



Shonto Governing Board of Education, Inc. Policy Statement

SUBJECT: HOUSING POLICY
POLICY NUMBER: FH
DATE OF ORIGINAL POLICY: 2/4/04

EFFECTIVE DATE: 8/31/18
DATE OF NEXT REVIEW: No Exp.
DATED: 8/31/18

I. INTRODUCTION:

As part of the P.L. 100-297 grant school, the Shonto Governing Board of Education is in compliance and in part responsible for providing, managing, and maintaining employee housing located on the Shonto Preparatory School campus. It is imperative that housing be available to staff members, on a continuing basis to assure that highly qualified staff/teachers empower student learning through quality education.

Housing is necessary to the Shonto Preparatory School (SPS) employees and it is the desire of the Governing Board that this policy serves as a guide for establishing and maintaining a mutual relationship between the SPS and tenants. Therefore, the Governing Board establishes the following policy. School provided housing is a privilege, not a right.

II. POLICY STATEMENT:

It is the policy of the Governing Board that all tenants be provided safe, livable and attractive Housing; and to ensure equitable treatment of all tenants.

III. EXCEPTIONS TO POLICY:

1. Housing is essentially intended to be for the benefit of SPS employees as a priority, and secondly for employees with provisional contracts. This provision does not apply to the current temporary and substitute employees that are already residing in Shonto Preparatory School housing. However, under certain circumstances, non-employees may occupy SPS housing.
2. Governing Board may allow non-employees to occupy SPS housing with the support of the SPS Housing Committee, and the following are some examples:
 - a. Non-employees who can provide an invaluable service for the SPS or that would benefit in the event of an emergency, such as police officers, security officers and medical staff.
 - b. Non-employees must have Navajo Nation, Coconino County or Navajo County background check completed prior to moving in to housing. Background check fees will be paid by non-employee, not the school.
 - c. Non-employees who are the parent or legal guardian of a child or children attending SPS and have provided a required medical documentation that proves continuous medical care. The Lessee shall notify SPS immediately in the event that the residency or situation changes. Should a housing unit be available.
 - d. All non-employee tenants shall have six-month or school-year rental agreements which will expire on the year in which the rental agreement was issued. All non-employee tenants must submit an updated rental application on or before December 15th of each year, and must meet with the Housing Committee.
 - e. All Non-employee tenants shall use payroll deductions for the payment of their rent. Non-employee tenants are required to pay the \$500.00 deposit before signing the rental agreement and pay rent one-month in advance. Additionally, they are responsible for

completing a reference check. Should the non-employee tenant fail to meet the payment deadline, an eviction notice will be processed immediately.

- f. All non-employees who submit an application for housing must include a Navajo Nation and Coconino County or Navajo County criminal background check clearance notice (the same standards used by SPS in its employee hiring process) before the non-employee will be allowed to occupy housing on the SPS campus. Non-employees are encouraged not to bring adult age children into the housing. This is in observance to the "Safe Schools" initiative. New tenants and tenants shall be required to attend the annual housing orientation. Failure to attend a housing orientation will result in documentation being placed in your housing file and may include corrective action on the tenant.
- g. Should SPS need for additional housing to become available immediately, non-employee tenants will be required to vacate their premises within 30 days based on first in-last out. Extenuating circumstances may allow current tenants an exception to this section.

IV. AMPLIFYING INSTRUCTIONS AND GUIDELINES:

Definition of a Shonto Preparatory School employee includes any full-time permanent employee of the School and any part-time permanent employee of the School.

Housing Committee

The Housing Committee shall be a standing committee consisting of six(6) members – five (5) tenants and one (1) non-tenant; the Director of Support Services shall serve as an ex-officio member of the Committee. The Members of the Housing Committee shall be compensated for Time and Effort at the rate of \$30.00 in 20 installments (August – May) for a total compensation not to exceed \$600.00 and is expected to attend all of the scheduled monthly meetings. Meeting Minutes shall coincide with the meeting dates; official minutes shall be submitted for non-tenant and non-employees to receive payment. These document shall be submitted to the Office of Support Services.

Upon resignation or termination of a member, the Housing Committees shall submit the nomination of a replacement to the Superintendent immediately for approval. If the Superintendent agrees with the nomination, he shall present the nomination to the Governing Board for final approval. A committee member shall not miss three scheduled meetings without notifying the HC President or designee in advance. A committee member that misses three scheduled meetings regardless if notification was provided to HC president will denote voluntary resignation from the committee.

- a. The Housing Committee shall meet at least once a month, preferably the second Tuesday of each month or following the regular Governing Board meetings, and at such other times as needed. The Director of Support Services will alert the members of the meetings a day in advance or designate the duty to the administrative assistant or housing committee secretary.
- b. A minimum of 4 members will establish a quorum which is required for all official Housing Committee action. If a quorum is not established within 15 minutes of the scheduled time the meeting will be considered void and all agenda items shall be forwarded on to the next regular schedule housing meeting. There shall be no special meeting called to compensate for the voided meeting, unless there is pressing or issues of emergency.
- c. The Housing Committee shall review this Housing Policy on an annual basis, may develop and recommend new policies and procedures, or revise the existing policies and procedures. The Housing Committee, Director of Support Services and the Superintendent will review all

proposed changes to this Housing Policy for approval and submit for Governing Board's approval.

- d. The Housing Committee members shall review all housing requests thoroughly first, then recommend housing assignments depending on availability of vacant houses. The Housing Committee's recommendations by vote with a quorum for housing assignment(s) shall be submitted to the Director of Support Services or Superintendent for review and final approval. The applicants will be notified on the status of their requests without delay through email or hand delivery.
- e. The Housing Committee shall hear concerns/complaints and decide grievances submitted in accordance with the SPS Housing Policy. The proper grievance form will be submitted to committee members. Committee member will make request to place item on agenda. The committee will consider the item and make recommendations to the Director of Support services and/or Superintendent. If necessary the committee may call executive session to discuss the item in private.
- f. Should the tenant not find the housing committee's decision acceptable, they shall submit the grievance to the Superintendent for further review.
- g. Should the tenant not find the Superintendent's decision acceptable, they shall submit the housing grievance to the Governing Board.
- h. The housing committee will accept housing concern/complaint form from tenants and the item may be placed on the housing committee agenda for consideration. The complaint form can be found in the Appendix. If necessary the committee may call executive session to discuss the item in private.
- i. Tenants' family members must self-report any arrest or incidences of violence and crimes against children. Written notification indicating who, what, when, where, and why the incident occurred must be submitted to the Director of Support Services. The item may be placed on the housing committee agenda for consideration. Failure to self-report violence or crimes against children will result in immediate termination of lease agreement or loss of privilege of occupancy in school housing.

