housing shall be conducted in accordance with the procedures described in the Tennessee Technological University Student Disciplinary Rule, section 0240-03-06-.05, which is incorporated herein by reference.
- (9) The University reserves the right to move a student from room to room, or floor to floor or hall to hall when it is in the best interest of the student the floor or the University.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261 effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed July 14, 1992; effective October 28, 1992. Amendment filed May 18, 1994; effective September 28, 1994. Amendment filed February 28, 2000; effective June 28, 2000. Amendment filed August 29, 2000; effective December 29, 2000. Amendment filed June 28, 2005; effective October 28, 2005.

0240-04-06-.03 RESIDENT RESPONSIBILITIES.

- (1) The University does not maintain insurance on any personal property of students, and all personal property of students on the premises should be at the risk of the students. Therefore, all students are encouraged to obtain personal property insurance, either from parents or an independent insurance agent.
- (2) All students who occupy any student residence 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 may make any alterations, additions, or improvements to a student residence unit without the written consent of the Office of Residential Life.
- (3) Each student who occupies any student resident unit agrees to pay the University, immediately upon demand, for any and all damages to the unit, including but not limited to damages to exterior or interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, appliances, fixtures, and furnishings of the unit and its surrounding premises, if such damage is caused by any act or failure to act by the student or guests or invites of the student.

(Rule 0240-04-06-.03, continued)

- (4) Failure to check out of the student residence unit by signing the room inventory sheet will result in a charge to the student's account.
- (5) Students in student residence units or apartments 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 hearing by the Director of Residential Life or other appropriate officials of the University. Students must be notified in advance of this mass assessment.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261 effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed July 14, 1992; effective October 28, 1992. Amendment filed May 18, 1994; effective September 28, 1994. Amendment filed August 8, 1995; effective December 29, 1995. Amendment filed February 28, 2000; effective June 28, 2000. Amendment filed August 29, 2000; effective December 29, 2000. Amendment filed January 11, 2002; effective May 31, 2002. Amendment filed October 8, 2003; effective February 27, 2004. Amendment filed June 28, 2005; effective October 28, 2005. Amendment filed September 20, 2007; effective January 28, 2008.

0240-04-06-.04 VISITATION.

- (1) Unless otherwise designated, Residence Hall visitation will be 11:00 am - Midnight Sunday - Thursday, and 11:00 am - 1:00 am Friday and Saturday.
- (2) Residential Life staff members will be available during the entire period of visitation, except during zone coverage, during which time housing personnel will be responsible for a specified area.
- (3) Each guest must be escorted from the lobby to the host/hostess's room and from the room back to the lobby. Guests are not to be unattended at any time inside or outside the room.
- (4) Visitation privileges require a greater responsibility to be shared. The primary responsibility for management of the total visitation program rests with the individual resident. Other assistance can be provided by the Residence Hall Association, the residence hall para-professional staff and residential life administrative/support staff.
- (5) During visitation, proper conduct and decorum are important and expected of both the host/hostess and the guest(s). A guest may be asked to leave the building and/or be prohibited from visiting if found to be violating policies, damaging property, or being a potential harm to themselves or others.

Authority: T.C.A. §4-5-226 and 49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261 effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed November 3, 1989; effective February 28, 1990. Amendment filed July 14, 1992; effective October 28, 1992. Amendment filed July 3, 1996; effective November 28, 1996. Amendment filed February 28, 2000; effective June 28, 2000. Amendment filed August 29, 2000; effective December 29, 2000. Amendment filed January 11, 2002; effective May 31, 2002. Amendment filed October 8, 2003; effective February 27, 2004. Stay of effective date filed February 26, 2004 by The House and Senate Government Operations Committee for paragraphs (1) through (6). The new effective date for these paragraphs is April 27, 2004. Expired by Acts of 2004, Public Chapter 838, §1(c) enacted June 7, 2004; effective June 30, 2004. Amendment filed August 11, 2004; effective December 29, 2004. Repeal and new rule filed June 28, 2005; effective October 28, 2005. Amendment filed October 29, 2009; effective March 31, 2010.

0240-04-06-.05 CONTRACT TERM AND CONDITIONS.

