

CENTRAL CONSOLIDATED SCHOOL DISTRICT STAFF HOUSING HANDBOOK

Providing housing for staff members is not normally within the scope of operation of a public school, but the limited housing that is available within the area of the school district for private rental or purchase creates a necessity for such a service.

Reasonable rates shall be charged for housing and every effort shall be made to ensure that the housing program is self-sufficient and that funds normally available for the instructional program are not diminished by the operation of the housing program.

Employment with the district shall not be construed to provide any guarantee of housing. The assignment and rental of district housing shall be separate from the employee's contract for employment. The assignment of housing shall be based upon the needs of the district to obtain the best-qualified persons possible for any position.

The Superintendent or Housing Supervisor is in charge of ensuring that appropriate procedures and regulations to govern the conduct and operation of the staff-housing program are developed, implemented and regularly reviewed.

The Board delegates the responsibility to enter into and sign lease agreements to the Superintendent. The Superintendent may delegate this responsibility to a Housing Supervisor. Final decisions and evictions must be approved by the Superintendent.

Housing for Professional/Support Staff Members

Purpose of District Housing

The purpose of district housing is to offer an added incentive to certified employees to teach/administer in the district. CCSD housing is intended to support those teachers that teach on the Navajo Reservation schools.

In the event that certified staff does not use the entire available rental units, twelve (12) month support staff and contractors may be allowed to rent the units.

General

The privilege of renting district housing and the lease contract are separate from the employee's employment contract and associated rights or responsibilities of employment. For the purpose of this policy, District housing is defined as dwellings, trailers, and grounds leased and/or rented by the District. District-owned housing, which includes ground owned and rented by the District, may be rented only to District employees.

It is a belief that a strong student teacher/intern program will benefit the District. With this in mind and whenever possible, student teachers/interns will be provided a unit while they are serving their internship in the District if a vacant unit is available. The rental fee and security deposit will be the same as for regular tenants. Certified employees and support staff will be given preference.

Definitions

Superintendent. Superintendent is charged with performing the administrative functions for the management of the teacherage.

Housing Supervisor. Individual assigned by the Superintendent who is charged with performing the administrative functions for the management of the teacherage.

Immediate family. Husband, wife, immediate minor child(ren), and/or legal dependents.

District. The Central Consolidated School District.

Certified personnel. Persons holding positions that require a license to teach from the NM Public Education Department, excluding substitute teacher license and EA licensure

Degreed noncertified personnel. A person holding at least a four (4)-year degree from an accredited institution of higher learning and the degree is required for the position they hold but a teaching certificate is not required.

Support personnel. Other employed staff members by the district.

Sublet. Allowing individuals not listed on the lease agreement to live in a leased unit in the absence of the tenant.

Tenant. A tenant is one who rents or leases school housing from Central Consolidated Schools.

Contractor. Outsource service providers.

Approval. All approvals shall be in writing.

Housing Unit. The interior and exterior, including yard/fence and adjacent sidewalk, of the house, apartment or trailer assigned to the tenant.

Premises. The housing unit to which the tenant has been assigned, and all District housing common areas.

The District's Obligations

The District will maintain the housing premises in a reasonably safe and sanitary condition. The District will comply with the requirements of local building codes affecting health and safety. The District will make the necessary repairs, alterations, and improvements to the premises necessitated by normal wear and tear. The District will maintain all housing units in compliance with state and local codes for electrical, plumbing, sanitation, heating and ventilation. District owned appliances, storage sheds, laundry rooms and other buildings related to housing will be inspected and maintained in good working order.

The District maintenance workers will maintain vacant housing and grounds on a limited basis until a new tenant has moved in. Tenants who plan to return to the District but who do not occupy the premises during the summer are required to make rental payments during the summer, and make arrangements for the care and upkeep of their residence and yard.

Inspection, Maintenance, and Repair

The tenant shall inspect the premises utilizing a written checklist form. The inspection will indicate the condition of the premises and the appliances therein. Both the tenant and the Housing Supervisor shall sign the checklist form. A grace period of seven calendar days will be allowed for the discovery of any additional problems.

A representative from the Housing Department and the tenant will inspect each housing unit at least once each year. Additional inspections may occur more often if the District office suspects that the tenant has damaged the unit or failed to properly maintain the unit. A maintenance record will be kept on file in the administration office. Work orders, noting repairs to be made, shall be filed with the Housing Supervisor. All requests for maintenance will be prioritized based on the seriousness and emergency status of such requests. Maintenance will respond within five (5) working days to any non-emergency request. Emergency requests, such as gas, water and electrical problems, will be handled promptly. The maintenance Area Foreman will provide the Housing Supervisor with reports documenting repairs requested and the timely completion of the request.

