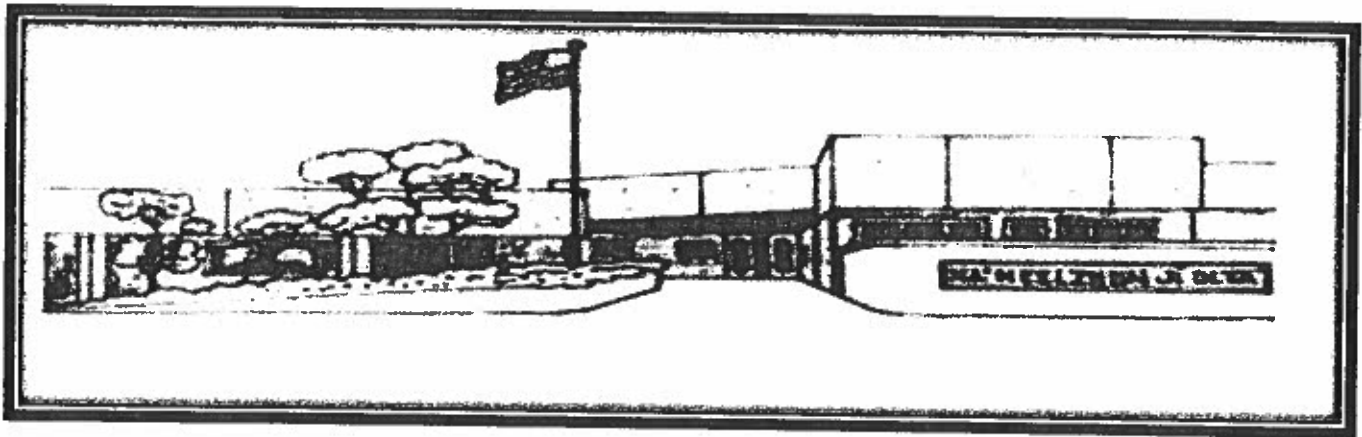

NA' NEELZHIIN JI OLTA, INC.



Quarters Housing Policies & Procedures

Terms & Conditions

REVISED: JULY 19, 2017
BOARD APPROVED: OCTOBER 5, 2017

Na' Neelzhiin Ji Olta' Inc.
QUARTERS HOUSING POLICIES & PROCEDURES

1.01 General

It is the policy of Na' Neelzhiin Ji Olta' Inc. (NJOI) to provide, consistent with quarters availability and staff priorities, adequate quarters at a reasonable cost to employees of NJOI with a demonstrated need for such quarters. Due to the limited quarter's facilities, it is necessary that priorities be established in order to ensure that quarters are available, if their need is demonstrated, to those employees most crucial to the mission of NJOI. Therefore, employment by NJOI does not, by virtue of that relationship, entitle any employee to quarters. Likewise, the use and enjoyment of quarters, when granted, is a privilege which may be revoked by NJOI when previously assigned non-priority housing assignments are needed for priority staff, when a violation of this Manual or a breach of the terms of the rental agreement by the employee has occurred, or the employment relationship has expired.

Priority for quarters shall be administered by the Housing Committee with oversight by the Principal. The Housing Committee shall be comprised of tenants. Priority for housing will be for certified employees of NJOI. All quarters left unoccupied shall be considered based upon the following criteria:

- A. Employees of NJOI that benefit the school, law enforcement, clinic personnel, social services, etc.
- B. Professional educators from surrounding schools.
- C. Community members who meet all application requirements. Need to make sure their finances are adequate to make monthly payments.
- D. All tenants will be given a copy of the current housing policies to ensure they comply with the policies. The individual to whom the quarter is granted is responsible and liable for their guests. The tenant is not responsible for any uninvited person's actions.

1.02 Function and Authority

- A. The Housing Committee Officers with oversight by the Principal shall have full authority and responsibility to assign quarters to employees consistent with the terms and conditions of this Manual.
- B. The Housing Committee shall have authority to terminate for good cause the quarters privilege of any tenant. Good cause for such termination shall be limited to and consist only of a finding that:
 - 1. A non-priority assignment of quarters is not being utilized for a priority purpose; or
 - 2. The tenant to whom the quarters were assigned violated the terms and conditions of this Manual and/or quarters rental agreement, that he or she breached the terms and conditions of the quarters rental agreement entered into and executed by NJOI and the tenants whose quarters privilege is subject to termination; or
 - 3. Said termination is necessary for the health, safety, welfare and/or peaceful enjoyment of other residents of School quarters, students, staff or NJOI's best interest.
- C. After the Facility maintenance personnel has completed the annual inspection of all quarters, the Department shall review all Inspection Report Forms and make such recommendations to the Principal as shall appear proper and necessary as a result of such review.