1. Rental Agreement and Addendum.

The individual rental agreement is an integral part of this policy. The tenant must review and understand the agreements completely before signing. The tenant is required to abide by all written terms on the agreements. Tenant will be provided a copy of the Rental Agreement. Included with the Rental Agreement is the Lease Addendum for a Drug and Alcohol Free Home (Part I) and Pet Addendum (Part II). In case of conflict between the provision of this Lease Addendum and any other provisions of the Lease, the provisions of the Lease Addendum shall govern.

In regards to annual contract renewal, housing contracts must be renewed annually, at the beginning of each school year. This requires that any outstanding fees be paid, in advance, before the housing contract is approved for the next year. Any resident that does not comply may have eviction processes initiate.

2. Rent.

- a. Housing Committee can propose new rental rates or rental adjustments to the Governing Board for review and final approval. Housing committee will not propose rental rates that are less than current rates. Current rental rates are set forth herein at Appendix B.
- b. Rental rates shall be subject to periodic adjustment in response to rental surveys and/or in accordance with the Interior Property Management Regulations, Part 114-52, utilizing the Department of Labor Rent Series of the Consumer Price Index (percentage changes) as

the annual rate multiplier. Tenants will be notified in writing at least thirty (30) days in advance of any rent adjustment

PUBLIC LAW 100-297 AS AMENDED BY PUBLIC LAW 107-110 (No Child Left Behind Act of 2001)

Sec. 5203(3) (B), Exception - Grants provided under this part may, at the discretion of the school board of the tribally controlled school with respect to which such grant is provided, be used to defray operations and maintenance expenditures for the school if any funds for operation and maintenance of the school are allocated to the school under the provisions of any of the laws described in section 5205(a).

- c. Employee tenants shall authorize bi-weekly payroll deductions for the payment of their rent. Rent payments for non-employee tenants are due on the first day of each month through payroll deduction, money order or automatic deductions arrangement with their bank.
- d. If any tenant fails to pay rent on due date, a notice of delinquency shall be delivered to the tenant personally or by certified mail to the last known mailing address. The notice of delinquency shall state that the tenant has ten (10) days from the date of the notice to pay the past due amount and that failure to comply will result in termination of the rental agreement and will be required to vacate immediately. If the employee is unable to make payment for housing adjustments payroll deductions can be made to accommodate employee to catch up with delinquent rent. If any other arrangements are made with the business office it is the responsibility of the tenant to notify the Support Services Office of these arrangements.
- e. Employee tenants' rental deduction is prorated over 20 pay periods and there is no deduction of rent during the summer months.

3. Utilities

Other Charges for utilities, including satellite and telephone service, are not included in the rental rate. Upon vacating the premises, tenant must notify SPS about the disconnection of and that outstanding balances have been paid in full, with the exception of the water and propane.

Television satellite service (Dish Network, Direct TV, etc.) installed after August 2017 will not be allowed to be installed on any part of the house. The renter will be required to provide all required material for the equipment to be installed on the "ground", which usually requires a post to be installed. . No roof mounted satellite dishes will be allowed on renovated homes. Any violation of this provision will result in a fee to be paid for roof repairs.

4. Deposits & Special Fees

- a. Prior to move-in, all employee tenants shall pay a \$300.00 security deposit and non-employee tenants shall pay a security deposit of \$500.00. Non-employee shall pay first month's rent as well as the deposit. If applicable, tenants shall also pay a pet charge of \$50.00 per dog or cat. So, if a tenant has two animals, the charge for is \$100.00. This can be paid up front, or can be deducted from payroll over 10 months.
- b. Employee tenants have the option of authorizing a payroll deduction for the security deposit in lieu of making this payment prior to move-in. The Payroll Deduction Authorization must be submitted in writing to the business office prior to move-in.
- c. Security deposits may be refundable, after lawful deductions have been made, if the conditions of the rental agreement have been met. Damages and cleaning charges shall be assessed and offset against the security deposits upon "surrender" which shall be the earliest of the following dates: (1) when all keys have been turned in; (2) when the move-out date has expired and all tenants/occupants have vacated the premises; or (3) when all

tenants/occupants have permanently moved out. The balance of the security deposit, if any and an itemized accounting of any deductions will be mailed to the tenant no later than fourteen (14) days after surrender. Tenants shall notify NTUA to disconnect electricity.

5. Housing Assignments.

- a. Housing shall be provided to SPS employees on an as-needed basis. Housing is a privilege not a right.
- b. Completed applications for housing or requests for housing reassignment must be submitted to the SPS Director of Support Services who will forward it to the Housing Committee for thorough review and recommendation to the Superintendent.
- c. The Housing Committee reserves the right to make recommendation of assign housing units in the manner which serves the best interests and needs of the Shonto Preparatory School, and shall be made based on the Housing Priority List. The Housing Priority List is incorporated herein by reference and attached as Appendix A. Housing assignments may also be made based on the following factors: (1) availability of appropriate housing; (2) number of persons in household (see Appendix C) and/or (3) whether the employee owns and/or has access to his/her own housing
- d. The Housing Committee shall recommend eviction notices to non-employee tenants as required serving the best interests and needs of the SPS.
- e. Should a returning employee tenant choose to vacate the assigned housing to avoid paying rent for the summer months, the vacated unit may be reassigned to another employee

6. Pets.

- a. In an effort to help alleviate the number of dogs and cats running loose on SPS campus, the following policy has been adopted for all pet owners. Residents are permitted to have two pet at their housing unit, but must pay a "pet fee" of \$50.00 per animal. Each annual contract year requires tenants to declare how many dogs or cats they have. For example, a tenant with one cat and one dog would have to pay a fee of \$100.00. These pet charges can be paid up front or spread over a ten month period. However, pets such as fish or birds which are kept in a cage or aquarium are exempt from the limitation.
- b. Tenants shall complete a pet registration form and attach 2 photos of their pets with the applications. 1 photo will be of the animals face and another will be a side shot of the animal. These photos will be inserted into a binder and used to identify ownership of the any pets reported loose or unattended.
- c. Malicious animals and aggressive dog breeds are absolutely prohibited in the housing unit and in the surrounding area of the School campus. Examples include but not limited to – Pit Bull, Rottweiler, German-Shepherd, Chow-Chow, Doberman Pinscher, Presa Canario. Regardless of the breed of dog the pet owner is responsible for insuring the safety of the community.
- d. Tenants are required by law, to properly license and vaccinate their pets, and to promptly furnish SPS with evidence thereof annually and upon request. Tenants are also required to visibly display tags on their pets, even if they have microchips in place for ownership. Tenants will complete the pet registration form when applying for housing and during annual housing contract renewal.
- e. All tenants are required to abide by the Navajo Nation Animal Control Policy and other applicable laws. It is the responsibility of each tenant to be in compliance with the housing contract, and any parts of the housing agreement.
- f. Tenants are required to keep their pets (dogs) on a leash at all times when outside the housing unit or outside fenced area. Tenants must restrain their pets within their premises by use of a fence, leash or chain.
- g. Tenants shall collect and remove animal feces from and around their assigned housing unit.

