Live-In Staff Occupancy Policy

Scope: Residential Life

Issued: March 15, 2015

Revised: May 12, 2015

Purpose

To provide occupancy guidelines for graduate student staff members (Graduate Assistants, Graduate Residence Directors, Residence Managers) and full-time staff members (Residence Life Coordinators, Faculty In Residence) who are required as a condition and/or benefit of employment to reside in a designated on-campus apartment.

Policy

This policy applies to apartments occupied by a) graduate student staff members and full-time staff/faculty members who are required as a condition and/or benefit of employment to reside in a designated on-campus apartment, and b) graduate student staff members and full-time staff/faculty members who are not required to live on-campus, but are granted permission to reside in an on-campus apartment.

Occupant Guidelines

The Department of Residential Life has established guidelines that must be followed by all Live-In Staff Members and their Spouse, Roommate(s) and Minor Children.

“Live-In Staff” is defined as staff members required or allowed to reside within a designated on-campus apartment to facilitate access to the community. This includes all graduate student staff members (Graduate Assistants, Graduate Residence Directors, and Residence Managers) and full-time staff members (Residence Life Coordinators, Faculty In Residence) who are required as a condition of employment and/or allowed as a benefit of employment to reside in a designated on-campus apartment.

One (1) additional adult occupant (“Roommate”) may move in at any time during Live-In Staff Member’s employment upon demonstrating that Live-In Staff Member has complied with the
procedures listed below. Roommate shall have no right to occupy, use, or access the premises. Under no circumstances may a Roommate be under the age of eighteen (18).

Live-In Staff Members must inform their immediate supervisor immediately when a Roommate(s) no longer reside(s) in the apartment. Live-In Staff Members may terminate their relationship with Roommate(s) at any time during their employment. Roommate(s) must vacate the apartment upon the end of the staff-member’s employment with the Department of Residential Life or sooner as set forth in the Occupancy Agreement.

Any person under the age of eighteen (18) residing in the apartment must be the biological or adopted child, brother/sister, or legal dependent(s), i.e., persons under the legal custody and control of the staff member or the staff member’s spouse/roommate pursuant to the judgments or order of a court (guardianship) (“Minor Child”).

A Live-In Staff Member who wishes to share occupancy with a Roommate must first make his or her request known to the Executive Director of Residence Life & Housing, Director, and his or her immediate supervisor. Roommate may only move in after the Live-In Staff Member has properly informed his or her immediate supervisor, Director, and the Executive Director of Residence Life & Housing, and both Live-In Staff Member and Roommate have agreed to and signed the Occupancy Agreement and successfully completed an acceptable background check.

Live-In Staff Member must inform his or her immediate supervisor immediately when Roommate is asked to vacate and when he/she no longer resides in the apartment. Live-In Staff Members may terminate their relationship with Roommate at any time during their employment. Roommate must vacate the apartment upon the end of the staff-member’s employment with the Department of Residential Life or sooner as set forth herein.

Any Roommate residing in a Live-In Staff apartment does so at the will of Live-In Staff Member, the Department of Residential Life and Louisiana State University. Live-In Staff Member, the Department of Residential Life (or any official acting on behalf of the Department), or Louisiana State University (or any official acting on behalf of the University) may demand that Roommate vacate the apartment at any time, for any reason, with or without cause. Should the Live-In Staff Member, the Department of Residential Life, or Louisiana State University demand that Roommate vacate the apartment, Roommate hereby agrees to immediately vacate the apartment without notice from the University.

Neither Live-In Staff Member nor Roommate shall have any property interest in the apartment provided as a benefit or requirement of Live-In Staff Member’s employment. The apartment is provided subject to Live-In Staff Member’s continued employment. Should Live-In Staff Member’s employment status change, the Department of Residential Life, or Louisiana State University may demand that Live-In Staff Member and/or Roommate vacate the apartment with or without cause, and may require Live-In Staff Member and/or Roommate to immediately vacate the premises without notice by changing the locks and/or access codes at any time or for any reason. The Live-In Staff Member will be responsible for any damages beyond normal/reasonable.
Occupancy of the Live-In Staff apartment will be in accordance with fire code and cannot exceed the capacity for the apartment. Most staff apartments are either one-bedroom units with a maximum capacity of two occupants (or three occupants if at least one occupant is under the age of two years old) or two-bedroom units with a maximum occupancy of two adults and two children. Occupancy capacities will be determined by one or more of the following: immediate supervisor, Director or Executive Director.