1.03 Consideration of Applications for Quarters

The Housing Committee shall consider applications for quarters and, in addition, may require the presence of the applicant submitting the application.

1.04 Denial of Application for Quarters

Denial of an application for quarters shall be made and recorded in writing signed by the Housing Committee. Such writing shall set forth the exact reason or reasons for the denial and shall be kept and maintained, together with the application, by the Housing Committee for not less than one year following the decision. A copy of the written decision shall be provided to the applicant. The decision of Housing Committee will be final.

1.05 Execution and Delivery of Documents

Upon an assignment of quarters by the Housing Committee deliver to the Business Office, with a copy to the Office of the Principal, the following:

- A. An executed Quarter's Rental Agreement substantially in the form provided as Appendix A.
- B. If the tenant to whom quarters has been assigned is an employee, they must complete and sign a Rental Rate and Payroll Deduction Agreement substantiated in the rental agreement. This section needs to be completed prior to their tenancy. If a quarter has been assigned to a person who is not an employee, they must arrange and have in place an automatic payment procedure with their bank or employer. **This shall be done prior to the tenant being allowed into the quarters and prior to their tenancy.**

1.06 Inspection and Repair by Facilities Maintenance Staff

Prior to occupancy of the assigned quarter's unit, Facilities maintenance staff shall inspect the quarters and complete a Quarters Inspection Form. All deficiencies found in the quarter's unit shall be remedied by Facilities Maintenance staff.

1.07 Conditions of Award and Tenancy

All quarters' awards and rental agreements are subject to the terms of the NJOI Housing Policy Manual and the specific conditions set forth below. Violations of any of these terms shall be grounds for immediate termination of the tenancy and tenant(s) shall immediately vacate the premises upon such violation and request by NJOI.

THESE RULES AND CONDITIONS WILL BE STRICTLY ENFORCED AND ANY VIOLATION IS GROUNDS FOR IMMEDIATE TERMINATION OF TENANCY.

- A. The quarters assigned or rented shall be for the residence of those persons listed on the application and no other persons, except those invited guests whose visitation shall be for a period of twenty (20) days or less in any six-month period, without the prior written consent of a majority of the Housing Committee. Tenant is personally responsible and liable for any and all persons in or on the awarded premises, the acts or omissions of any such persons during their ingress and egress to and from the premises.
- B. The quarters assigned or rented shall be kept in a clean, sanitary and safe condition. All trash, garbage refuse and litter shall be promptly accumulated, contained and removed by the tenant from the quarters and their surrounding property and properly disposed in the appropriate refuse bins provided.
- C. No livestock shall be kept on or in the assigned quarters and surrounding property. Only household pets in a number and of a kind listed on the application for quarters and approved by Housing

Committee may be kept if confined to the quarters and quarters' property. Household pets which remain in an unhealthy or unsanitary condition, which constitute a nuisance or danger to others or which are not confined or confinable by owners, shall be promptly removed upon written demand of the Housing Committee. (The employee to whom the quarters are granted is responsible for any damage by or maintenance on account of any pet or animal.)

Additionally:

1. NJOI may limit the number and kind of any animals kept at, located on or maintained at the premises. Domestic animals shall be limited to one (1) animal.
 2. **NJOI does not allow any vicious animals or breeds of animals commonly known to be vicious on the premises or NJOI property.** Examples of such vicious breeds include, but are not limited to: Pit bulls, Dobermans, Rottweiler and any animal known to exhibit violent or hostile behavior.
 3. If there are any complaints regarding pets or animals noted in this section, they must be removed immediately.
 4. Any problems or injury caused by pets or animals noted herein will result in personal liability to the tenant and immediate termination of his or her tenancy.
 5. All pets must be specifically registered on the application and any other animals that may come onto the premises must be identified in writing submitted to Housing Committee for approval prior to allowing said animal on premises.
 6. The basis for the above-described policies is that NJOI's primary concern is and shall remain the health, safety and welfare of all tenants and children who have been committed to our care and custody with the understanding that we will provide them with a safe and secure environment.
- D. No business, enterprise or activity for profit shall be conducted upon or in the assigned quarters and surrounding property without the express written permission of the Housing Committee.
- E. The tenant to whom the quarters is awarded shall be responsible for and shall notify Facilities maintenance personnel of all maintenance needs with regard to the quarters.
- F. No repairs, alterations, improvements or additions shall be made to the quarters by the tenant to whom the quarters are assigned without the prior written permission of the Principal. No alterations, improvements or additions so made to the quarters shall be removed without the prior written permission of the Principal.
- G. The discharge of a firearm, air gun or any other device capable of discharging or propelling any material which could cause damage, harm or injury to any person or property shall not be permitted in or upon the quarters assigned or in the compound of quarters.
- H. The hauling of water taken from any quarters or any NJOI facility or property shall not be permitted. Tenants hauling or allowing water to be hauled from their quarters or NJOI facilities shall be assessed liquidated damages of \$500 per episode and their tenancy shall be terminated immediately.