- h. Dogs roaming the housing area or SPS campus will be considered “stray dogs” and will be disposed of through the Navajo Nation Animal Control Department. Designated SPS personnel may randomly pick up pets that are not contained in accordance with the Navajo Animal Control Law. These strays will be held in a secured area for at least 24 hours and can be reclaimed for an amount of \$50.00 or current fee. Pets not claimed within the 24 hour period will be transported to the Navajo Animal Control Center Humane Society or any public animal shelter.
- i. Tenants are not permitted to build or use any types of livestock fences with farm animals, hay or feed within the housing area. Likewise, there are to be no farm animals, or storage for hay or feed kept in the housing area. Again we need to enforce and not allow exceptions.
- j. Tenants shall ensure that their pets do not disturb other tenants at any time; and do not damage property of other tenant(s). If, in the SPS’s administration’s absolute opinion and evidence, a pet has disturbed any other tenant or has caused or is causing damage to another or School property or property of other tenants, the tenant shall be required to permanently remove the pet from the premises within ten (10) days after written request is issued by the SPS administration. Tenant’s payment for the repair of damage caused by the pet shall not entitle the tenant to keep the pet on the premises. Damages that are caused by another tenants pet will be considered a civil matter and will only be documented by security on behalf of SPS. The damage to another tenant’s property may constitute a default of the rental agreement and may immediately trigger termination of the rental agreement.

7. Pest Control Service.

- a. Pest extermination service for the housing area shall be provided by the SPS on a regular basis and upon request from the tenant in the case of a pest problem requiring immediate response between regularly scheduled dates for pest extermination services. Tenants requesting for the services, must ensure pets are secured.
- b. Tenants are strongly encouraged to maintain an orderly and sanitary environment both inside their house and in their yard to prevent pest problems. It is the responsibility of the tenant to ensure that their housing quarters are free of lice and bed bug infestation. Failure to comply will result in tenant paying the full amount for mitigation of the bug infestation. In this regard, SPS is not liable for any reimbursement to the tenant or company involved in the mitigation.

8. Curfew.

Tenants are solely responsible for the conduct of their children and the children of guest and visitors at all times. All children less than eighteen (18) years of age within the housing area shall comply with Navajo Nation Curfew Law. Curfew hours are from 10:00 pm to 6:00 am on Sunday through Thursday, and 12:00 am to 6:00 am on Friday and Saturday.

9. Inspections.

- a. Semi-annual Housing Inspections of the unit shall be performed by SPS personnel. Such inspections may be conducted in conjunction with annual furnace maintenance (Oct-Dec of each year). **Tenants shall not prohibit entry into any part of the housing unit during inspection.** Tenants that violate this section will be reported to the Director of Support Services and the Superintendent for the appropriate corrective measures.
- b. The Lessee is liable for the proper use and storage of any flammable liquids or items being stored in the designated storage area and the interior of the housing unit. The Lessee must be aware of the location of fire extinguishers in their house.
- c. Tenants shall not store any used oil, chemicals, coolant, or vehicle parts anywhere on SPS property. If deemed necessary, SPS administration may require the tenants to remove these

items at the tenant's expense. If SPS is required to remove the item on behalf of the tenant, the tenant may be required to reimburse SPS.

10. Move-in.

- a. The Lead Maintenance personnel or his/her designee shall fully inspect the premises and provide the tenant with a written statement of the condition of the premises and the appliances. The tenant and the Housing Manager or Maintenance personnel will review the condition of the housing before the tenant moves in. The tenant may participate in the inspection.
- b. Each item listed on the housing inspection form must be checked carefully and the appropriate box marked and notations made in the columns as to condition.
- c. The Lead Maintenance personnel or his/her designee shall note the date and any necessary repairs to be made. If the dwelling unit is not in acceptable move-in condition, the Lead Maintenance personnel or Support Services Director shall be responsible for initiating any required repairs or cleaning.
- d. The tenant will be responsible for the recorded conditions of the housing and the adjacent grounds.
- e. Two (2) key for each exterior door will be furnished. A charge of \$50.00 will be assessed for replacement of lost keys. **Locks shall not be changed by the tenant.** Tenant shall return all keys to the Support Services Office prior to vacating the premises or approval of the final salary clearance. In regards to lost key/key escorts, any resident that needs help to gain entry into their home, will be afforded a one-time "assistance visit" from Security at no charge. Any additional requests for help will result in a charge of \$25.00 per visit. Only one extra key may be obtained for a \$50.00 non-refundable prepaid fee. This request must be made in written form and approved by the Director of Support Services.
- f. All housing assignments shall be approved by the Director of Support Services and Superintendent. The assignment shall be ratified by the Housing Committee and on filed in the HC meeting minutes.

11. Move-out.

- a. Upon termination of the rental agreement by either party, the tenant shall leave the housing unit, i.e. all appliances, kitchen / bathroom fixtures, vents, cabinets, walls, floors; and the adjacent grounds in a clean and orderly condition upon completing housing inspection. A \$100.00 cleaning fee will be charged if the premise is left unclean. This will be deducted from the security deposit, or charged directly to the tenant.
- b. An inspection of the premises shall be conducted jointly by the Support Services Director or Maintenance personnel and the tenant as a part of the move-out process. If damage to or other unacceptable conditions on the premises are noted during the move-out inspection, with the exception of reasonable wear and tear, the tenant will be given a reasonable opportunity for correction before any fees are assessed and/or the costs of repair/cleaning are offset against the Security deposit.

12. Additions, Alteration and Improvements

Unless prior written approval is obtained from the Director of Support Services or the Superintendent, any alterations, addition and/or removal or permanent structures whether interior or exterior is prohibited. All additional, alterations and improvements shall become part of the permanent structure and shall not be removed when tenant vacates the premises.

The housing committee is working on improving the housing area and may assist in providing fencing paid out of the Housing Budget. In order to be considered, tenants will be required to submit an application with an application fee of \$50.00. For application to be accepted the housing committee will have to review and approve the request for fencing. Final approval will be made by Support Service and/or the Superintendent.