Maintenance personnel shall have the right to enter the tenant's dwelling at any time without prior notice when there is reasonable cause to believe that an emergency exists. The maintenance personnel will clean the area after their work is completed and will leave

a written report of the staff members involved, the time and the work that was performed on the housing unit. Upon leaving the dwelling the maintenance personnel will make sure

all doors and windows are locked and the residence is secure from outside unauthorized entry.

It is highly recommended that tenant (s) carry individual personal property and liability insurance. **The district is not liable** for loss or damage to personal property, or for injuries sustained by any person as a result of the tenant's act or omissions, negligence, or otherwise, including injuries and damages caused by the tenant's pets.

Tenant Obligations

The tenant(s) will agree:

- Not to sublet any dwelling/house or rental space for any reason whatsoever. Individuals violating this policy will have their privileges of housing or rental space immediately revoked.
- They are responsible for damages to the housing unit. If maintenance or repairs are made necessary by reason of damages intentionally or negligently caused by the tenant or the tenant's family or guests, then the reasonable cost of such maintenance shall be charged to the tenant. The tenant must pay for these repairs on an approved schedule arrived at by the Housing Supervisor and Area Foreman, and shall consent to have all damages paid in full before the tenant receives a final paycheck from the District.
- Not to use or permit the use of the dwelling for any purpose other than as a private dwelling used solely for the tenant and the tenant's immediate family (parents, children, and spouse). Guests may not visit for periods longer than two (2) weeks without prior approval from the Superintendent or Housing Supervisor.
- Not haul or allow water to be hauled off of school property for domestic stock or to supplement other residents not associated with school housing. Water usage is for domestic purposes only.
- Not to park vehicles in areas other than established parking spaces. Vehicles non-registered, abandoned or unauthorized shall be removed at the tenant's expense. Only primary passenger vehicles will be allowed to be parked at the housing area. All other vehicles in state of disrepair may not be parked at the housing area.

- Their guests shall observe the posted speed limit in the housing area. The speed limit applies to all vehicles including ATV's, motorcycles and four-wheelers.
- Not to keep on the grounds objects of any kind that are unsightly or hazardous to neighbors and/or children. Also, no objects are to obstruct alleys or other access areas for emergency and maintenance vehicles.
- To maintain the housing premises, inside and outside areas that are assigned to them in a well-kept, orderly manner. The tenant is required to keep the sidewalks adjoining the premises clear of weeds and other debris that could lead to injuries to the tenant or visitors in the area.
- To return the checklist form to the District office within 14 days of move in.
- To use all electrical, plumbing, sanitation, heating, and other facilities in a safe and reasonable manner and will make every effort to practice conservation in the use of water and other utilities.
- To be considerate of neighbors by keeping noise at a reasonable level at all times. Radios, stereos, and television sets are not to be operated in a manner that would disturb a neighbor. Noise is to be kept to a minimum between the hours of 10:00 pm and 7:00 am.
- Tenant specifically agrees to abide by applicable federal, state, tribal laws which prohibit the use of or illegal possessions of assault weapons or firearms. Tenants are not to discharge firearms or weapons of any nature, including B-B guns and pellet guns in the housing area or on the reservation.
- To make arrangements for proper adult supervision of minor children, if any, at all times. At no time should children to be left unsupervised overnight. Known violations will be reported to the Police Department or Social Services for investigation.
- That all pets must be approved by the Housing Supervisor.
- To keep pets confined within a fence or tied up at all times. Tenants are required to comply with Navajo Nation's regulations and the laws of the state of New Mexico pertaining to animals. All pets (dogs/cats) are to have rabies shots, be tagged and collared, and not create a health hazard or dangerous environment. Records of shots are to be filed with the Housing Supervisor at the District office. Once records are on file with the Housing Supervisor, the tenant will receive authorization to keep a pet on the premises. Animals proven to be dangerous or repeated nuisances shall not be allowed, and all such animals will be reported to the Navajo Nation Animal

Control Office, resulting in possible removal of such animals. Damages and injuries caused by animals will be the tenant's responsibility. Pets are limited to a total of three (3) animals (dog or cat). A monthly fee of thirty five dollars (\$35) per pet, per month will be charged.

