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Residential Life Professional Staff Partner Residency Policy

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Policy Timeline

Initial Effective Date: 7/1/2024

Frequency of Review:

☐ Semiannually (twice per year)

☐ Annually

☒ Biennially (every two years)

☐ Other: _____

Date(s) Revised:

Policy Overview

This policy aims to outline guidelines and procedures for UHSP Residential Life professional staff (Live-In Staff member) who wish to have their spouse/partner reside with them on campus. It ensures fairness, transparency, and compliance with relevant regulations while supporting the well-being and effectiveness of staff members in their roles.

Applies to: (examples—Faculty, Staff, Students, etc.)

This policy applies to all Residential Life professional staff members employed by the institution, including but not limited to area coordinators and other relevant personnel.

The policy does not apply to Residential Advisors, Graduate Assistants or other paraprofessional staff.

Policy Details

1. Eligibility:

- 1.1. The Live-In Staff member who are employed by the institution in a role that requires them to live on campus are eligible to apply for partner residency.
- 1.2. The term "partner" refers to an individual who is legally recognized as the staff member's spouse/partner. The spouse/partner must be eighteen (18) years of age

or older. The Live-In Staff member must provide proof of the relationship that includes at least two (2) of the following documents:

- 1.2.1. Marriage or Civil Union/Commitment Ceremony Certificate (or equivalent thereof).
 - 1.2.2. Wills or living wills naming each other as primary beneficiaries. (These must be mutual agreements).
 - 1.2.3. Life Insurance Policy, naming each other as primary beneficiaries or Power of Attorney, or Health Care Proxy naming one another as such. (These must be mutual agreements).
 - 1.2.4. Proof of joint bank account(s) in existence for a minimum of 6 (six) months.
 - 1.2.5. Proof of previous living arrangement with each other (signed lease/tenancy agreement or the equivalent thereof).
 - 1.2.6. Driver's License listing same address.
 - 1.2.7. Other factors may be considered by the Director, Student Engagement and Leadership.
- 1.3. Partners must comply with any communal living requirements such as immunizations, as well as criminal background checks and screening processes required by the institution for on-campus residency. Any cost associated with the additional documentation needed will be the responsibility of the Live-In Staff member.

2. Application Process:

- 2.1. Staff members interested in having their partners reside with them on campus must submit a formal application to Human Resources.
- 2.2. The application should include details such as the partner's name, relationship to the staff member, intended duration of residency, and required documentation any other pertinent information.
- 2.3. Applications must be submitted within a reasonable timeframe before the intended start date of residency, typically at least 30 days in advance.

3. Approval Process:

- 3.1. UHSP Residential Life and Human Resources staff will review each application on a case-by-case basis.
- 3.2. Factors considered during the approval process may include but are not limited to housing availability, staff member expectations, compliance with institutional policies, and the potential impact on the residential community.
- 3.3. Approval or denial of applications will be communicated to the staff member in writing, along with any conditions or requirements for residency.

4. Residency Conditions:

- 4.1. Partners residing on campus must adhere to all institutional policies, including those related to conduct, safety, and community standards.