13. Termination of Rental Agreement/Eviction.

- a. The Superintendent or Support Services Director shall deliver a written notice to the tenants specifying the acts or omissions constituting a breach of the rental agreement and instructions that the breach be remedied within seven (7) calendar days. If corrective action is not taken within the required time frame and/or no written extension is requested and/or granted by the SPS, the rental agreement will terminate seven (7) days after written notice of breach was received by the tenant or seven (7) days after written notice denying a request for an extension is received by the tenant, whichever is later. The written notice shall be initiated by Support Services Director or/and Superintendent.
- b. If the breach is remediable by repair or the payment of damages or otherwise, and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not be terminated. The Superintendent shall make this determination.
- c. If the tenant or a member of the family or a guest commits an act that is a crime involving violence or anything that threatens the health or safety of other tenants. The tenant will be given one week notice to vacate the premises. Lessee may also be held responsible for any damage to the housing unit or other neighboring housing unit(s), as a result of the crime or health or a safety violations that is under the Federal Law, State, Navajo Nation Law or Shonto Preparatory School Lessee Agreement. Termination of the rental agreement and eviction proceedings shall be initiated by SPS upon receipt of factual documentation of the criminal or immoral activity. The written documentation may be a police report, SPS Security report, written reports from any tenants, a witness or other concerned persons. Termination and/or eviction proceedings shall begin regardless of whether or not a criminal proceeding has been initiated or is pending.
- d. **Towing and Wheel Booting**
 - i. Any Security Officer may order the towing or immobilization of vehicles in violation of the following parking regulations:
 - Driver that has been detained for driving under the influence (DUI) on campus.
 - Continued speeding through campus.
 - Reckless driving on campus
 - Unauthorized parking in a HANDICAPPED space.
 - Unauthorized parking in a FIRE LANE
 - Unauthorized parking in a RESERVED space
 - Unauthorized parking in No Parking/Tow Zone/Restricted Areas
 - Vehicle abandonment on Shonto Preparatory School Property
 - Failure to move an illegally parked vehicle upon the order of a security officer.

Once the boot has been applied to the vehicle, the security officer shall leave notice on the vehicle that the vehicle has been booted. Any person(s) who attempts to remove or tamper with an immobilization locking device (wheel boot) on a vehicle after being installed the vehicle will be towed and impounded at the owner/driver's expense. Any person(s) who tampers with or damages an Immobilizer (wheel boot) will be held responsible for any and all damages to SPS property and charged criminally under the judicial system. The "Immobilizer" (wheel boot) replacement cost is \$500.00 regardless of the extent of damages. Towing fees and storage are established by the towing vendor. Persons wishing to secure the release of a vehicle that has been booted they

- must schedule a meeting with the superintendent and the director of support services or their designees. SPS is not liable for any damage resulting to any vehicle requiring immobilization booting or tow removal.
- ii. If the security officer comes across a situation that they are unsure if a boot should be applied, the security officer will contact one of the following for approval:
 1. Their immediate supervisor
 2. Administrator on duty (on weekends)
 3. The Director of Support Services.
 - e. **Abandonment** of the Housing Unit exists where the tenant and his/her family is absent from the housing unit for a period of twenty (20) continuous days without notification to the Housing Manager or Support Services Director. Upon termination of the rental agreement for abandonment, all property left behind by the absent tenants shall be stored by the SPS at the tenant's cost. Notice will be sent to the tenant's last known mailing address within five (5) working days of the storage. After thirty (30) days of storage by the SPS without retrieval by the tenant, the SPS shall have the right to donate or to sell the property. All proceeds collected from such sale will be forwarded to the school finance office for deposit.
 - f. Violation of any other terms or conditions of the rental agreement and/or this Housing Policy shall constitute grounds for termination of the rental agreement and eviction.
 - g. All of the adverse actions taken shall be documented to support the decisions.
 - h. In regards to water hauling:
 - i. Tenants may haul water for personal livestock needs with prior approval from the Superintendent and/or Support Service Director for a nominal fee of \$0.15 per gallon.
 - ii. Tenants that do not have prior approval will be subjected to escalating fines of \$75, \$150, \$300 and termination of lease. Security will be monitoring with a ticket book. Tenants are given an opportunity to provide self-disclosure to the Support Service Director or the Superintendent.

14. Emergencies

In response to emergencies, the SPS Security/First Responder, Administrator on Duty or the Superintendent may enter the dwelling unit without the consent of the tenant or other occupants.

15. Grievance

- a. A Housing Grievance is a complaint filed with the Director of Support Services by a tenant or lawful occupant alleging a violation or misapplication of this Housing Policy. A Grievant is the tenant or lawful occupant that has filed a Housing Grievance with the Support Services Director.
- b. **General Provisions.**
 - i. Failure to file a grievance within fifteen (15) days after the tenant or lawful occupant knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance.
 - ii. Failure at any step of this procedure to appeal a decision on the grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal.
 - iii. The filing of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Board, Director of Support Services, Superintendent and Housing Committee.
 - iv. For compelling reasons, the Housing Committee can expand any of the time limits contained in this regulation.

c. Grievance Steps.

- i. Level I. Within fifteen (15) working days after the tenant or lawful occupant knew, or should have known, of the act or omission-giving rise to the housing grievance, the grievant must present the housing grievance in writing to the Superintendent. The housing grievance shall be a clear, concise statement of the circumstances giving rise to the housing grievance, with a citation of the specific article, section and paragraph of the Housing Policy that is alleged to have been violated.
- ii. Level II. In the event the Grievant is not satisfied with the decision at Level I, the decision may be appealed to the Housing Committee within ten (10) working days after the Grievant receipt of the decision. The appeal shall include a copy of the original grievance, the decision rendered, and a clear and concise statement of the reasons for the appeal. The Housing Committee shall issue a written decision within ten (10) working days after receiving the appeal. Either the Grievant or the Housing Committee may request a personal conference privately within the above time limits.
- iii. Level III. If the Grievant is not satisfied with the decision at Level II, the Grievant may, within five (5) working days of receiving the written decision rendered at Level II, submit a written appeal to the Housing Committee for consideration by the Board. The Board shall issue a written response within fifteen (15) working days of the Board's review of the appeal

16. Insurance

- a. All tenants are strongly encouraged to obtain their own fire and other renter's insurance for all of the personal contents located in or about the premises.
- b. Neither the **SPS** nor the Shonto Governing Board of Education is liable for loss of or damage to property in the housing area or otherwise on Shonto Preparatory School grounds.

V. DELEGATION OF AUTHORITY:

This policy will be issued to all current and future tenants. Any future revision of this policy will be redistributed to tenants.

VI. REPORTS:

School Security Reports, Human Resources Director Report

VII. FORMS:

Appendices, Rental Agreement, Lease Addendum for a Drug and Alcohol Free Home (Part Pet Addendum (Part II), and Grievance Forms

VIII. EXPIRATION DATE:

This Policy will be revised as needed to comply with Navajo Nation, State, and Federal laws. This policy shall not expire.

IX. SIGNATURE BLOCK:

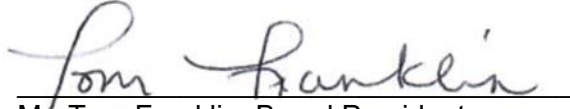
Submitted by: Jason Secakuku., Director of Support Services

1st Reading: July 6, 2018

2nd Reading: August 3, 2018

3rd Reading: August 31, 2018

Established:



Mr. Tom Franklin, Board President
Shonto Governing Board of Education, Inc.

