

Live-In Habitation Policy

Summary

University policy on live-in habitation for residence life staff.

Purpose

To provide live-in habitation guidelines for all live-in professional staff members, which include Graduate Student Staff Members (Graduate Assistants), Residence Life Coordinators Faculty in Residence, and the Assistant Director of Residence Life (hereon mentioned only as “livein staff members”) who are given an apartment/house and/or are required as a condition of their employment to reside in a designated Residence Life on-campus location.

Policy

1. The Department of Residence Life at Columbus State University has established guideline that must be followed by all live-in staff members and their Spouse, Minor Children(s), and other allowed persons.
2. Live-in Staff members may have the following allowed person(s) live with them in their on-campus apartment/house:
 - a. Legally married spouse
 - b. Fiancé (additional proof may be required)
 - c. Children, by blood or adoption
 - d. Legal dependent(s), i.e., a person who is under the legal custody and control of the staff member or the staff member’s spouse pursuant to the judgments or order of a court (guardianship)
3. If a person does not fall under one of the above regulations, special permission from the Assistant Director of Residence Life and the Director of Residence Life must be given before thus person moves into the on-campus apartment/house.
4. Any allowed person under the age of eighteen (18) residing in the apartment/house must be the biological or adopted child, or legal dependent(s), i.e., persons under the legal custody and control of the live-in staff member or the live-in staff member’s spouse pursuant to the judgments or order of a court (guardianship) (“Minor Child).
5. A live-in staff member who wishes to share occupancy with an allowed person must make their request known to their supervisor, the Assistant Director of Residence Life, and the Director of Residence Life. An allowed person may only move into the live-in staff members apartment/house after written approval has been given and all required

documentation is completed and signed by the allowed person(s) and after an acceptable background check has been returned and reviewed.

6. All allowed person(s) will be required to sign a Habitation Agreement in which they agree to abide by the terms and conditions within the current Live-In Habitation Policy and any future additions that it may entail. Allowed person(s) will also be required to complete a Background Check Form. The cost of the background check(s) will be the responsibility of the live-in staff member. A copy of the Habitation Agreement will be given to the allowed person(s) and to the live-in staff member, while the original will be maintained by the Assistant Director of Residence Life. A copy of the Background Check Form must be turned into the Assistant Director of Residence Life.

7. At any time, the Department of Residence Life may deny occupancy to any allowed person(s) before or after their approval. All allowed person(s) agree to abide by all state and federal laws and the policies and regulations of Columbus State University and the Department of Residence Life. Any violation of the law and/or the rules and policies set forth by Columbus State University and the Department of Residence Life, may result in immediate restriction and removal from the live-in staff member's apartment/house.

8. All allowed person(s) must agree to indemnify and hold harmless the Department of Residence Life and Columbus State University for any and all personal injury and property damages resulting from the allowed person(s) occupancy of an apartment/house provided by the Department and the University, regardless of either party's negligence.

9. Live-in staff members and allowed person(s) must sign and abide by the Residential Life Key Policy:

- a. Live-in staff members and allowed person(s) will each be issued one key or access card to the apartment/house entrance.
- b. Allowed person(s) will be issued one access card each. This will allow access into the building entrance (if applicable) to the location of where the live-in staff member resides.
- c. If a minor child is under the age of 18, the key will be signed out by, and accountable to, the live-in staff member.

10. Under no circumstance may an allowed person(s) interfere with or disrupt the performance of the live-in staff member's duties and responsibilities.

11. Allowed person(s) residing in a live-in staff member apartment/house does so at the will of the live-in staff member, the Department of Residence Life, and Columbus State University. The live-in staff member, the Department of Residence Life (or any official acting on behalf of the Department), or Columbus State University (or any official acting on behalf of the University; i.e. University Police) may demand that the allowed person(s) vacate the apartment/house at any time, for any reason, with or without cause. Should the live-in staff member, the Department of Residence Life, and/or Columbus State University demand the allowed person(s) to vacate the apartment/house, the

allowed person(s) hereby agrees to immediately vacate the apartment/house without notice from the Department of Residence Life and/or Columbus State University.

12. Should the employment status of the live-in staff member change, the Department of Residence Life, or Columbus State University may demand that the live-in staff member and the allowed person(s) vacate the apartment/house with or without cause, and may require the live-in staff member and allowed person(s) to immediately vacate the premises without notice by changing the locks and/or restricting access to the building and/or apartment/house.

13. Live-in staff members must inform their supervisor immediately when an allowed person(s) no longer resides in the apartment/house. Live-in staff members may terminate their relationship with the allowed person at any time during their employment. At that time, any allowed person(s) then must vacate the apartment/house.

14. Live-in staff members and allowed person(s) are given permission to occupy an apartment/house within Residence Life, and not necessarily within a specific building, or community. No provision of this agreement may be transferred or assigned to another person(s). The Department of Residence Life and Columbus State University reserve the right to reassign the live-in staff member and their allowed person(s) to a different apartment/house, building, or community at any time.

15. Neither live-in staff members nor allowed person(s) may generate any income through any sublease of the apartment/house provided by Columbus State University and the Department of Residence Life. Live-in staff members and allowed person(s) are also not permitted to run any type of business out of the assigned apartment/house.

16. Any disagreements between the live-in staff member and their allowed person(s) should be handled between the live-in staff member and the allowed person(s). Columbus State University and the Department of Residence Life, will not be held responsible for any actions that the live-in staff member or allowed person(s) may commit or be involved in. Disagreements between the live-in staff member and the allowed person(s) may result in the allowed person(s) to vacate the live-in staff member apartment/house.

17. Ultimately, the allowed person(s) is the responsibility of the live-in staff member and will be liable to Columbus State University for the acts, omissions, and behavior of their allowed person(s) and any damages caused by the allowed person(s). The allowed person(s) is not subjected to guest check-in and escort policy. Any lost keys, and cost associated with losing a key, will be the responsibility of the live-in staff member.

Related USG Policy

N/A

Last Update

2/1/2017

Responsible Authority
Director, Residence Life