- 4.2. Live-In Staff members are responsible for ensuring that their partners understand and comply with campus regulations.
- 4.3. The Live-In Staff member and approved partner understand that the University accepts no responsibility for damage to or theft of personal belongings/valuables for any reason. The Live-In Staff member is encouraged to purchase personal property or renter's insurance.
- 4.4. Any incidents or violations involving the partner may result in disciplinary action to the employee, up to and including eviction from campus housing and/or termination from employment.
- 4.5. No other campus privileges (e.g., fitness facility, discount programs, access to library resources, or other University resources, access to other buildings on campus) will accrue by virtue of this policy to the spouse/partner beyond permission to reside in the Live-In Staff members' apartment, and other privileges granted to spouses, if the partner is a spouse.
- 4.6. Live-in staff members and approved persons will abide by applicable University key and access control policies:
 - 4.6.1. Live-in staff members and approved persons will each be issued one key or access card to the apartment entrance.
 - 4.6.2. The key or access card will also provide access to the building entrance (if applicable) where each live-in staff member resides. Lost or damaged keys or access cards will be replaced. The cost will be billed to the live-in staff member (as determined by the University).
- 4.7. Neither live-in staff members nor approved persons may generate any income through any sublease or short-term rental of the apartment provided by the University. Live-in staff members and approved persons may not run any type of business out of the assigned apartment.
- 4.8. The live-in staff member or the University may demand that the partner vacate the apartment at any time, for any reason, with or without cause. Should this be the case, the approved person agrees to immediately vacate the apartment after receiving written notice from the University. All access/keys will be immediately returned/disabled.
- 4.9. Any disagreements between the live-in staff member and their approved person should be handled between those individuals. The University will not be held responsible for any actions that the live-in staff member or partner may commit or be involved in. Disagreements between the live-in staff member and the approved persons may cause the approved person to be removed from the live-in staff member's residence.
- 4.10. The approved partner may use Guest Wi-Fi and access public spaces on campus. The employee may purchase an additional parking pass for the partner if required.
- 4.11. At no time will the partner assume duties and responsibilities of the employee, lead or manage residence assistants (RAs), graduate assistants, or students since the partner is not an employee. The partner may not voluntarily complete duties and responsibilities that would otherwise be completed by paid staff, graduate assistants, RAs or students.

5. Duration of Partner Residency:

- 5.1. Partner residency is typically approved on a fiscal year basis (July 1 to June 30), renewable upon submission of a new housing agreement.
- 5.2. Staff members must inform the UHSP Residential Life and Human Resources staff of any changes to their partner's residency status, including departure from campus or changes in relationship status.

6. Termination of Partner Residency:

- 6.1. The institution reserves the right to terminate partner residency at any time, with or without cause, upon written notice to the staff member.
- 6.2. Reasons for termination may include but are not limited to employment termination, violation of institutional policies, change in relationship status or changes in housing availability.
- 6.3. The partner of the UHSP Residential Life professional staff does not have any rights to remain living on campus or keep access to campus if their residency is terminated.

7. Compliance:

- 7.1. All UHSP Residential Life professional staff members and their partners are expected to comply with the provisions outlined in this policy. Failure to do so may result in disciplinary action, up to and including termination of residency privileges.
- 7.2. Generally, the apartment is not considered a taxable benefit to the employee because the value of meals and lodging furnished by an employer to an employee, his spouse, or dependents for the employer's convenience is not includable in the employee's gross income if, in the case of meals, they are furnished on the employer's business premises and if, in the case of lodging, the employee is required to accept the lodging as a condition of employment.. However, under specific situations when a partner may not be a tax dependent or spouse, there may be consideration for part of the apartment as taxable. If it is determined that an individual living with a staff member in the University provided apartment does not qualify as a spouse or a dependent according to the IRC, a determination must be made as to the value of the non-excludable item (the apartment) being provided. In determining the fair market value of this particular item UHSP will use the "incremental employer cost method" according to the IRC Regulation Section 1.62-21. Because the additional cost to the University of allowing a partner to live with the staff member is negligible, the University has determined that the value of the apartment benefit to the partner is zero.

8. Review and Revision:

- 8.1. This policy will be periodically reviewed and revised as necessary to ensure its effectiveness and compliance with relevant laws and institutional standards. Any proposed changes will be communicated to affected staff members in a timely manner.

