

HOUSING POLICY

Ganado Unified School District

1. Definitions

- 1.1. "Housing Unit" means the interior and exterior, including the yard and adjacent sidewalks, of the house, apartment or trailer assigned to the Tenant.
- 1.2. "Premises" means the Housing Unit to which Tenant has been assigned, and all District housing common areas.

2. Housing Committee

2.1. The Housing Committee will be formed annually. The Housing Maintenance Supervisor or designee will be the Chairperson of the committee. The Housing Committee will be composed of the following members:

- Housing Maintenance Supervisor
- One member of the Leadership Team
- One Certified Employee who lives in District housing
- One Classified Staff Member
- One member of the Housing Maintenance Staff

2.2. Each represented group will choose its own representative.

2.3. The Housing Committee will advise the Superintendent and Governing Board on all matters related to housing. The committee will conduct regular monthly meetings on such dates and at such times as agreed upon by the members.

2.4. Special Housing Committee meetings will be called as necessary by the Housing Maintenance Supervisor.

3. Housing Application Criteria

- 3.1. Submit housing application
- 3.2. Submit letter requesting housing
- 3.3. Copy of current contract indicating full-time employment
- 3.4. Copy of consultant contract/agreement (if applicable)

4. Housing Assignments

- 4.1. Employees will submit written requests for housing assignments for the upcoming school year no later than April 30th.
- 4.2. Housing assignments for classified staff will not be approved while certified vacancies exist.
- 4.3. The Housing Maintenance Supervisor will make recommendations to the Housing Committee for assignment based upon the following order:
 - 4.3.1. Position
 - Core Administrators: Superintendent, Principals, Assistant Principals, Director of Business Services
 - Certified Administrators not listed in 4.3.A.1
 - Certified Staff
 - Classified Supervisors
 - Classified Staff
 - 4.3.2. Family Size
 - 4.3.3. Length of time in current housing unit
 - 4.3.4. Number of years employed with the District
- 4.4. The Housing Committee will assign housing units based upon the criteria listed in the Section 4.3. The Housing Committee may also consider special circumstances. However, the Housing Committee will make housing assignments in the best interest of the District, taking into account the need to recruit faculty and administrators, as well as other factors affecting the District.
- 4.5. The Housing Committee may make changes to housing assignments at any time, subject to thirty (30) days' written notice to the tenant. For example, the Housing Committee may move an employee to a smaller Housing Unit based on changed family circumstances or the need for another family to occupy a housing unit of a particular size.
- 4.6. Housing will be provided to as many employees as possible, but housing units are limited. Employees may be denied District housing or removed from District housing as the needs of the District dictate, in accordance with the assignment policy set forth in this section.

- 4.7. When no housing is available for a certified position, classified staff residents may be given a two weeks' notice to vacate their housing unit. The order to vacate housing will be handled in the reverse order used to make assignments (refer to 4.3).
 - 4.8. Applications for classified staff will be kept on file for one (1) school year. If the classified staff member is not assigned to a housing unit during the school year, he/she will need to submit another application for the following school year.
5. Appeal of Housing Committee's Decision
 - 5.1. A tenant or prospective tenant may appeal the decision of the Housing Committee to the Superintendent. The Superintendent's decision will be final.
6. Rental Rates/Fees
 - 6.1. Rental rates will be determined annually in accordance with IRS approved standards and requirements.
 - 6.2. Rent will be deducted from the tenant's bi-weekly payroll. One-half of the monthly rental amount will be deducted from the employee's pay issued in the first pay period of the month. One-half of the monthly rental amount will be deducted from employee's pay issued in the second pay period of the month. During months in which there are three pay periods, no rent will be deducted from the employee's pay issued in the third pay period of the month.
7. Occupying Housing
 - 7.1. New Tenants
 - 7.1.1. Each tenant must sign a District Housing Rental Agreement prior to taking possession of the Housing Unit. If the tenant does not sign a new lease within five (5) working days of notification of the new assignment, the District may exercise the right to reassign housing. (Special circumstances will be considered on an individual basis.)
 - 7.1.2. Tenants will make a deposit by money order to the Business Office in the amount equivalent to two months' rent. The deposit will be returned to the tenant when the premises are vacated, provided that the unit is cleaned to the satisfaction of the District and undamaged, with exception of normal wear.
 - 7.1.3. The District Housing Inspection Form and the Housing Policy Manual will be given to the tenant no later than five (5) working days after the move-in date, earlier if possible. The inspection form will be verified by maintenance staff. Any corrections to the housing inspection form must be

made writing by the tenant within five (5) working days of receipt of the inspection form.

7.2. Current Tenants

- 7.2.1. Tenants must submit Housing Request and Transfer Form to the Housing Maintenance Supervisor's office.
- 7.2.2. The Housing Maintenance Supervisor will determine whether housing is available using the criteria described in the Section 4.3.
- 7.2.3. The District will notify the tenant of a new housing assignment within two (2) business days of the decision.
- 7.2.4. When the requested transfer is approved, the tenant will follow the procedures outlined in Section 7.1. A tenant who is relocating will have three (3) working days to move into a new housing and to vacate previous housing.
- 7.2.5. All applicable refunds regarding the tenant's present residence will be made after the premises have been vacated by the tenant and inspected by the Housing Maintenance Personnel.