- Not to construct or have corrals and/or pens within the housing area. Likewise, there are to be no farm animals kept on the housing premises. Tenants shall not store hay or feed in the housing area.
- To abide by all provisions of the lease, this housing policy, District policy, and applicable state, tribal, and federal laws, regulations, rules, and ordinances. Tenant specifically agrees to abide by applicable laws which prohibit the use, possession or sale of alcohol, drugs, or other controlled substances. Failure to do so may result in loss of housing privileges, removal from the unit and/or additional charges for maintenance and repair. Failure to comply with applicable law concerning illegal drugs and alcohol may also subject the tenant to criminal reporting, arrest, and prosecution for violation of applicable laws concerning use, possession, or sale of drugs or alcohol on school property and within the Navajo Nation.
- Not to make any additions, alterations and improvements unless prior written approval is obtained from the Housing Supervisor. Any alterations, additions (ceiling fans) and/or removal of permanent structures, whether interior or exterior that do not have the approval of the Housing Supervisor, may lead to the billing of the tenant for labor and materials to return the structure to its original state. All add-on items and improvements become part of the permanent structure and shall become District Property. Tenants shall not remove any property improvements when vacating the premises.
- Not to operate any small business while occupying district housing on school premises.

Rental Payments, Transfer Fees, and Deposits

Monthly rental rates should be reviewed annually by the Superintendent. Rate changes shall be approved by the Board.

Upon signing the lease, the tenant shall make a one-time refundable security deposit of five hundred (\$500), which will act as security against damages, major cleaning, and/or lack of adequate notification prior to vacating the premises.

Keys

Each tenant will be issued two (2) keys for the rental unit. Additional keys can be purchased at the administration office.

A fee of fifteen dollars (\$15) per key will be charged for additional keys and (\$50) for any replacement keys. If a tenant should be locked out of his/her home and it requires the service of maintenance or security for entry, the charges are as follows: Locked Out= \$15.00 Plus Overtime for maintenance personnel (overtime charges range from \$25.00 to \$50.00 per hour) . The second incident will require the payment of fifty-dollar (50.00) "lock-out" fee. For each subsequent "lock-out" the charge will be raised by ten dollars (\$10) to a maximum of one hundred dollars (\$100.00).

Utilities, Telephone and Cable Services

The District provides water, sewer, electricity and gas, without additional charges. Garbage Dumpsters are the responsibility of the tenant in assigned units and are added to the rental amount; tenant will complete utility change form and returned to the District office. The tenant is responsible for the cost of having a telephone installed and the cost of the service. Satellite dishes and their installation charge must be fully covered by the tenant.

Criminal History

Background checks will be conducted for individuals applying to rent school housing and any individual 18 years or older who will be living with tenant. Eligibility for housing for any adult who has been convicted of a crime listed under New Mexico Statues within five (5) years will be determined in the sole discretion of the Superintendent. Exceptions allowing eligibility for individuals with such a criminal history will be extremely rare and limited to cases of extreme hardship or other extraordinary circumstances. Forms and release of information authorization are available at the District office. Applicants for housing are responsible for the fees required to complete a background check. A tenant's criminal history shall be updated upon receipt of information creating a reasonable suspicion of recent criminal behavior on the part of a tenant/occupant which would be listed under New Mexico statues.

Admission/Eligibility

The assignment of housing shall be based upon the needs of the district to obtain the best-qualified persons possible for any position.

Housing Reassignment

If the District does not have housing available within the guidelines for the initial placement of the employee, the District may assign the employee a larger or smaller unit

than what the employee would otherwise qualify for in the initial placement. The employee may be put on a request list until a housing unit becomes available.

Request for Reassignment

It is often difficult to make transfers once the original assignment has been made; however, transfers are permitted. District certified and support staff may submit requests to the Housing Supervisor. A \$100.00 transfer fee will be assessed for all approved transfers. This transfer fee can be waived at the Superintendent's discretion.

Occupying Housing

Prior to tenant move-in, Maintenance shall (1) complete necessary repairs and cleaning (including carpeting) and (2) complete the District checklist.

Each tenant shall:

- Submit a housing application to the Superintendent or Housing Supervisor within five (5) working days of employment.
- Sign a payroll deduction authorization form for rent and the refundable housing deposit.
- Sign a lease agreement prior to moving into District housing.
- Review and submit the inspection checklist to the District office within fourteen (14) calendar days.
- Establish a utility account with the proper utility entities.

Vacating District Housing

- The tenant will provide at least fifteen (15) calendar days' written notice that the tenant intends to vacate the unit.
- District housing leases are typically valid through June 30 of each school year; however, the District reserves the right to terminate any lease agreement with a thirty (30) days written notice. In the event that the employee shall voluntarily resign, or the contract of employment terminated before the end of the school year, the tenant shall vacate the housing unit thirty (30) days after the day of resignation or termination or non-renewal of contract. This includes removal of all private property.