Live-In Staff Member may have the following persons live with them in their on-campus apartment:

1. Legally married spouse or one additional adult occupant/roommate
2. Children, by blood or adoption, or brother/sister of the Live-In Staff Member
3. Legal dependent(s), i.e., persons under the legal custody and control of the staff member or the staff member’s spouse/roommate pursuant to the judgments or order of a court (guardianship)

Even if the Roommate(s) and the Live-In Staff Member share a legal relationship, any Roommate(s) over the age of eleven (11) consents to a background check to assess the possibility of a criminal record. Should the background check reveal a potential Roommate’s criminal record, LSU may deny occupancy to the Roommate.

Regardless, the Roommate will be required to sign an Occupancy Agreement in which he/she agrees to abide by the terms and conditions set therein and complete a Background Check Authorization Form. The cost of the background check(s) will be the responsibility of the Live-in Staff Member via payroll deduction, cash, check, or money order. A copy of the Occupancy Agreement will be maintained by the Live-In Staff Member and the original will be maintained by the Live-In Staff Member’s immediate supervisor. The completed Background Check Authorizations Form will be turned in to the Residential Life Human Resources office for processing.

Live-In Staff Members must agree to indemnify and hold harmless the Department of Residential Life and Louisiana State University for any and all personal injury and property damages, outside the course and scope of the Live-In Staff Member’s employment, resulting from the Live-In Staff Member’s occupancy of an apartment provided by the Department and the University, regardless of either party’s negligence.

Roommates must agree to indemnify and hold harmless the Department of Residential Life and Louisiana State University for any and all personal injury and property damages resulting from the Roommates’ occupancy of an apartment provided by the Department and the University, regardless of either party’s negligence.

Roommate(s) and Live-In Staff Member must sign and abide by the Residential Life Key Policy:

a. Live-In Staff Members and Roommate(s) will each be issued one key to the apartment entrance.

b. Roommate(s) will each be issued one access card, allowing access only into the building and front door (if applicable) to with the Live-In Staff Member resides.
c. If the Roommate(s) or Minor Child is under 17 years of age, the keys will be signed out by and accountable to the Live-In Staff Member.

Under no circumstances may Roommate interfere with or disrupt the performance of the Live-In Staff Member’s duties and responsibilities.

Live-In Staff Members and Roommate(s) are allowed to occupy an apartment within the residence hall system not necessarily a specific apartment or an apartment in a specific building. No provision of this agreement may be transferred or assigned. Department of Residential Life and Louisiana State University reserve the right to reassign the Live-In Staff Member and his or her Roommate(s) to a different apartment or a different building at any time in its discretion. Neither Live-In Staff Members nor Roommates may generate income through any sublease of the apartment provided by Louisiana State University and the Department of Residential Life.

Live-In Staff Member and his or her Roommate(s) agree to abide by state and federal law and the policies and regulations of Louisiana State University and the Department of Residential Life. Any violation of the law or these policies and regulations may result in restrictions on apartment use at the sole discretion of the Department of Residential Life and Louisiana State University.

The Live-In Staff Member is ultimately responsible and liable to Louisiana State University for the acts, omissions, and behavior of his or her Roommate and any damages caused by his or her Roommate. Roommate is not subject to guest check-in and escort policies. Further, any lost keys will be the responsibility of the Live-In Staff Member.