8/31/18

Date

APPENDIX A

HOUSING PRIORITY LIST

1. School Administrative Personnel
2. Teachers / Certified Employees
3. Classified School Employees
4. Non-School Employees
5. School employees who have their own housing within 30 miles of the School site.

(See Page-1 Item III)

APPENDIX B

RENTAL RATES

School Employees

Number of Bedrooms

Rent

1	\$124.80 bi-weekly or \$208.00 monthly
2	\$214.50 bi-weekly or \$357.50 monthly
3	\$271.70 bi-weekly or \$452.83 monthly

Non-Employees

Number of Bedrooms

Rent

1	\$236.00 monthly
2	\$406.00 monthly
3	\$514.50 monthly

NUMBER OF ROOMS

Number of Persons
In household

Minimum Number of
Rooms Required Bedrooms

2	(Husband & Wife or Single Head of Household & 1 child or 2 under age 3)	2	1
3 - 4		3	2
4 - 6		4	3

HOUSING GRIEVANCES

LEVEL I

FORM A

FORMAL GRIEVANCE

To be completed by Grievant within fifteen (15) working days after the tenant or lawful occupant knows or should know of the act or omission giving rise to the housing grievance.

GRIEVANT: _____

HOUSING ASSIGNMENT: _____

HOUSING POLICY ALLEGED TO HAVE BEEN VIOLATED:

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Signature of Grievant

cc: Housing Committee

HOUSING GRIEVANCES

LEVEL I

FORM B

DECISION OF SUPERINTENDENT

To be completed by Superintendent within five (5) working days after formal filing.

GRIEVANT: _____

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

DATE OF DECISION: _____

Signature of Superintendent

GRIEVANT'S RESPONSE: [To be completed by the housing grievant within five (5) days after the decision]:

- I accept the above decision of the Superintendent.
- I hereby refer the above decision to the Housing Committee with reasons detailing non-acceptance at Level I and any relief sought (Level II).

Date of Response: _____

Signature of Grievant

HOUSING GRIEVANCES

LEVEL II

FORM C

REFERRAL TO HOUSING COMMITTEE

To be completed by housing grievant within five (5) working days of Superintendent's decision.

GRIEVANT: _____

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

DETAILED REASONS FOR NON-ACCEPTANCE OF GRIEVANCE DECISIONS AND ANY RELIEF SOUGHT:

DATE OF HOUSING COMMITTEE'S RESPONSE WAS RECEIVED: _____

[] The attached grievance is hereby referred to the Housing Committee.

Date of Referral: _____

Signature of Grievant

HOUSING GRIEVANCES

LEVEL II

FORM D

DECISION OF HOUSING COMMITTEE

To be completed by the Housing Committee within ten (10) working days.

GRIEVANT: _____

DATE OF INITIAL WRITTEN GRIEVANCE: _____

DATE GRIEVANT'S APPEAL RECEIVED BY HOUSING COMMITTEE: _____

DATE OF HEARING HELD BY HOUSING COMMITTEE (OPTIONAL): _____

DECISION OF HOUSING COMMITTEE AND REASONS THEREFORE:

GRIEVANT'S RESPONSE [to be completed by housing grievant within five (5) days after decision.]

I accept the above decision.

I hereby appeal to the Governing Board for a review of this housing grievance (Level II).

Date of Response: _____

Signature of Grievant

HOUSING GRIEVANCES

LEVEL III (Final Action)

FORM E

REVIEW BY GOVERNING BOARD

GRIEVANT: _____

DATE OF INITIAL WRITTEN GRIEVANCE: _____

The attached grievance is hereby appealed to the Governing Board for a review.

DETAILED REASONS FOR NON-ACCEPTANCE OF GRIEVANCE DECISION AT LEVEL II AND ANY RELIEF SOUGHT:

DATE APPEAL RECEIVED BY GOVERNING BOARD: _____

BOARD RESPONSE [TO BE COMPLETED WITHIN FIFTEEN (15) WORKING DAYS OF REVIEW OF THE APPEAL.]:

Date of Response: _____

Signature of Governing Board President



**Shonto Preparatory School
Housing Department
P.O. Box 7900, E. Highway 98
Shonto, Arizona 86054
(928) 672-3515**

**LEASE ADDENDUM
FOR A DRUG AND ALCOHOL FREE HOME
2018-2019
Part I**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease,

Shonto Preparatory School (SPS) and Occupant (_____) agree as follows:

Print Name

**Tenant's
Initials**

- _____ 1. Occupant, any member of the Occupant's household, or a guest or other person under the Occupant's control, shall not engage in any criminal activity, including drug-related criminal activity and intoxicating liquor-related criminal activity, and any other substance used to induce intoxication behavior, ex. Hairspray, bath salts, mouthwash, OTC medication, etc. on or near said Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]). "Intoxicating liquor-related criminal activity," means the intentional or knowing possession, or transportation of any beer, wine, whiskey or any other beverage which produces intoxication, and such alcoholic beverage is intended for personal use, delivery, or public intoxication (as defined in the Navajo Nation Criminal Code, Title 17, Navajo Nation Code, Section 410, 411 and section 488).

- _____ 2. Occupant, any member of the Occupant's household, or guest or other person in the Occupant's control, shall not engage in any act intended to facilitate in criminal activity, including drug-related, intoxicating liquor-related criminal activities, and public nuisance on or near the Premises.

- _____ 3. Occupant, or any member of the Occupant's household, will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related and intoxicating liquor-related criminal activities, regardless of whether the individual engaging in such activity is a member of Occupant's household or guest.

- _____ 4. Occupant, or any member of Occupant's household, will not engage in the manufacture, sale or distribution of illegal drugs or intoxicating liquor on or near the Premises.
- _____ 5. Occupant, any member of Occupant's household or other persons under the Occupant's control, shall not engage in acts of violence or threats of violence,
- _____ 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this Lease Addendum shall be deemed a serious violation and a material and irreparable noncompliance with the Lease. It is understood and agreed that a single violation shall be, as provided by law although proof of violation may not require criminal conviction, a preponderance of evidence will suffice.
- _____ 7. In case of conflict between the provision of this Lease Addendum and any other provisions of the Lease, the provisions of this Lease Addendum shall govern.
- _____ 8. This Addendum is incorporated into the Lease, executed or renewed this day between SPS and Occupant.

Jason Secakuku, Director of Support Services

Date

OCCUPANT SIGNATURE

Date

Printed Name

Rental Unit No.



**Shonto Preparatory School
Housing Department
P.O. Box 7900, E. Highway 98
Shonto, Arizona 86054
(928) 672-3515**

**PET ADDENDUM
2018-2019
Part II**

OCCUPANT/TENANT NAME: _____
Rental No.: _____

_____ I HEREBY ACKNOWLEDGE the fact that I do not have any pets, nor do I intend to have any residing at the above described Premises unless prior written authorization is granted from Shonto Preparatory School ("SPS").