Upon vacating the housing unit, the tenant shall make an appointment with the General Maintenance Housing Person or the Maintenance/Housing/Warehouse/Custodian Supervisor to complete a check-out of the housing unit. Keys shall be returned at the time of vacating the unit. If a tenant fails to check-out or fails to return all keys to the District, a fee will be assessed against the security deposit.

Upon vacating the unit, the tenant is expected to return the unit, including outside areas, as nearly as possible to its condition when received, except for permanent improvements approved by maintenance. Failure to do so may result in damage charges to the tenant.

Failure to leave the unit clean and in good condition, normal wear and tear excepted, will result in a loss of all or parts of the security deposit and possible additional charges for the reasonable costs of repairing damages.

Anyone who is absent from housing on a temporary basis (vacation, holidays, etc.) is responsible to make arrangements for the care and upkeep of premises.

Termination of Lease Agreement and/or Eviction

Tenants should keep in mind that employment by the District and the signing of a contract does not grant the employee the right to school housing. Failure to abide by the lease and District regulations shall make the tenant subject to the termination of the lease agreement upon fifteen (15) days written notice.

A tenant's lease agreement will be terminated if the tenant, including spouse or dependents, engages in any of the following activities:

- Unlawful activities.
- Disorderly conduct which may be hazardous to health or safety.
- Disturbance to the neighborhood.
- Substantial or flagrant violation of housing policies and regulations.
- Failure to pay rent.
- Failure to pay charges for repair of damages.
- Termination or non-renewal of contract.
- Resignation from the district.

Eviction may be carried out after persistent efforts have been made to remedy major or repeated violations of the housing policy.

Procedures for eviction are as follows:

) While it is not the District's desire to evict a tenant, an effort will be made to gain compliance from the tenant with the housing lease agreement and the housing policy. Once it is determined by the Superintendent or Housing Supervisor that the tenant will not comply with the lease agreement and the housing policy, termination of the agreement and eviction will precede as follows:

Housing Supervisor will review the violations of the housing agreement and housing policies. The Housing Supervisor may meet with the tenant and request compliance with the housing policy. A brief trial extension may be granted by the Superintendent if it determines that the tenant has agreed to comply.

Housing Supervisor determines that the tenant has breached the lease agreement, or after the expiration the brief trial extension in which the tenant failed to remedy the breach of the agreement, the Superintendent will issue a notice of material non-compliance with the lease agreement. Such notice will specify the act and omissions constituting the breach of the agreement and will be hand-delivered or sent to the tenant by certified mail. The lease agreement will terminate within the time frame set forth in statute depending upon the nature of the breach of the agreement.

) Any tenant or employee evicted from housing will not be eligible for any housing in the District in the future. A list of ineligible tenants will be maintained by the Superintendent or Housing Supervisor.

Funding

All income from the rental or lease of District housing will be placed in a separate District account in accordance with New Mexico Statutes and the Uniform Chart of Accounts (UCOA). The District may budget from this account the following:

- An approved maintenance and repair budget
- Summer temporary help.
- Miscellaneous charges such as District-paid utilities.
- Debt service related to teacherage.
- Purchase of houses, including mobile or modular housing, to be used exclusively as teacherage.
- Other costs approved by the Board.

- Monies in the permanent teacherage fund are not subject to reversion.

TEACHERAGE BENEFIT

All Staff living in district housing should be aware of the requirement that additional taxes must be paid by each renter for the Housing Benefit portion of living in District Housing.

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The Teacherage Benefit amount is included as part of your earnings and the FICA : Medicare and Social Security Taxes reflects as a slight increase. In the deductions section, you will see the same exact amount for Teacherage/Rent being deducted as the Employer paid portion.

The set amount will be \$150 per payroll; if rent is split between employees then the set amount will be divided evenly.

POP – UP SENT JANUARY 2014

Effective January 10, 2014, the Teacherage/Rent will now be included on every payroll beginning with the first payroll of the 2014 year. It is included as part of your Earnings and the FICA-Medicare and FICA-Social Security taxes will also reflect this increase.

In the deductions section, you will see the same exact amount for Teacherage/Rent being deducted as the Employer Paid portion. This will eliminate the Extra-FICA Medicare and Extra-FICA Social Security taxes you have previously seen at the end of each quarter.

Social Security : $\$150 * 6.2\% = \9.30 approx

Medicare : $\$150 * 1.45\% = \2.18 approx