Responsibilities

<u>Position/Office/Department</u>	<u>Responsibility</u>
Human Resources and Campus Life	Jointly review applications for residency.
Human Resources	Get appropriate releases and process background check

Resources (required for any resource referred to in the policy)

UHSP Staff Partner Housing Request Form


UHSP Housing Agreement for Staff

Policy Contacts

<u>Name</u>	<u>Contact Information</u>
AVP, Human Resources	314-446-8308, daniel.bauer@uhsp.edu

POLICY APPROVALS


POC: ☒ Approved as to Form ☐ Not Approved

POC Chair Signature: 
Date: 6/11/2024 Daniel Bauer (Jul 2, 2024 10:05 PDT)

Policy Sponsor: ☒ Approved ☐ Not Approved

Signature: 
Date: 6/11/2024 Daniel Bauer (Jul 2, 2024 10:05 PDT)

President: ☐ Approved ☐ Not Approved

Signature: 
Date: Jul 3, 2024 Brian Seiz (Jul 3, 2024 09:54 CDT)

Board of Trustees: ☐ Approved ☐ Not Approved ☒ Not Applicable

Chair Signature:
Date:

UHSP Staff Partner Housing Request Form

UHSP Residential Life Professional staff may request to have their spouse/partner reside with them on campus. Complete this form to request a partner reside in campus residence in accordance with the Residential Life Professional Staff Partner Residency Policy.

Employee Name: _____

Partner name requesting residency: _____

The term "partner" refers to an individual who is legally recognized as the staff member's spouse/partner. The spouse/partner must be eighteen (18) years of age or older. The Live-In Staff member must provide proof of the relationship that includes at least two (2) of the following documents:

- Marriage or Civil Union/Commitment Ceremony Certificate (or equivalent thereof).
- Wills or living wills naming each other as primary beneficiaries. (These must be mutual agreements).
- Life Insurance Policy, naming each other as primary beneficiaries or Power of Attorney, or Health Care Proxy naming one another as such. (These must be mutual agreements).
- Proof of joint bank account(s) in existence for a minimum of 6 (six) months.
- Proof of previous living arrangement with each other (signed lease/tenancy agreement or the equivalent thereof).
- Driver's License listing same address.
- Other factors may be considered by the Director, Student Engagement and Leadership.

In addition, the partner will:

- Have to undergo a background check at the employee's expense prior to residence.
- Be required to sign the UHSP Housing Agreement for Staff with the employee

I have read, understand, and agree to abide by the provisions set forth in the Residential Life Handbook, this Housing Agreement, and Residential Life Professional Staff Partner Residence Policy. I understand that these policies/procedures will be reviewed annually and are subject to revision at the University's discretion. Staff will be notified of changes made to these policies/procedures.

Please submit this form, along with the documentation above for consideration for partner residency for the individual, to Human Resources.

Employee Signature

Date

UHSP Employee Housing Agreement

This Employee Housing Agreement (hereafter “Agreement”) is entered into between: _____ (hereafter “Employee”); and University of Health Sciences and Pharmacy in St. Louis (hereafter “University” or “UHSP”), for room and board services located at 1 Pharmacy Place, St. Louis, MO 63110 due to the Employee’s employment at UHSP in a role that requires living on campus. Due to the requirement to live on campus, Room, Board (meal plan) and parking covered by the agreement is part of the employee’s total compensation but is not considered to be taxable income. The University will regularly review tax rules related to tax exempt room and board for live-in positions and update the employee and Agreement as necessary. Should tax regulations change, and the cost of room and board be considered taxable income, the employee shall bear the tax liability for the income. In addition, the University will consider the position’s live-in requirement and other adjustments for subsequent housing agreement terms.

It is understood that this Agreement is for a license to use the apartment assigned to Employee during employment. The employee is granted the right to use the space and the services, benefits and privileges outlined, and is granted dining funds (“board”) and one parking space, due to their employment in a qualifying position at the University.