In an effort to help alleviate the number of dogs and cats running loose on SPS campus, the following policy has been adopted for all pet owners. Residents are permitted to have two pet at their housing unit, but must pay a "pet fee" of \$50.00 per animal. Each annual contract year requires tenants to declare how many dogs or cats they have. For example, a tenant with one cat and one dog would have to pay a fee of \$100.00. These pet charges can be paid up front or spread over a ten month period. However, pets such as fish or birds which are kept in a cage or aquarium are exempt from the limitation.

Tenants shall complete a pet registration form and attach 2 photos of their pets with the applications. 1 photo will be of the animals face and another will be a side shot of the animal. These photos will be inserted into a binder and used to identify ownership of the any pets reported loose or unattended.

_____ In connection with that certain Lease Agreement, dated _____, for Premise Rental No. _____, and subject to conditions stated therein, SPS hereby grants permission for Occupant to keep in Occupant's dwelling unit only the **two** pets described below and only upon the following terms and conditions:

1. The first pet is _____ breed and physical identifying characteristics generally describe the pet: _____. No additional or different pet is authorized under this Pet Addendum.
2. The second pet is _____ breed and physical identifying characteristics generally describe the pet: _____. No additional or different pet is authorized under this Pet Addendum.
3. Occupant verifies that the above-described pet has been properly licensed and inoculated as required by **Navajo** law and Occupant agrees to maintain such licensing and inoculation of the pet and to promptly furnish SPS with evidence thereof upon request.

4. The pet shall be kept on a leash, at all times when outside the Rental Unit. Occupant shall collect and remove all pet defecation from the grounds of the Premise's area. Pets **shall only be** allowed in any common areas or recreational areas or facilities **if on a leash.**

5. Occupant shall ensure that the pet does not at any time disturb any other occupant on the Premises, nor damage any property located at the Premises. If, in SPS Director of Support Services' sole opinion and discretion, the pet has disturbed any other occupant or has caused or is causing damage to the Premises, the Occupant shall permanently remove the pet from the Premises within ten (10) days after written request is issued by SPS. Occupant's payment for damage caused by the pet shall not entitle the Occupant to keep the pet. Occupant's failure to damage caused by the pet as provided above, or failure to comply with all other terms of this Pet Addendum, shall result in permanent removal of the animal from campus.

I understand and agree that my pet is my responsibility. I cannot hold Shonto Preparatory School liable for a faulty leash or fence, which might allow my pet to get free.

6. Except for the pet(s) described above, Occupant shall not keep any additional pets on the Premises area without SPS Director of Support Services' prior approval of an additional Pet Addendum.

7. **Operations personnel will occasionally pick-up pets that are not contained according to the Navajo Animal Control Law. Pets will be held in a secured area for at least 24 hrs. Pets can be reclaimed for an amount of \$ 50.00 payable with a money order or payroll deduction. Pets not claimed within the minimum of 24 hour period will be transported to the Navajo Animal Control Center for their disposition.**

Jason Secakuku, Director of Support Services

Date

OCCUPANT SIGNATURE

Date

Printed Name

Rental Unit No.



**Shonto Preparatory School
Housing Department
P.O. Box 7900, E. Highway 98
Shonto, Arizona 86054
(928) 672-3515**

PET REGISTRATION

OWNER INFORMATION:

NAME: _____ PHONE#: _____
MAILING ADDRESS: _____ QTR #: _____
CITY: _____ STATE: _____ ZIP CODE: _____

PET INFORMATION:

ANIMAL BREED: _____ COLOR: _____
ANIMAL NAME: _____
NN LICENSE# _____ MIC#: _____
RABIES TAG #: _____ ID TAG#: _____
DATE VACCINATED: _____ VACCINE EXPIRATION DATE: _____

ANIMAL BREED: _____ COLOR: _____
ANIMAL NAME: _____
NN LICENSE# _____ MIC#: _____
RABIES TAG #: _____ ID TAG#: _____
DATE VACCINATED: _____ VACCINE EXPIRATION DATE: _____

OWNER AGREEMENT:

I, _____ hereby agree to obey all Animal Control Laws and keep my pet on a leash, confined or restrained at all times. In the event the Navajo Nation Animal Control Officers impound my pet for running at-large, or attacking another person, it will be picked up and held at the N.N. Animal Control office until owner is notified, thus causing no further injuries.

Print Name: _____

Owner Signatures: _____ Date: _____

Please provide a picture of your animal



**Shonto Preparatory School
Housing Department
P.O. Box 7900, E. Highway 98
Shonto, Arizona 86054
(928) 672-3515**

**RENTAL AGREEMENT
2018-2019**

OCCUPANT/TENANT NAME: _____ SS#:xxx-xx-_____

Rental No.: _____ PAYMENT METHOD: Payroll Deduction (non-employees see #4 for rent)

Rental Type/Number of Bedrooms: _____ Apartment, 1 Bedroom
 _____ House, 2 Bedrooms
 _____ House, 3 Bedrooms

BILLING ADDRESS: _____ State: _____ Zip code: _____

Home Phone Number: _____ Cell Phone Number: _____

**Tenant's
Initials**

_____ 1. **Parties:** This lease is between Landlord, herein referred to as Shonto Preparatory School ("SPS") and Occupant/Tenant, herein referred to as "Occupant". SPS hereby leases to the above-named Occupant Rental House No. (the "Premises") described above. The term in this Rental Agreement ("Agreement") refers to all residents listed in this Agreement, unless otherwise stated in Paragraph 2.

_____ 2. **Occupants:** Occupant will occupy the premises and (list all other adults and minors):

List Name of all Occupant(s) and list ages:	

- No other Occupants are permitted except occasionally short-term (2 weeks) guest, unless authorized in writing by SPS Director of Support Services or Superintendent.

_____ 3. **Lease Term:** The initial term of this Agreement shall begin on the 1st day of, July 2018, and shall end the 30th day of June 2019. Tenancy shall end upon expiration of Occupant's employment at SPS, unless previously terminated. Tenant shall have thirty (30) days to vacate the Premises. If there are multiple residents, written notice to the primary tenant will apply to all occupants of the house.