- (1) All student residence license/rental agreements shall be limited to a maximum term of one (1) year, but may be renewable for additional terms at the election of the University.
- (2) The term of any student residence license/rental agreement for a residence hall unit may be for any or all of the regular semesters within the academic year of the University, but shall not include any period between semesters, any holiday or vacation periods or summer periods unless otherwise designated by the University.
- (3) Assignment to or occupancy of a residence hall room does not include vacation periods but will begin and end on the dates of the semester(s) as indicated in the University catalog indicating established hall opening and closing dates. Limited student housing may be available at an additional cost between semesters and must be approved by the Director of Residential Life.
- (4) The term of any student residence license/rental agreement for an apartment unit may be for the fall or spring semester and/or summer term/period, or all of a calendar year, subject to such renewal as may be provided by the University.
- (5) The terms of any student residence license/rental agreement are not modified in any way by the verbal comments of a University employee or student.
- (6) The student residence license/rental agreement when appropriately signed and accepted by the University is for the time period specified in the license/rental agreement.
- (7) The University's acceptance of the license/rental agreement does not guarantee assignments to a particular type of accommodation or final admission to the University. Room assignment is contingent upon final admission to the University.
- (8) The student residence license/rental agreement is not valid unless an advance payment of rent is included at the time of application or this Stipulation is waived by the Director of Residential Life.
- (9) The remainder of the initial semester's payment and payment of subsequent semesters is payable at registration for classes. Payment thereof shall be a condition precedent to the student being an enrolled student for the semester. Any prorated periodic payment which is not paid on or before the tenth day after such payment is due shall be subject to a late penalty fee.
- (10) Rental for student apartment units shall be payable monthly in advance,. provided that the University may require advance payment of rental for a period in excess of one (1) month. The first periodic payment shall be payable in advance of the beginning of the semester involved, and payment thereof shall be a condition precedent to the student being an enrolled student for the semester. Any monthly or periodic payment which is not paid on or before the tenth day after such payment is due shall be subject to a late penalty fee. Rental for student apartment units shall be payable monthly in advance at the Business office on the first working day of the month without formal demand being made.
- (11) The rental or fee payable for any student residence unit shall be established by the University at the beginning of any academic term, shall be subject to increase during the term of any agreement by the University at any time upon twenty (20) days notice before the beginning of the next semester in the event such an increase is approved by the Tennessee Board of Regents.

(Rule 0240-04-06-.05, continued)

- (12) In the event any occupant of a multiple occupancy residence hall unit ceases to reside in the unit for any reason the University shall have the right to reassign the remaining occupants to other student residence facility units on campus. When available, and at the student's request, a multiple occupancy student residence unit may be occupied singly at a higher rental rate for a particular semester.
- (13) In the event any student or other occupant of a student residence unit fails to comply with any terms or conditions of the student residence license/rental agreement, including the timely payment of rent, or with any rule, regulations or policy incorporated therein by reference, the University may declare the license/rental 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.
- (14) Any student or other occupant of a student residence unit who fails to comply with any terms or conditions of the student residence license/rental agreement, or who fails to make timely payment of all rental due or for damages caused to the premises, shall be liable to the University for all expenses, including collection costs and reasonable attorney's fees, incurred by the University in the enforcement or collection of the obligation involved.
- (15) Students must occupy the student residence unit assigned by the Office of Residential Life during the time period specified by the license/rental agreement. Any change in assignment must be approved by the Office of residential Life. No student shall assign the agreement of any residence unit or sublet the unit, and any attempted assignment or sublease shall be void without the written consent of the Office of Residential Life. The University reserves the right to make all assignments and to make any assignment changes considered advisable or necessary. Furthermore, the University reserves the right to refuse an application for university student residence halls or apartments.
- (16) The University shall not be liable for any damages or injuries to any student or to the occupant of student residence facilities, or to guests or invitees of such occupants, resulting from any act or failure to act by the student or any accident occurring in or about the facility, except as authorized by and allowed pursuant to T.C.A. §9-8-301. Each student who occupies any student residence unit agrees to indemnify and hold the University 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.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261 effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed November 3, 1989; effective February 28, 1990. Amendment filed July 14, 1992; effective October 28, 1992. Amendment filed May 18, 1994; effective September 28, 1994. Amendment filed February 28, 2000; effective June 28, 2000. Amendment filed August 29, 2000; effective December 29, 2000. Amendment filed October 8, 2003; effective February 27, 2004. Amendment filed October 29, 2009; effective March 31, 2010.

0240-04-06-.06 RESERVATIONS (DEPOSIT, CANCELLATION AND REFUND POLICIES).