Disagreements between the Live-In Staff Member and his or her Roommate may be resolved in the sole discretion of the Department of Residential Life by requiring the Roommate to vacate the apartment.
## Staff Member Information

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>LSU 89#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Live-In Staff Position</td>
<td>RLC</td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
</tr>
</tbody>
</table>

## Family Information

<table>
<thead>
<tr>
<th>Spouse Name</th>
<th>LSU Student (Yes/No) 89-</th>
<th>LSU Employee (Yes/No) 89-</th>
<th>Cell Phone#</th>
<th>Work Phone#</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dependent’s Names</th>
<th>Gender</th>
<th>Date of Birth (month, date, year)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Roommate Information

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Student ID Number</th>
<th>Move In Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth</th>
<th>Phone#</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you resided in an LSU Residential Life community before?</th>
<th>Y/N</th>
<th>If so, where did you reside?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dependent’s Names</th>
<th>Gender</th>
<th>Date of Birth (month, date, year)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Occupancy Agreement

1. **Acceptance of Agreement.** Provide your signature and the date below in the designated blanks at the end of this Agreement. By signing this Agreement you are agreeing to the terms and
2. **LIVE-IN STAFF** Live-In Staff is defined as staff members required or allowed to reside within a designated on-campus apartment to facilitate access to the community. This includes graduate student staff members (Graduate Assistants, Graduate Residence Directors, and Residence Managers) and full-time staff members (Residence Life Coordinators, Faculty-in-Residence) who are required as a condition of employment and/or allowed as a benefit of employment to reside in a designated on-campus apartment (“Live-In Staff Member”).

3. **ROOMMATE.** One (1) additional adult occupant (“Roommate”) may move in at any time during Live-In Staff Member’s employment after successful completion of a background check upon demonstrating that Live-In Staff Member has complied with the procedures listed in paragraph 4 below. Roommate shall have no right to occupy, use, or access the premises. Under no circumstances may a Roommate be under the age of 18.

4. **CHILDREN.** Any person under the age of eighteen residing in the apartment must be the biological or adopted child, brother/sister, or legal dependent(s), i.e., persons under the legal custody and control of the staff member or the staff member’s spouse/roommate pursuant to the judgments or order of a court (guardianship), (“Minor Child”).

5. **PROCEDURE FOR REQUESTING ROOMMATE.** A Live-In Staff Member who wishes to share occupancy with a Roommate must first make his or her request known to the Executive Director of Residence Life & Housing, Director, and his or her immediate supervisor. Roommate may only move in after the Live-In Staff Member has properly informed his or her immediate supervisor, Director, and the Executive Director of Residence Life & Housing, both Live-In Staff Member and Roommate have agreed to and signed this Occupancy Agreement, and Roommate has successfully completed an LSU background check.

6. **PROCEDURE UPON TERMINATION OF ROOMMATE.** Live-In Staff Member must inform his or her immediate supervisor immediately when Roommate is asked to vacate and when he/she no longer resides in the apartment. Live-In Staff Members may terminate their relationship with Roommate at any time during their employment. Roommate must vacate the apartment upon the end of the staff-member’s employment with the Department of Residential Life or sooner as set forth herein.

7. **TERMINATION OF ROOMMATE OCCUPANCY.** Any Roommate residing in a Live-In Staff apartment does so at the will of Live-In Staff Member, the Department of Residential Life, and Louisiana State University. Live-In Staff Member, the Department of Residential Life (or any official acting on behalf of the Department), or Louisiana State University (or any official acting on behalf of the University) may demand that Roommate vacate the apartment at any time, for any reason, with or without cause. Should the Live-In Staff Member, the Department of Residential Life, or Louisiana State University demand that Roommate vacate the apartment, Roommate hereby agrees to immediately vacate the apartment without notice from the University.

8. **TERMINATION OF CONTRACT.** Neither Live-In Staff Member nor Roommate shall have any property interest in the apartment provided as a benefit or requirement of Live-In Staff Member’s employment. The apartment is provided subject to Live-In Staff Member’s continued employment. Should Live-In Staff Member’s employment status change, the Department of
Residential Life, or Louisiana State University may demand that Live-In Staff Member and/or Roommate vacate the apartment with or without cause, and may require Live-In Staff Member and/or Roommate to immediately vacate the premises without notice by changing the locks and/or access codes at any time or for any reason.