- _____ 4. **Occupant understands that he/she must vacate the Premises if a certified teacher requires housing. (This is for non-essential employees or school employees who have their own housing within 30 miles of the school site.)**
- _____ 5. **Rent:** Occupant agrees to pay total Lease Term rent for the said Premises in the amount of \$_____. Since, you elected to pay your rent with 20 payroll deduction your bi-weekly rent deductions will be \$_____. Bi-weekly rent shall be defined and set by SPS Housing Committee and approved by Shonto Board of Education. See attached Rental Rates. (Rent payments for non-employee tenants are due on the first day of each month through payroll deductions, money order or automatic deductions arrangement with their bank.)
- _____ 6. **Move Out:** At least thirty (30) days written notice, if intent to move out, must be given to SPS Director of Support Services. Occupant's move-out notice will terminate this Agreement after 30 days after the last rental payment is deducted from pay. Verbal move-out notice is not sufficient under any circumstances.
- _____ 7. **Security Deposit:**
- d. Prior to move-in, all employee tenants shall pay a \$300.00 security deposit and non-employee tenants shall pay a security deposit of \$500.00. If applicable, tenants shall also pay a pet fee of \$50.00 per pet prior to move-in. Employee tenants have the option of authorizing a payroll deduction for the security deposit and the pet fee (if applicable) in lieu of making these payment prior to move-in. The Payroll Deduction Authorization must be submitted in writing the SPS Housing Manager prior to move-in. The security deposit may be refunded upon inspection and no major damage is evident. The pet fee is non-refundable. Security deposits may be refundable, after lawful deductions have been made, if the conditions of the rental agreement have been met. Damages and cleaning charges shall be assessed and offset against the security deposits upon "surrender" which shall be the earliest of the following dates: (1) when all keys have been turned in; (2) when the move-out date has expired and all tenants/occupants have vacated the premises; or (3) when all tenants/occupants have permanently moved out. The balance of the security and/or pet deposit, if any, and an itemized accounting of any deductions will be mailed to the tenant no later than fourteen (14) days after surrender. Tenants must notify NTUA to disconnect electricity.
- _____ 8. **Utilities:** The following utilities are provided: water, sewage, propane (gas), and trash bin services. Tenants will conserve utility usage when appropriate.
- The following utility **is not** provided: electricity. It is the Occupant's responsibility to request electrical service from the Navajo Tribal Utility Authority (NTUA). The Occupant has three (3) days from the beginning of the initial term of this Agreement in which to contact NTUA to request services. All occupied houses will have electricity hooked up while the home is occupied.
- _____ 9. **Keys:** Two (2) key for each exterior door will be furnished. A charge of \$50.00 will be assessed for replacement of lost keys. Locks shall not be changed by the tenant. Tenant shall return all keys to the Support Services Office prior to vacating the premises or approval of the final salary clearance. In regards to lost key/key escorts, any resident that needs help to gain entry into their home, will be afforded a one-time "assistance visit" from Security at no charge. Any additional requests for help will result in a charge of \$25.00 per visit. Only one extra key may be obtained for a \$50.00 non-refundable

prepaid fee. This request must be made in written form and approved by the Director of Support Services.

10. **Eviction:** Occupant may be evicted by SPS for: (1) breach of this Agreement, (2) refusal to sign this or subsequent Rental Agreements, (3) termination of this Agreement, (4) for being a serious threat to the public health, safety and welfare, (5) for possession of any drugs (non-prescription) or an amount of personal use of intoxicating-liquor manufactured, sold, distributed or used on or near the Premises. Food sales are permitted with prior approval from Director of Support Services and only two (2) food sales per month per household. Food sale requires Food Handlers permit. **Soliciting inside the school is prohibited.**

11. **No Subletting:** The Premises shall be used exclusively for employee residence purposes only, under penalty of forfeiture and damages. The Premises shall not be assigned, sublet, replaced or changed by Occupant in whole or in part, nor shall any business be conducted on the Premises unless authorized in writing by SPS or its designated representative. When SPS administration is made aware of possible subletting inquiry with the tenant will be initiated by the Superintendent

12. **Premises:** Occupant shall keep the Premises in a clean and safe (**including mowing lawns, shoveling walks and driveways, clean curve gutter and cutting branches**) condition and in good repair at all times. Upon vacating, Occupant will leave the quarters, including appliances and furnishings, in a clean and orderly condition. Upon occupancy and vacancy, a Quarters Occupancy/Vacancy Inspection Report will be conducted and signed by Occupant and SPS or a designated representative of SPS.

- a) Residents are responsible for maintaining their lawns from May through October including mowing, watering, and leaf removal. It is encouraged that there be grass on the front lawn of each unit for presentable appearance.
- b) Residents are to remove any non-operating vehicles from their housing unit within 30 days of written notice. Failure to comply will result in towing at tenants expense.
- c) **Residents cannot park on front lawn.** Any vehicles seen parked on lawn will result in a warning for the first incident. There will be a \$25 fine for each subsequent violation. Residents are encourage to park on the side of the house.
- d) There are to be no horse trailers, camper tops, or boats parked on the premises. **Renters may relocate such property to the back of the house** or to the area behind the bullpen.
- e) **No livestock feed on premises.** Tenants are not permitted to build or use any types of livestock fences with farm animals, hay or feed within the housing area. Likewise, there are to be no farm animals, or storage for hay or feed kept in the housing area.
- f) Residents and visitors who park on the side of the streets, SPS will not be responsible for any damages to the vehicle.
- g) There are to be no pets in housing other than normal "household" pets. Pets other than dogs, cats, fish or birds must be approved in advance by the Director of Support Services (chickens, ferret, iguana, hedgehog, rabbits, turtles, tortoise, tarantula, etc.) Failure to abide by the rules will result in a \$25 fine for the first month and \$50 a month assessment thereafter. (Refer to Paragraph #21 and pet addendum) However, pets such as fish or birds which are kept in a cage or aquarium are exempt from the limitation.
- h) **Water Hauling.**
 - a) Tenants may haul water for personal livestock needs with prior approval from the superintendent and / or Director of Support Services for a nominal fee of \$0.15 per gallon.

- b) Tenants that do not have prior approval will be subject to **escalating fines of \$75, \$150, \$300, and termination of lease**. Security will be monitoring with a ticket book. Tenants are given an opportunity to provide a self-disclosure to the Support Service Director or the Superintendent.
- i) No butchering. Tenants will not butcher livestock on campus. No dumping of livestock entrails is allowed.
- j) Commercial storage buildings. Prior approval from the Director of Support Services for placement of commercial storage buildings is necessary. See reference 11 below for guidance. (Graceland Portable Buildings, Bleeker Boxes, Pods, etc.)

_____ 13. **Repairs:** Occupant shall notify SPS or its designated representative of all maintenance needs, repairs and services in writing, except in an emergency when telephone calls will be accepted. SPS shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance, which require such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, Occupants shall notify SPS or its designated representative immediately. Tenants will submit School Dude work order for repairs. SPS shall act with diligence in making repairs; and the lease shall continue and rent shall not abate during such periods. If fire or catastrophic damages to the premises occur SPS administration will attempt to provide interim housing until repairs are completed.

Occupant may make minor repairs (change lightbulbs, tripped electrical switches, minor sewer backups, clogged drains, Navajo White paint touchups, etc.)

