

# JOINT SCHOOL DISTRICT No. 365

BRUNEAU – GRAND VIEW

Rimrock Jr. Sr. High



District Housing

Policy 4035

## DISTRICT HOUSING - EMPLOYEE HOUSING

### **PREFACE**

The BGV District seeks to provide District housing for employees, as a means to attract and retain staff to the Bruneau, Grand View and Oreana areas. The purpose of District housing is to help staff procure affordable housing in the BGV community. The Board recognizes its limitations in providing an adequate number of homes for all its employees. It is not possible for the Board to consider all individual desires or preferences in providing housing. The District can provide only the basic housing needs and teachers must assume responsibility for their housing (*including lawn care and basic landscaping maintenance*). If the tenant fails to mow the lawn and keep the home in good condition, BGV staff will mow and the District will bill the tenant accordingly.

Any housing owned or contracted for by the School District, or any rental spaces provided for District owned or will be considered District housing, and will be operated according to District policy.

Occupancy of District housing shall be considered a privilege and not a right.

The Board considers all District housing a major capital investment, and an investment of this amount should generate enough revenue to maintain the District housing.

### **HOUSING ADMINISTRATOR**

For the purposes of this policy, the Housing Administrator is the Business Administrator.

### **HOUSING ACCOUNTANT**

A member of the Business Office staff will be designated to keep a record of all rent and fees assessed and paid and will be responsible to set up payroll deductions and make such adjustments as may be directed by others of the housing administration.

### **BUILDINGS AND GROUNDS DIRECTOR**

The buildings and grounds director has the responsibility to oversee and assign all maintenance work on District housing.

### **DISTRICT HOUSING ELIGIBILITY: PROFESSIONAL STAFF**

Housing units will be available to staff members who are assigned to the schools. Housing units may be rented to other staff members or contractors only if it is determined to be in the best interest of the district. Immediate family as referred to herein is meant to designate an employee, his/her spouse and their dependent children. The various-sized units are allocated on the basis of the size of the tenant's immediate family.

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## **GUESTS**

Guests are permitted in the homes, but the stay of such guests must be limited to reasonable, short-term visits with the tenants, not to exceed two weeks unless approved by BGV administration. Any person not designated as an immediate family member is considered to be a guest for purposes of this policy. Exceptions to the guest policy must receive the advance approval of administration.

## **ADMINISTRATOR HOUSING**

One home in each of the housing areas may be designated and reserved for an administrator, at the discretion of the School Board.

## **SELECTION OF TENANTS: PRIORITY AND ORDER OF ASSIGNMENT**

The priority for assigning personnel to District Housing shall be in the following order:

1. Certified employees shall have first priority in any housing assignment.
2. If there are vacant homes available after the first priority is met, housing will be available to all employees.
3. Housing needs will then be the determining factor as determined by the Superintendent or designated administrator.

The size of the family and the ages of the children will be considered in assigning housing, with consideration being given to larger families to larger homes/accommodations. Family size means members of the immediate family only.

Larger vacant housing cannot be assigned to smaller families until after all certified positions for the year are staffed and hired, and all staffing needs are determined for the year.

## **HOUSE TRANSFER**

A family may be asked to move to another home if, in the judgment of the Superintendent, the needs of the District can be better satisfied by such a move, for example:

- A small family living in a large home may be asked to move to a smaller home to permit a large family to move into the larger home.
- A tenant may request to move to other District housing. The request will be considered on the same criteria as for the initial assigning of homes.

## **EMPLOYEE HOUSING STANDARD PROCEDURES: APPLICATION**

The intent of this policy is to provide a secure commitment to the tenant for housing. The only homes considered available will be vacant units. Available housing units will be announced by the housing agent by announcing the vacancy via school email. Upon note of a vacancy, any employee working in the housing area may make an application to school administration.

## **SECURITY DEPOSIT**

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A security deposit will be required of all tenants. The security deposit may be a payroll deduction for employees. Monies paid as a security deposit will be held by the District Office until the tenant terminates from the District housing at which time any charges assessed because of breakage, cleaning, or damages, will be deducted from this deposit.

## **RENTERS INSURANCE**

District insurance does not cover loss of personal belongings due to fire or other events that may cause personal loss. Tenants are encouraged to secure personal fire and other loss insurance which should also include renter's personal liability coverage.