General Guidelines

1. The University reserves the right to assign, and reassign residence hall space whenever, in its discretion, is deemed necessary.
2. The employee and any authorized guests or approved partners are solely responsible for their personal property. The University shall accept no responsibility for theft, loss or damage to personal property of Employee and any approved partner from any cause whatsoever.
3. The employee and any approved partner agree to be jointly and severally liable and to indemnify and hold harmless the University for all personal injury and property damages resulting from the employee’s and approved partner’s occupancy and use of residence hall space provided by the University, regardless of either party’s negligence.
4. The Employee and approved partner are not required to provide a security deposit against damage to the assigned residence hall space, but they agree to reimburse the University for all damages to residence hall space, property, and furnishings caused by any act or neglect of Employee, any approved partner, visitor, or guest. The University reserves the right to inspect Employee’s and any approved partner’s assigned residence hall space, furnishings and appliances at times convenient to its staff, to enter for purposes of repair and maintenance, or to inspect for compliance with applicable laws, ordinances, rules and regulations. The University generally provides advance notice of regular inspections, routine maintenance, and repairs (except in emergencies). Additionally, the University reserves the right to inspect and enter a licensed residence hall space without notice, at any time, to ensure compliance with University policies and federal, state and local laws, ordinances, rules and/or regulations.
5. The University complies with the Fair Housing Act and does not discriminate or harass persons because of race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, or national origin. University policy prohibits pets in its residence hall. The University maintains a separate policy covering [Service and Emotional Support Animals](#).

6. Furniture provided by the University is required to stay in the room in which it is assigned. Requests to move furniture out of rooms may be denied and any Employee or approved partner found removing furniture from their assigned apartment may be charged a storage fee. Tampering with or removing smoke alarms, window safety stops and/or other life safety devices is strictly prohibited.
7. Employee and any approved Partner agree to abide by all regulations of the residence hall set forth in the Residential Life Handbook and to abide by the University's policies and rules published in employee handbooks, as currently written or as they shall be amended, at the University's sole discretion, in the future. Failure to abide by the rules, failure to observe all terms of this Agreement and/or to pay charges as defined herein shall, at the sole election of the University, be grounds for dismissal of Employee and/or removal of Employee and any approved partner from the residence hall and/or the University. Upon such dismissal, Employee and any approved partner shall vacate the residence hall and/or the University within 24 hours. Employee and any approved partner shall be jointly and severally liable and responsible for payment of any unpaid damages.
8. Employees and any approved partner residing in campus housing must receive all required doses of vaccines on the recommended schedule for other students residing in residence halls within 14 days in advance of moving into the residence hall, unless a medical or religious exemption is granted. A medical or religious exemption is allowed when an Employee or any approved partner has a qualified medical condition or religious belief that prevents them from receiving a vaccine. All exemption requests must be filed within 14 days in advance of moving into the residence halls and are subject to approval by the Human Resources department.
9. The residence period for new Employees and any approved partner begins on their first day of employment through June 30. An annual residence period term will start each July 1 and run through June 30 the following year, or the employee's separation date if sooner. The employee will review and re-acknowledge the terms before each term begins and re-sign the agreement to ensure all parties understand the terms. and ends on the final day of employment. Upon end of employment, Employee and any approved partner shall vacate the residence hall and/or the University within 24 hours of last day worked.
10. The assigned residence hall apartment is intended to be personal living quarters. The Employee may be allowed to work remotely from this location as other employees who qualify to work remotely. However, for non-remote work, the employee is expected to use their assigned office space.
11. The Employee acknowledges that the residence hall has regular periods where student occupancy begins and ends and services and access become restricted. Employees and any approved partner will be permitted to remain in their apartment during Labor Day, Fall Break and Thanksgiving Break, summer as well as periods where the Residence Halls will be officially closed such as winter and spring breaks.
12. The employee is provided meal points each fiscal year for use in on-campus dining. No off-campus dining funds are provided. While dining service is provided almost every day of the year, there are breaks and limitations in service:
 - a. Dining options and hours are subject to change for holidays and break periods between semesters, including Fall Break, Thanksgiving Break, Winter Break, Spring Break, and finals.
 - b. Full cafeteria service starts with dinner on the day classes begin for the fall semester. Service for the spring semester ends with lunch on the last day of finals. Food service re-opens the day summer classes begin for lunch service only Monday through Friday and ends the last day of summer session at lunch.