Occupant shall make no repairs, alterations, improvements or additions to the Premises, unless authorized in advance, in writing, by the SPS. All alterations, improvements or additions so authorized and made shall become and remain the property (including fences) of SPS at the expiration of this Agreement. Pre-made buildings require authorization before delivery by Superintendent or Director of Support Services.

Residents may not plant trees, install fences, design lawn alterations, or dramatically alter the appearance of their rental property **without first reviewing the plans** with the Director of Support Services and receiving his or her approval in writing. If written approval is not obtained tenant must remove alterations.

_____ 14. **Holdover:** If Occupant holds over and fails to vacate on or before the required move-out date (i.e. the end of the lease term or renewal period after proper move-out or vacate notice has been given under Paragraph 3 and 5, or a different move-out date agreed to by the parties in writing), Occupant shall be liable to pay rents for the hold over period and to indemnify SPS and /or prospective residents for damages (such as lost rentals for SPS and restaurant, travel, lodging and furniture storage expenses for the new resident); and at SPS's option, SPS may extend the lease term for up to one month from date of notice of lease extension by delivering written notice to Occupant or Occupant's Premises while Occupant is still holding over. Holdover rents shall be due in advance on a daily basis and be delinquent without notice or demands. 60 days passed the 30 day still requires rent payment.

_____ 15. **Absences from Premises:** Occupant shall be charged normal rent, in accordance with paragraph 4, for the Premises during temporary absences, unless the Premises are temporarily assigned to another paying Tenant during absence of Occupant with the written authorization of SPS or its designated representative.

- _____ 16. **Abandonment:** The Premises may be deemed as abandoned if 1) Occupant appears to have moved out, in SPS's reasonable judgment, and 2) either the move-out date has passed or no one has been in the Premises for seven (7) consecutive days while the rent is due and unpaid. Property removed from an abandoned premise may be deemed as abandoned if it is worthless in SPS's reasonable judgment.
- _____ 17. **Sale or Disposition:** Occupant expressly authorizes SPS to dispose of abandoned property and property left on the Premises by Occupant after the tenancy has terminated, in any manner SPS deems fit, where SPS reasonably determines that the value of said property is so low that the cost of moving, storing and conducting a public sale exceeds the amount that would be realized from the sale. Occupant holds SPS harmless for loss of property and/or value of said property disposed under these circumstances. All other property may be sold or disposed of pursuant to this Agreement. Any sale under this Agreement shall take place only after thirty (30) days written notice of date, time and place, time, and place of sale is sent by regular mail or by certified mailed, return receipt requested, to resident's last known address. The notice of sale shall itemized the amounts owed by Occupant to SPS and the name, address and phone number of the person to contact regarding the sale, the amount owed, and the resident's right to redeem the property. Sale may be public or private and shall be subject to any third party landlord or lien claims. Sale shall be to the highest cash bidder; proceeds of which shall be credited first to delinquent rents and then to reasonable packing, removal, storage and sale expense; and the surplus (if any) shall be mailed to the Occupant at the Occupant's last known address within thirty (30) days after sale.
- _____ 18. **Use and Occupancy:** Occupant shall use and occupy the Premises and control his/her family and guests in such a manner as not to interfere with SPS operations at SPS and SPS's housing facilities and common areas. Occupant shall use and occupy the Premises and control his/her family and guests in such a manner as not to jeopardize any SPS's staff and students' health, safety, and welfare. Dependent upon the egregious nature of the act the tenant may be subject to termination of lease. Activities will be addressed on a case-by – case basis by the superintendent and Director of Support Services.
- _____ 19. **Access to Premises:** SPS will maintain the Premises and a designated representative of SPS shall have free access to the Premises at all reasonable hours with prior, twenty-four (24) hour, written notice to the Occupant for the purpose of examining the same and to make repairs or alterations, except for emergency situations. BIA regulations require semi- annual inspections.
- _____ 20. **Damage and Repair:** Any damage to the Premises resulting from neglect of the Occupant; except reasonable wear and tear, shall be repaired by Occupant in accordance with Paragraph 11 above. Occupant shall pay for any repairs so often to be made by SPS to SPS by money order or payroll deduction within fourteen (14) days of the repair. Payment can be made by money order or credit/debit card.
- _____ 21. **Insurance:** Occupant is responsible for and **strongly urged** to obtain and maintain renter's insurance to insure the Renter's property against fire, accidents and other damage.
- _____ 22. **Liability:** SPS will not be liable to any resident, guest or Occupant for damages or loss to person or property caused by other persons, including burglary, assault, vandalism or other crimes.

_____23. **Pets:** In an effort to help alleviate the number of dogs and cats running loose on SPS campus, the following policy has been adopted for all pet owners. Residents are permitted to have two pet at their housing unit, but must pay a “pet fee” of \$50.00 per animal. Each annual contract year requires tenants to declare how many dogs or cats they have. For example, a tenant with one cat and one dog would have to pay a fee of \$100.00. These pet charges can be paid up front or spread over a ten month period. However, pets such as fish or birds which are kept in a cage or aquarium are exempt from the limitation.

Tenants shall complete a pet registration form and attach 2 photos of their pets with the applications. 1 photo will be of the animals face and another will be a side shot of the animal. These photos will be inserted into a binder and used to identify ownership of the any pets reported loose or unattended.

All pets shall be registered with Support Services Director who will issue written approval. Pets include mammals, reptiles, birds, fish, rodents and insects, including non-pet animals used in trade or profession. Violation of the foregoing by Occupant’s guest or by Occupant, with or without Occupant’s knowledge or permission, will subject Occupant to damages and eviction in accordance with Paragraph 8.

Dogs shall be kept under control. The dog must be chained or maintained in the fenced area at all times or the tenant will be directed to remove the dog from the premises. Failure or refusal of the tenant to comply will result in eviction. If the dog is creating a noise nuisance and there is reasonable ground for a complaint, the owner must resolve the issue by relocating the dog to a different location or removing the dog from the property. Please refer to Navajo Nation Ordinance.

_____24. **General:** This Lease Agreement is the entire agreement between the parties. SPS’s representative does not have authority to waive, amend, or terminate this Lease Agreement or any part of it, except in writing.

_____25. **Campus Traffic Regulations:** Follow all signs and speed limits on campus and school zones. Do not place advertisements on traffic signs. See housing policy 14.e.A and B.

_____26. **Access to Housing Unit:** In response to emergencies, the SPS Security/First Responder, Administrator on Duty or the Superintendent may enter the dwelling unit without the consent of the tenant or other occupants. Semi-annual Housing Inspections of the unit shall be performed by SPS personnel. Such inspections may be conducted in conjunction with annual furnace maintenance (Oct-Dec of each year). Tenants shall not prohibit entry into any part of the housing unit during inspection. Tenants that violate this section will be reported to the Director of Support Services and the Superintendent for the appropriate corrective measures.

Occupant Signature

Date

Printed Name