- (1) Student Apartment Agreements.
 - (a) Any student apartment license agreement shall terminate at the discretion of the University in the event of any of the following:
 1. the Premises or the units are destroyed or, in the opinion of the University, unsuitable for occupancy for any reason;

(Rule 0240-04-06-.06, continued)

2. the occupant thereof ceases to remain a student in good standing during any regular term within the period of the license agreement;
 3. the student or other occupant violates any covenant, term or condition of the license agreement and any other rule or regulation incorporated into this agreement by reference; or
 4. the University gives the student or other occupant written notice of termination at least thirty (30) days prior to the date when such termination will be effective.
- (b) All Student Apartment Agreements are for six (6) months unless permission is granted by the Director of Residential Life prior to application approval.
- (c) A student may be released from this residence hall agreement and receive a refund of his/her prepayment before the effective date of the contract by submitting written notification of cancellation to the Office of Residential Life by July 1st for the fall semester and/or academic year agreements, December 1st for the spring semester only agreements, and by May 1st for the summer semester agreements for the initial semester the residence hall agreement becomes effective. Additionally, a student may be granted a release from this residence hall agreement by submitting written notification of cancellation to the Office of Residential Life prior to the first official day of hall opening for the initial semester the agreement becomes effective, or by withdrawal from the University or graduation. Releases granted after the established cancellation dates and prior to the first official day of hall opening for the initial semester the agreement becomes effective will result in a forfeiture of your prepayment. Students are advised to review current University policy requiring students to live in University housing to determine eligibility to live off-campus.
1. Written cancellation is received in the Office of Residential Life prior to the establishment of an official check-in date.
- (d) Refund of apartment rent. Refund of the apartment rent will be made under the following conditions:
1. Refunds of apartment rent after move-in will be prorated on a daily basis and a thirty (30) day notice will be waived when the student is forced to withdraw from the apartment:
 - (i) because of personal medical reasons confirmed in writing by a licensed physician; or
 - (ii) at the request of the institution for other than disciplinary reasons.
 2. Refund of rent paid in excess of thirty (30) days required notice will be at a prorated amount.
 3. A full month's refund will be made in the event of the death of the student.
- (2) Student Residence Hall Agreement
- (a) Any student residence hall license agreement shall terminate at the discretion of the University in the event of any of the following:
1. the Premises or the unit are destroyed or, in the opinion of the University, unsuitable for occupancy for any reason;

(Rule 0240-04-06-.06, continued)

2. the occupant thereof ceases to remain a student in good standing during any regular academic term within the period of the license agreement.
 3. the student or other occupant violates any covenant, term or condition of the license agreement and any other rule or regulation incorporated into this agreement by reference; or
 4. the institution gives the student or other occupant 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 this residence hall agreement before the effective date of the agreement by submitting written notification of cancellation to the Office of Residential Life, as long as the student has not checked in to his/her room, and it is prior to the first day of classes of the initial semester of the agreement, or by withdrawing from the University. Students are advised to review current University policy requiring students to live in University housing to determine eligibility to live off campus.
- (c) A student who has met his or her residency requirement, but due to restrictions of his or her current binding license agreement is ineligible to be released, can request a buy-out. The student must have not taken possession of his or her room for the period of buy-out is being requested. Requests must be submitted in writing to the Office of Residential Life. The buy-out will be calculated at fifty percent (50%) of the current rental rate.
- (d) A student may be released from this residence hall license agreement after the effective date of the license agreement by:
1. withdrawal or graduation from the University;
 2. Leaving the University at the end of a semester to participate in one of the University's academic internship programs; or
 3. An emergency release granted by the Office of Residential Life.
- (e) Refund of advance payment. Refund of the advance payment will be made under the following conditions:
1. Written cancellation is received in the Office of Residential Life by July 1st for the fall semester and or academic year agreements, December 1st for the spring semester only agreements and by May 1st for either summer semester for the initial semester/session the residence hall license agreement becomes effective;
 2. the student is prevented from entering the University because of medical reasons confirmed in writing by a licensed physician;
 3. residence hall space is not available; or
 4. in case of the death of the student.
- (f) Refund of residence hall rent.
1. Refunds of residence hall rent after registration will be prorated on a weekly calendar basis when the student is forced to withdraw from the residence hall:

(Rule 0240-04-06-.06, continued)