## **RENTAL PAYMENT RATES**

Renters who are District employees may be required to sign a release for the District Office to deduct rent payments from their monthly payroll checks. They must also agree to an annual review of the District need for the house. Any District employee renter must have enough monthly salary to allow for full rent deduction.

Rental rates will be established for each of the housing areas by the School Board. An increase in the rental schedule may occur annually as approved by the School Board.

Rental charges for non-employees are payable to the District Office each month. *Non-district* renters (not employees of BGV) are required to pay the security deposit and the first and last months rent in advance. Each month shall be considered as having 30 days for the purpose of computation. All rental rates shall apply year round.

## **DELINQUENT PAYMENTS**

Monthly rental charges are payable in advance and are due on the first of each month. Accounts become delinquent when not paid within ten (10) days after the due date. Delinquent rent may be a cause for eviction from District housing. A 5% penalty fee for delinquent rent payments will be charged. All unpaid fees and charges will be deducted from the employee's final check for that fiscal year.

## **UTILITIES**

All utility payments will be the total responsibility of the tenant. Tenants may be charged a utilities fee for all utilities provided by the District. Unpaid utility bills left by the tenant will be deducted from the employees pay check.

## **KEYS AND LOCKS**

Keys may be obtained from school administration. If a key is lost, another key may be obtained. A replacement fee will be assessed for all lost keys. Tenants shall not install or change locks on District owned housing.

## **PHONES**

Each tenant is responsible for obtaining their own telephone, if desired.

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## **TERMINATIONS**

All renters must vacate their District house within 15 days after their contract has been terminated. An employee planning to leave District housing to accept employment elsewhere should notify the Housing Agent at least 15 days prior to their departure. If tenants do not intend to accept a contract for the coming year, they will be expected to terminate their housing agreement and completely vacate the home no later than 15 days after their last contract day with the school district.

On the date of involuntary termination, an occupant must immediately make plans to move their family and personal property from any District unit within 15 calendar days. All housing units must be left in the same state of cleanliness in which they are received—that is, all appliances, walls, and floors must be left in an orderly, clean condition. Failure to leave the unit in such condition will result in cleaning charges being levied.

## **SATELLITE DISH INSTALLATIONS**

Any permanent satellite dish installation done by the tenant must receive the advance approval of the Housing Maintenance staff. Rental dishes are allowed; installation must receive the advance approval of the Housing Maintenance staff.

## **PET OWNERSHIP IN DISTRICT HOUSING**

Tenants of the BGV District housing may own and/or maintain in their housing unit household pets, subject to the following pet ownership and maintenance policy. The District reserves the right to make changes to this policy as circumstances warrant and to notify each tenant accordingly.

The District's housing administrator is granted the authority to monitor and enforce the pet ownership and maintenance policy. Violations of the pet ownership policy may lead to revocation of a tenant's renting privileges.

A tenant must obtain pre-authorization to keep a pet in any District housing unit in accordance with the terms of this policy. Tenants may own or have no more than two pets in their housing unit. Any animal not meeting the definition of a "pet" in this policy shall not be permitted.

A fee will be charged for each pet.

## **DEFINITION**

"Pets" mean the following domesticated, common household animals, and no others: cats, dogs, birds, turtles and fish. Dogs and cats must've their vaccinations are up to date.

## **APPLICATION**

Prior to housing any pet in a housing unit owned/or operated by the BGV School District, a tenant shall apply for and receive an approved permit to do so. The application must be

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accompanied by the following:

- A full pet charge of \$100.00 (per household) will be charged for pets to reside in the home. This charge is non-refundable. For damages exceeding the pet charge amount, the household shall be responsible to reimburse BGVSD for those costs - if not paid, these will be deducted from the employees final paycheck.

## **REVOKING PET OWNERSHIP**

Maintaining a pet in a facility owned and/or operated by the District shall be subject to the rules and restrictions set forth in District policy and the Tenant's rental agreement. The Tenant's pet ownership may be revoked at any time, due to any of the following reasons:

- The housing administrator determines that the pet is not properly cared for.
- The pet presents a threat to the safety and security of other tenants, students, staff, contractors and others on the premises.
- The pet is destructive or causes an infestation.
- The pet disturbs other tenants for reasons including but not limited to noise, odor, cleanliness, sanitation, etc.
- A written recommendation from the onsite housing administrator indicating a demonstrated lack of cooperation and responsibility in maintaining a pet.
- Other violations of rules and restrictions as outlined in District policy and/or the tenant's rental agreement.