- c. Employees may pay the a la carte rate at the cashier.
 - d. Meal points are funded in lump sum July 1 and expire June 30. Unused meal points shall not carry over into the next year.
 - e. No cash refunds are issued for unused points. Board privileges may not be transferred.
 - f. There is no food service during designated vacation periods, including the summer, outside of the times previously stated.
13. The employee is issued one parking space from among those garages or lots that the University has access to. The employee is not charged for this parking since they are required to remain on campus for work. If the employee wants to purchase an additional parking space they may do so as other employees.
14. Employees and approved partners will abide by applicable University key policies:
- 1. Employees and approved partners will each be issued one key or access card to the apartment entrance.
 - 2. The key or access card will also provide access to the building entrance (if applicable) where each live-in staff member resides.
 - 3. Lost or damaged keys or access cards will be replaced. The cost will be billed to the live-in Employee.
15. Occupancy in each apartment and bedroom is determined by the University, and in no case will approval be given for occupancy that exceeds that determined level.
16. The Employee may request a partner be allowed to reside in the apartment in accordance with the Residential Life Professional Staff Residency Policy. Any approved person agrees to abide by all state and federal laws and policies of the University. Any violation of these laws and/or policies may result in immediate restriction and removal from the live-in staff member's apartment.
- a. Approved partners residing in a live-in staff member's apartment does so at the will of the live-in staff member and/or the University.
 - b. Under no circumstance may an approved person interfere with, or disrupt, the performance of the Employee's duties and responsibilities.
 - c. The employee or the University may demand that the partner vacate the apartment at any time, for any reason, with or without cause. Should this be the case, the approved person agrees to immediately vacate the apartment after receiving written notice from the University. All access/keys will be immediately returned/disabled.
 - d. An approved partner's access will be restricted to the residence, associated laundry facilities, and common/public areas on campus.
 - e. Should the employment status of the employee change, the University may demand that the employee and any approved partner vacate the apartment with or without cause and may require the live-in staff member and approved persons to immediately vacate the premises without notice by changing the locks and/or restricting access to the building and/or apartment.
 - f. Employees must inform their supervisor immediately when an approved partner no longer resides in the apartment/house. Employees may terminate their relationship with the approved

partner at any time during their employment. At that time, any approved person must vacate the apartment.

- g. Employee and approved partner are given permission to occupy an apartment within campus residence halls, and not necessarily within a specific building. No provision of this agreement may be transferred or assigned to another person. The University reserves the right to reassign the employee and their approved persons to a different apartment, building at any time.
- h. While all campus housing and buildings are generally ADA compliant, the University is not responsible for modifications needed to accommodate an approved partner's disability.
- i. Neither employees nor approved partners may generate any income through any sublease or short-term rental of the apartment provided by the University. Employees and approved persons may not run any type of business out of the assigned apartment.
- j. Any disagreements between the employee and their approved partner should be handled between those individuals. The University will not be held responsible for any actions that the employee or approved partner may commit or be involved in. Disagreements between the Employee and the approved partner may cause the approved person to be removed from the Employee's apartment.
- k. Ultimately, the approved partner is the responsibility of the Employee and will be liable to the University for the acts, omissions, and behavior of their approved person and any damages caused by the approved partner. The Employee and the approved partner are not subjected to guest check-in and escort policy.

Statement of Agreement:

Please complete the following and submit it to Human Resources.

I have read, understand, and agree to abide by the provisions set forth in the Residential Life Handbook, this Housing Agreement, and Residential Life Professional Staff Partner Residence Policy. I understand that these policies/procedures will be reviewed annually and is subject to revision at the University's discretion. Staff will be notified of changes made to these policies/procedures.

Employee name: _____

Employee signature

Date

Live-in partner Name

Live-in approved partner signature

Date

Approved partner email address

Contact Number