7.3. Charges

- 7.3.1. The District may change the rental rates from year to year by action of the Governing Board. Any changes will be adopted prior to the time the District offers employment contracts for the following year.
- 7.3.2. The payment of rent will be made by payroll deduction during the school year, as described in the lease agreement. For the month of June, July, and August, payment of rent to the District's Business Office is the tenant's responsibility. Rent for these months will be paid monthly in advance by money order or, if authorized in writing, by the tenant in one lump sum from the last pay check in May.
- 7.3.3. A fee of \$35.00 per key will be charged for lost keys. Tenants may not have keys to District housing duplicated by anyone other than the District.
- 7.3.4. A fee of \$20.00 will be charged for each occurrence when a tenant requests key services such as unlocking doors.

8. Termination of District Housing Rental Agreements

- 8.1. Either party may terminate the District Housing Rental Agreement without cause upon thirty (30) days' notice to the other party. Failure by the tenant to provide such written notice will result in forfeiture of the tenant's deposit.

8.2. Breach of Contract

8.2.1. If there is a breach of the District Housing Rental Agreement or violation of the District Housing Policy or District Housing Rules and Regulations, the Housing Maintenance Supervisor will deliver a written notice to the tenant specifying the acts and omissions constituting the breach or violation. If the violation, act or omission is not remedied within 10 calendar days after receipt of the notice, the District Housing Rental Agreement will terminate.

8.2.2. If the breach or violation is one that cannot reasonably be remedied within ten (10) calendar days, the Housing Maintenance Supervisor may extend the time to remediate the breach or violation. The agreement to extend the remediation time must be in writing, signed by the tenant and Housing Maintenance Supervisor, and set forth the terms of the agreement and necessary steps for remediation. Failure to comply with the terms of the extended remediation period by the agreed upon due date will result in termination of the Housing Rental Agreement.

8.3. If there is a breach of the terms of the District Housing Rental Agreement, that, in the judgment of the Housing Maintenance Supervisor, is both material and irreparable, such as discharge of a weapon, infliction of serious bodily harm by the tenant or by guests of the tenant, possession of illegal drugs, or the commission of a crime, the Housing Maintenance Supervisor will deliver a written notice for immediate termination of the District Housing Rental Agreement, including an order to vacate the housing unit within 10 days after receipt of the notice.

8.4. Abandonment will be deemed to have occurred if the housing unit has been unoccupied by the tenant for five working days without notice to the Housing Maintenance Supervisor. The Housing Maintenance Supervisor will deliver a notice to the tenant that the housing unit appears abandoned and that the district will take possession of the housing unit and its contents five working days after receipt of the notice, unless the tenant reoccupies the unit prior to the deadline. For purposes of interpreting this policy, to be considered as occupying the housing unit, the tenant must actually reside in the housing unit at least four nights per week. It will not be considered abandonment when a tenant leaves on official school business, for regularly scheduled school holidays and breaks, or vacations with intent to return.

9. Vacating premises

9.1. The tenant must furnish the Housing Maintenance office at least 10 days' notice in writing of his/her intention to vacate the premises.

9.2. If the tenant resigns/retires his position with the district or employment is terminated for any reason, the tenant must vacate the premises within 10 days

after the last day of employment, unless the tenant has requested and received a written extension of this deadline from the Housing Maintenance Supervisor. Rent will be calculated and to the last day of occupancy.

9.3. If the tenant fails to vacate the premises at the time of deadline, the district will charge the tenant a fee of \$25.00 per day, and the tenant's deposit will be forfeited.

10. Inspections

10.1. Before a prospective tenant occupies a unit, the Housing Maintenance Supervisor or designee and the prospective tenant will inspect the unit and note on a checklist the existing condition of the premises. Such checklist will be signed by both the prospective tenant and the Housing Maintenance Supervisor or designee. Such checklist will be filed in the Housing Maintenance Supervisor's office, and a copy will be given to the prospective tenant.

10.2. Before a tenant vacates the premises, the Housing Maintenance Supervisor or designee and the Tenant will inspect the premises and note on a checklist the existing condition of the premises. Such checklist will be signed by both the Tenant and the Housing Maintenance Supervisor or designee. The checklist will be compared against the pre-inspection checklist to help determine if any damages or cleaning charges will be imposed.

10.3. Semi-annual and annual housing inspections will be performed by Maintenance Department personnel. Other housing inspections may be performed as deemed necessary.

11. Notices

11.1. All notices will be in writing. Notices to the District will be sent to the Housing Maintenance Supervisor's office. Notices to the tenant will be sent to the address of the rental unit. Notice will be sent certified mail, hand delivered, and/or internal mail (including electronic mail), and will be deemed received three days after mailing or actual receipt, whichever is earlier,

12. Approval in Writing

12.1. Any action requiring approval must be in writing and signed by a person authorized to grant such approval.