

UNIVERSITY of
HOUSTON

STUDENT AFFAIRS & ENROLLMENT SERVICES
Student Housing & Residential Life

Faculty-In-Residence Contract and License Agreement

THIS FACULTY-IN-RESIDENCE CONTRACT AND LICENSE AGREEMENT (this “Agreement”) dated _____, 20__ for academic year _____ (the “Academic Year”) is entered into between the University of Houston (the “University”) and the undersigned, hereinafter called “Licensee”.

BACKGROUND

The Faculty-in-Residence (“FIR”) Program is a collaboration between the University’s Academic Affairs and Student Affairs that strengthens the connection between student residents’ academic and residential learning experiences (the “Faculty-in-Residence Program”). An essential and fundamental part of the Faculty-in-Residence Program is for live-in faculty from an array of disciplines/fields to work closely with Student Housing and Residential Life (“SHRL”) Residential Life Coordinators and resident advisors to provide residents with a variety of educational programs. In addition, the FIR contributes to the life of the community by bringing professors and academic deans into the residence halls to give lectures or simply share a meal with residents. The FIR will reside in a University apartment as a licensee, and such residency is only a license to occupy and use the University’s apartment for such limited purposes described in this Agreement and is not a lease of the University’s property. Accordingly, the FIR, as the undersigned Licensee, agrees to be subject to the terms and conditions set forth in this Agreement.

AGREEMENT

I. FIR Requirements

A. Licensee shall satisfy the following requirements (the “FIR Requirements”) as a part of the Faculty-in-Residence Program:

- Full-time faculty member with the University and on active status at the University.
- Complete a yearly contract with University SHRL staff.
- Complete a yearly evaluation with the SHRL Residential Life Coordinator of Licensee’s respective residence hall.
- Maintain the University apartment as Licensee’s primary residence.
- Maintain a minimum of three (3) office hours a week for the residents of Licensee’s assigned residence hall.
- Conduct (or co-sponsor) one monthly program within Licensee’s assigned residence hall.
- Meet with the SHRL Residential Life Coordinator monthly.
- Meet with the SHRL Residential Life Coordinator in December and May to evaluate the semester.
- Attend special events (as requested) that relate to the Division of Student Affairs and Enrollment Services (DSAES) or SHRL (e.g., interacting with students and parents during fall move-in).

B. In addition to the FIR Requirements, Licensee shall select **one** of the following electives as a part of the Faculty-in-Residence Program:

- ___ Attend Tuesday night Residence Hall Association (“RHA”) meetings/events (at least one meeting per month).
- ___ Sponsor at least one monthly informal activity (e.g., dinner, study break, off-campus excursion).
- ___ Recruit faculty members to attend an SHRL program (one per month).
- ___ Serve as a theme housing wing/floor advisor.
- ___ Other (to be negotiated with Licensee’s respective SHRL Residential Life Coordinator in August).

II. Compensation

A. As compensation for the Licensee satisfying the FIR Requirements, the University shall compensate the Licensee by providing:

- (1) Housing in a University apartment (water and utilities paid by SHRL);
- (2) Apartment furniture for the University apartment (if requested); and
- (3) University meal plan.
- (4) Option to request reimbursement for the difference of the reserved parking and faculty/staff (F/S) parking prices, if a reserved space is available, for the academic year due to the position’s requirement to live on campus.

B. Licensee understands that housing and other amenities provided as a result of the Faculty-in-Residence Program may be considered “income” by the Internal Revenue Service, and are therefore taxable. Licensee shall assume full responsibility for exploring and accepting any tax consequences of participation in the Faculty-in-Residence Program.

III. Term

A. This Agreement is for the Academic Year and is renewable at the discretion of the University.

B. Unless this Agreement is renewed upon a written request for an extension submitted by Licensee to the SHRL Executive Director and approved, Licensee must vacate the University apartment within thirty (30) days of the conclusion of the Academic Year.

C. If Licensee’s status as an FIR should be terminated for failure to comply with the terms of this Agreement, Licensee shall be given seven (7) calendar days to vacate the house; *provided, however*, the foregoing vacation for termination time period shall not apply to the time period related to termination for nonrenewal of this Agreement.

D. Upon expiration or termination of this Agreement, Licensee is responsible for removing from the building and premises all personal property. Property, which is not removed at the time of departure, will be considered abandoned and will be removed by the University at Licensee’s expense. Licensee will be given the opportunity to claim his/her belongings within a thirty (30) day period. After the thirty (30) day period, these items will be disposed of by SHRL.

IV. Occupancy Terms

A. Other than the Licensee’s spouse/partner or dependents that he/she intends to have reside in the University apartment, no other person(s) shall have residency in the University apartment unless approved in writing by the University.

Licensee hereby acknowledges and agrees that his/her status in the University apartment shall continue to be as a licensee and shall not be construed to grant to Licensee a lease or any other interest in the University's property.

- B. University reserves the right to collect charges for:
- i. Damages to room, furnishings, and/or the building;
 - ii. Unauthorized use of room, furnishings, and /or building;
 - iii. Alterations of any room, furnishings, and/or building facilities;
 - iv. Special cleaning necessitated by improper or unreasonable care of room, furnishings, and/or building; and
 - v. To cancel the Agreement for outstanding debts to University.

C. Licensee agrees, as a condition of this Agreement, to comply with all University and Student Housing rules, regulations, policies and procedural information, incorporated herein by reference to the "University of Houston Handbook", the "Faculty Handbook", and "Housing Guide" and available on the Student Housing and Residential Life web site, which are now in effect or that are amended, or enacted during the term of this Agreement.

D. The University shall not be responsible for any losses or damages regarding any and all personal property of Licensee, regardless of the cause(s) of said losses or damages. It is strongly suggested that Licensee carries renters insurance or other applicable insurance to cover any loss or damage to personal property.

E. University shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, acts of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or any similar matters. Licensee shall indemnify, defend, and hold University harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorney's fees) arising from (a) any injury to person or damage to property caused by any act, omission, or neglect of Licensee, Licensee's agents, or invitees, (b) Licensee's use of the facilities under this Agreement, (c) any activity, work, or thing done, permitted or suffered by Licensee under this Agreement, or (d) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement.

V. Miscellaneous

- A. This Agreement is not transferable.
- B. Neither lease nor any other interest in real property is created by this Agreement.
- C. Licensee shall not sublet the University apartment to which he/she is assigned.
- D. The University reserves the right to change the FIR Requirements as may become necessary for the benefit of the Faculty-in-Residence Program.
- E. Licensee is responsible for any furniture assigned to the University apartment at the time of Licensee's acceptance of the apartment. The furniture in the University apartment shall not be removed from the apartment.

F. Licensee shall not make any alterations to the University apartment without prior written approval from the University.

G. Licensee shall administer the budget for programming and food, which will be in an amount up to \$500 per academic year.

By signing below, I acknowledge that I understand and agree to all items outlined in this Agreement.

I, the undersigned, accept and agree to the terms and conditions above and will, during my academic year(s) of employment, do my best to fulfill the expectations of the Faculty-in-Residence Program.

LICENSEE:

Faculty Member Signature/Date

Faculty Member Name (please print)

Confirmed and Agreed to by:

Residential Life Coordinator Signature/Date

Residential Life Coordinator Name (please print)

Assistant Director Signature/Date

Assistant Director Name (please print)

Executive Director Signature/Date

Executive Director Name (please print)

Note: Modification of this Form requires the approval of OGC