- I. The tenant to whom the quarters is awarded and all authorized residents of the quarters shall permit, upon reasonable notice, access to the quarters by an authorized NJOI employee for the purposes of inspection, maintenance, repair or improvement to the quarters or the contents thereof.
- J. No illegal activity shall be conducted or maintained in or about the quarters assigned; drinking, late parties, distributing of control substance and underage drinking.
- K. No accidents or purposeful damage shall be caused to the quarters. Any such damage that may occur shall be immediately reported to Facilities maintenance personnel and the person to whom the damaged quarters is assigned shall pay the reasonable cost of all necessary repairs performed by Facilities maintenance personnel as the result of such damage.
- L. No inoperable vehicles, vehicle parts, trailers, machinery or other such unsightly materials shall be stored or placed on the premises. Two (2) weeks after notification, these items will be removed at the tenant's expense. Said expense shall be charged and payable with the next month's rent.
- M. The tenant or any other person shall not act or permit or allow actions that may compromise or endanger the health, welfare, safety or quiet enjoyment of any other resident of school, quarters, student, staff or other person, nor shall such persons act or permit or allow actions that are against the best interests of NJOI.
- N. It is strongly encouraged, but not mandatory, to obtain and maintain liability insurance from a reliable insurance company to cover any damage that may arise from their tenancy of the quarters. The policy of insurance must provide at least twenty-five thousand dollars (25,000) coverage per incident and fifty thousand dollars (50,000) aggregate. Said policy shall cover all possible liability to include, but not be limited to, personal injury, fire, damage to or destruction of the premise or NJOI property. The Certificate of Insurance, which must be provided to NJOI Facilities maintenance staff and the business manager, shall identify NJOI as an additional insured and shall provide that insurer will notify NJOI sixty (60) prior to the termination or lapse of said policy.
- O. All boarders over the age of 18 will be subject to a criminal background check and must to be in good standings to continue to reside in the NJOI quarters housing. Any type of criminal activity found guilty in the background check will be subject to removal of the boarder or eviction of the employee awarded tenancy from the quarters housing.
- P. If the tenant is an NJOI employee, and resigns or is terminated from employment with NJOI, the tenant shall vacate the quarters housing on or before the effective date of resignation or termination. However, if a tenant or it's listed household members commits any serious violations of these policies and/or federal, state, tribal laws, then the tenant will vacate the premises immediately for just cause. NO EXCEPTIONS. If quarters housing rental is scheduled as a prorate, then the tenant will be refunded the remaining prorated rental amount. The person has to move out on or before their resignation or termination.
- Q. Because housing is on NJOI property, tenants must model behavior appropriate at all times.
- R. No alcoholic beverages or controlled substances will be allowed on or consumed in or around the premises or any other NJOI property. Alcoholic beverages, drugs and any controlled substances are illegal on the Navajo Nation and on federal property.

- S. Fireworks or any other dangerous or potentially dangerous items are not allowed in or around the premises or NJOI property.
- T. The premises shall be used for tenant's residence purpose only.

1.08 Complaints and Report Violations

All complaints concerning a violation of the terms of this Manual shall be made to the Principal, school security or law enforcement based on the situation. Any problem in writing, dated and signed by the person making the complaint.

1.09 Expiration

An award of quarters shall expire upon the occurrence of any of the following events:

- A. The expiration of the employment of the person to whom the quarters were awarded. In the event another member of the authorized residents of the household is also an employee of NJOI, such other employee shall have the right to make application for an award of quarters for a period of thirty (30) days after the expiration of the original quarters award if, during that time, the applying employee has agreed to assume the cost and expenses of an award of quarters.
- B. A finding by the Housing Committee that cause exists and termination is found to be the appropriate remedy.
- C. The determination by the Housing Committee that the priority needs of NJOI require the termination of a non-priority assignment of quarters.

1.10 Procedure upon Expiration of Tenancy

- A. The tenant to whom the quarters was awarded shall, upon expiration of the tenancy, notify Facility maintenance personnel of the intended date of expiration or the date upon which the quarters are to be vacated.
- B. The quarters to be vacated shall be inspected by Facility staff in the presence of the tenant to whom the quarters was awarded at a time which is mutually convenient and arranged with the employee by Facility maintenance personnel.
- C. The Inspection Report Form shall conclude that the quarters housing was **acceptable** and that the tenant to whom the quarters was awarded is cleared of all further responsibility for the quarters when it is found that:
 - 1. No loss, damage or injury, exclusive of normal wear, has occurred by virtue of the expiring occupancy.
 - 2. That the quarters are in clean and sanitary condition.