- (i) because of personal medical reasons confirmed in writing by a licensed physician; or
 - (ii) at the request of the institution for other than disciplinary reasons.
2. Full refund will be made in case of death.
 3. Withdrawals from the University for other reasons, except disciplinary and medical reasons, will be subject to a policy whereby 75% of the rent will be refunded for a period of fourteen (14) calendar days beginning with and inclusive of the first official day of classes. Twenty-five percent of the rent will be refunded following expiration of the 75% period, for a period of time extending 25% of the time period covered by the term.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261 effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed November 3, 1989; effective February 28, 1990. Amendment filed July 14, 1992; effective October 28, 1992. Amendment filed April 23, 1993; effective July 28, 1993. Amendment filed May 18, 1994; effective September 28, 1994. Amendment filed July 3, 1996; effective November 28, 1996. Amendment filed February 28, 2000; effective June 28, 2000. Amendment filed August 29, 2000; effective December 29, 2000. Amendment filed January 11, 2002; effective May 31, 2002. Amendment filed October 8, 2003; effective February 27, 2004. Amendment filed August 11, 2004; effective December 29, 2004. Amendments filed September 20, 2007; effective January 28, 2008. Amendments filed October 29, 2009; effective March 31, 2010.

0240-04-06-.07 MISCELLANEOUS.

- (1) Appliances approved for residence hall use are television sets, computer, radios with self-contained antennas, VCR's, electric razors, irons with auto shut-off feature, coffee makers, hot air popcorn poppers, crock-pots, clocks, hair dryers, lamps, heating pads, electric blankets, approved microwave ovens, and fans are permitted in rooms provided their use does not disturb other residents and their state of repair is not a fire hazard. If an electrical problem develops and becomes persistent, the University will have no alternative but to request the removal of the item or items.
- (2) If a student owns his/her own refrigerator and/or microwave and would like to use either unit in the residence hall, the unit must be inspected and approved by a member of the Residence Hall Staff. Approved specifications will be published in the residence hall guidelines handbook that is available upon request and/or online.
- (3) In the event any student apartment unit is occupied by two (2) or more students, the unit shall be subject to the same conditions as student dormitory and residence hall units at the University.
- (4) All overnight guests of the same gender in residence halls must be registered with the residence hall staff. Length of stay is limited to one (1) day within a seven (7) day period. The roommate must be absent from the room during the guest's stay, and the roommate's consent must be obtained prior to the period of stay.
- (5) All overnight guests in student apartments must be registered with the apartments' office staff. Length of stay is limited to one (1) week per month.
- (6) Personal washer and dryer units are not authorized for individual apartment or room use.
- (7) Personal air conditioner and/or heater units are not authorized for individual apartment or room use.

(Rule 0240-04-06-.07, continued)

- (8) Weapons of any kind, including but not limited to, actual weapons, martial arts weapons, toy weapons, air guns, paint guns, knives (over 4 inches), etc., are not allowed in any campus location.
- (9) All open flame items, such as kerosene lamps, candles and incense, are prohibited in residence halls.
- (10) The construction or renting of loft beds is permitted, but must follow guidelines noted under Guidelines for Successful Living – Residential Life Policies and Procedures.
- (11) Parties of six or more people including residents are not allowed in students' residence hall rooms.
- (12) Open lobby hours are defined as 24 hours per day, seven days per week.
- (13) Bouncing of basketballs, skate boarding, use of paint pall guns, Frisbee throwing, throwing darts, roller blades, golf, use of archery equipment, water sports, playing catch or any other similar activities or games inside or in close proximity to the halls and respective parking lots are prohibited.
- (14) Cohabitation in University residence halls is not permitted.
- (15) Quiet hours for residence halls are 10:00 p.m. to 10:00 a.m. during which all noise must be contained within individual student rooms. At all other times, courtesy hours are in effect.
- (16) Smoking and other tobacco usage will be prohibited in any and all residential facilities or within fifty (50) feet of any point of entry of a residential facility on campus.

Authority: T.C.A. §49-8-203. **Administrative History:** Repeal of all rules by Public Chapter 261 effective July 1, 1983. New rule filed April 28, 1983; effective July 13, 1983. Amendment filed November 3, 1989; effective February 28, 1990. Amendment filed April 23, 1993; effective July 28, 1993. Amendment filed May 18, 1994; effective September 28, 1994. Amendment filed July 3, 1996; effective November 28, 1996. Amendment filed February 28, 2000; effective June 28, 2000. Amendment filed January 11, 2002; effective May 31, 2002. Amendment filed October 17, 2002; effective February 28, 2003. Amendment filed October 8, 2003; effective February 27, 2004. Amendment filed August 11, 2004; effective December 29, 2004. Amendment filed September 20, 2007; effective January 28, 2008. Amendments filed October 29, 2009; effective March 31, 2010.