9. **LSU POLICIES.** Live-In Staff Member and Roommate agree to abide by all applicable state and federal laws and the policies and regulations of Louisiana State University and the Department of Residential Life. Any violation of the law or these policies and regulations may result in restrictions on apartment use at the sole discretion of the Department of Residential Life and Louisiana State University.

10. **INDEMNIFICATION BY ROOMMATE.** Roommate, individually and on behalf of any of his or her Minor Children, hereby agrees to indemnify and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for any and all personal injury and property damages sustained by or caused by Roommate or resulting from Roommate’s occupancy of an apartment or presence on or about University premises, regardless of any negligence on the part of Roommate, Live-in Staff Member, or another.

11. **INDEMNIFICATION BY LIVE-IN STAFF.** Live-In Staff Member, individually and on behalf of any of his or her Minor Children, hereby agrees to indemnify and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for any and all personal injury and property damages, sustained or caused by Live-In Staff Member or his or her Minor Children or resulting from the Live-In Staff Member or his or her Minor Child’s occupancy of an apartment or presence on or about University premises, regardless of any party’s negligence on the part of Roommate, Live-In Staff Member, or another.

12. **OCCUPANCY LIMITS.** Occupancy of the Live-In Staff apartment will be in accordance with fire code and cannot exceed the capacity allowed for the apartment.

13. **BACKGROUND CHECK.** Even if the Roommate and the Live-In Staff Member share a legal relationship, any Roommate must consent to a background check to assess the possibility of a criminal record. The cost of the background check(s) will be the responsibility of the Live-in Staff Member via payroll deduction, cash, check, or money order. Should the background check reveal any items of concern, LSU may deny occupancy to Roommate. Live-In Staff Member, in his or her capacity as the parent/guardian of any Minor Child, further consents to a background check of any Minor Children over the age of eleven (11). The background check must be successfully completed prior to the Roommate or Minor Child moving in.

14. **INTERFERENCE WITH DUTIES.** Under no circumstances may Roommate interfere with or disrupt the performance of the Live-In Staff Member’s duties and responsibilities.

15. **KEY POLICY.** Roommate and Live-In Staff Member must sign and abide by the Residential Life Key Policy:

   a. Live-In Staff Members and Roommate will each be issued one key to the apartment entrance.
   
   b. Roommate will be issued one access card, allowing access only into the building and front door (if applicable) to with the Live-In Staff Member resides.
c. Minor Children may be issued a key and/or access card, but if under 17 years of age, the keys and access card will be signed out by and accountable to the Live-in Staff Member.

16. ASSIGNMENT/SUBLEASE. Live-In Staff Members and Roommate are allowed to occupy an apartment within the residence hall system not necessarily a specific apartment or an apartment in a specific building no right or obligation under this agreement may be transferred or assigned. Department of Residential Life and Louisiana State University reserve the right to reassign the Live-In Staff Member and his or her Roommate to a different apartment or a different building at any time in its discretion. Live-In Staff Members may not charge rent or other fee to Roommate for occupancy of any the apartment provided by Louisiana State University.

17. LIABILITY FOR ROOMMATE. The Live-In Staff Member is ultimately responsible and liable to Louisiana State University for the acts, omissions, and behavior of his or her Roommate (including Minor Child) and any damages caused by his or her Roommate (including Minor Child). Roommate is not subject to guest check-in and escort policies. However, Minor Children should be supervised at all times. Further, any lost keys will be the responsibility of the Live-In Staff Member.

18. INTERVENTION. Disagreements between the Live-In Staff Member and his or her Roommate may be resolved in the sole discretion of the Department of Residential Life by requiring the Roommate to vacate the apartment.

My signature indicates that I have read, that I understand, and that I agree to the terms and conditions contained in the Live-In Staff Occupancy Policy and the Occupancy Agreement, and that I consent to LSU conducting a background check.

________________________________________  ______________________________________
Live-In Staff Member Signature & Date        Roommate Signature & Date