3. That all trash, refuse and litter have been removed from the quarters and its surrounding property.
 4. That all personal property has been removed from the quarters.
 5. That all keys to the quarters have been returned to Facility maintenance personnel.
- D. Upon the completion of the inspection, a Quarters Inspection Form must be completed by the inspecting authority from Facility maintenance personnel. A copy of such completed form shall be provided to the tenant to whom the quarters was awarded and, if the report is **acceptable** to the tenant, the original of the form shall be signed by the tenant and the Facility maintenance personnel.
- E. The Inspection Report Form shall conclude that the quarters housing is **unacceptable** and that the tenant to whom the quarters was awarded is not cleared from further responsibility for the quarters when it is found that:
1. Loss, damage or injury, apart from normal wear, has occurred by virtue of the expiring occupancy.
 2. That the quarters are not clean, slightly and sanitary condition.
 3. That all trash, refuse and litter have not been removed from the quarters and surrounding property.
 4. That all keys to the quarters have not been returned to Facility Management.
- F. In the event the Inspection Report Form shall conclude that the quarters are **unacceptable** and the tenant to whom the quarters were awarded is not cleared from further responsibility, a copy of the report shall be delivered to the Principal for further action and no sums due and otherwise owing to the tenant shall be released to the tenant until it is found that the quarters has been made acceptable or until the tenant has been released from responsibility.
- G. The Housing Committee shall meet with the tenant to whom the quarters were awarded at the earliest possible time and shall then attempt to resolve all matters then pending with regard to the deficiencies set forth in the Quarters Inspection Form. When all deficiencies are thereafter resolved and their resolution accomplished, the Housing Committee shall so indicate on the Quarters Inspection Form, a copy of which shall then be delivered to the Business Office.

1. 11 Other Duties of Facility Management

- A. A designated representative of Facility maintenance personnel shall conduct an annual inspection of all quarters. An Inspection Report Form shall be completed as a part of each inspection. The original of the inspection report shall be retained among the records of Facility maintenance personnel, and a copy shall be provided to the Housing Committee, the Principal and the occupant.
- B. Occupied quarters shall be entered by designated representatives of Facility Management only after reasonable notice of such intended entry shall have been provided to the occupant. Such notice may be in writing or may be given verbally. Such notice shall provide the approximate time and date of the

intended entry and the purpose necessitating the intended entry. In the event the occupant is not agreeable to the time proposed for entry into the quarters, reasonable attempts shall be made to

- C. accommodate the needs and desires of the occupant. Such notice need not be given in the case of an emergency where, to do so, would unreasonably forestall such action as may be required by the circumstances of the emergency. However, written notice of the entry which includes the date and time of entry, the purpose for entering the occupied quarters, and the action taken within the quarters will be provided to the occupant within three (3) working days after the emergency entry has occurred.
- D. Business Manager shall assure that all income from quarters rentals shall be used for the direct benefit of all quarters. The Business Manager shall, on or before the first day of May in each year, provide the Principal with an annual report of all income and expenditures of quarter rentals income and shall consult with the Principal on any intended expenditure in excess of \$5,000.00 from said funds.
- E. Facilities maintenance staff shall assure that work orders for the repair or maintenance of quarters are promptly processed and, to the extent funds are available, assure that appropriate work and maintenance is performed, consistent with those work orders.
- F. Facilities maintenance staff shall assure that the performance and conduct of all employees under his or her authority conforms to the policies and procedures contained in this Manual.
- G. Facilities maintenance staff shall assure that, to the extent within his or her control and authority, all employees and all persons residing in awarded quarters confirm their conduct and performance to the policies and procedures contained in this Manual.
- H. Facilities maintenance staff, in consultation with the Principal and the Business Manager, may promulgate implementing procedures in furtherance of this *Policies and Procedures Manual*.
 - 1. Such implementing procedures as are promulgated shall thereafter be delivered to the Principal for his or her final review. If approved by the Principal, such implementing procedures shall become immediately effective and shall be identified by the date of approval and effect.
 - 2. The original of such procedures shall be placed among the collected policies and procedures of the NJOI and copies shall be distributed to all employees.
 - 3. Such procedures as have been approved may be thereafter amended in whole or in part by action of the Housing Committee with the approval of the Principal. Such amended procedures shall be marked with the date of approval and effect and be placed among the collected policies and procedures of NJOI and copies shall be distributed to all employees.