## **RULES**

All tenants allowed to keep a pet shall comply with the following rules:

- No pet may be kept in violation of state law or local ordinances with respect to humane treatment or health.
- If pets are left unattended for a period of twenty-four (24) hours or longer, the Management may enter the dwelling unit to remove the pet. BGVSD accepts no responsibility for the animal under such circumstances.
- No animal shall be kept, raised, or bred for any commercial purpose.
- Dogs must wear identification tags specifying resident's name and housing unit number.
- Vicious and/or intimidating breeds of dogs or animals with a history of attack or aggressive behavior towards other animals or people will not be allowed.
- The tenant shall have pets restrained, as needed, so that maintenance can be performed in the housing unit. The tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. The District shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.
- Tenants shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms "disturb", "interfere", and "diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.
- Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- Tenants are responsible for cleaning up waste from their pet both inside and outside the dwelling unit and on facility grounds. Waste must be disposed of by being placed in a sealed plastic bag and then placed in a trash container outside of the building. At no time is pet waste washed down any drains or flushed down any toilets.

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- Tenants are responsible for damages caused by their pets that are beyond normal replacement of floor coverings and fumigation.
- The housing administrator may designate specific units where pet owners must live and may direct such moves as may be necessary to establish such areas. The areas may be adjusted and the housing administrator may direct such additional moves as may be necessary to meet changing needs. The housing administrator shall provide adequate written notification to tenant should any designation be made. Tenant agrees to comply with the District's request to move pursuant to this paragraph.

## **VIOLATION OF RULES**

Violation of these rules may be grounds for removal of the pet or termination of the tenant's tenancy or both.

## **EMPLOYEE HOUSING MAINTENANCE: GENERAL**

Requests for repair or replacement are to be submitted to the Housing Agent. The tenant will be expected to take certain precautionary measures to prevent serious maintenance problems. Any damage to District housing caused by tenants or negligence by tenants will result in charges being levied.

## **PAINTING**

No painting, paper hanging or installing of contact paper is to be done without advance approval of the housing maintenance staff. When, in the judgment of the Housing Agent, a unit needs painting a request shall be submitted to the buildings and grounds director who will schedule the painting on a priority basis and as funds allow.

## **WOOD-BURNING STOVES**

Tenants shall not install wood-burning stoves in the units.

## **GROUNDS AND YARDS**

Cars, trailers, trucks, etc., are not to be driven over the lawn areas at any time. Any planting or fencing done by the tenant must receive the advance approval of the Housing Agent and will be considered as a permanent improvement which is to remain as part of the property. Tenants are not allowed to store inoperable vehicles, tires and vehicle parts, any type of machinery, discarded or unused appliances or otherwise clutter any School District property with any personal items. Vehicles not licensed or vehicles not in an operable condition for more than three (3) months may not be stored on District housing property or parking lots and must be removed. If the tenant wished to park and RV or trailer on grounds, this approval must be granted in advance by school administration.

## **REMODELING**

Remodeling of District housing must have prior approval of the Housing Agent.

## **HOUSING STANDARDS**

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Respect for property and personal rights is essential.

Tenants will be expected to abide by the following rules established for District housing.

1. Tenants shall use District housing as a residence only. For purposes of this housing policy, a "residence" shall be defined as a space to be used primarily for living space and not for commercial or industrial purposes.
2. Tenants will provide reasonable care of house, yard and fixtures.
3. The District shall have the right to inspect housing units to determine maintenance and care, after giving proper notification.
4. Tenant's failure to maintain housing adequately will constitute grounds for eviction for District housing.

## **VIOLATION OF RULES**

A tenant may be asked to move for a violation of housing rules. Such a request to vacate shall be made in writing, and only after prior notification explaining the problem has been given.

## **DISTRICT HOUSING TENANT GRIEVANCE PROCESS**

It is acknowledged that certain complaints or minor irritations may develop where employees are involved in a decision-making process. It is expected, however, that in most instances the employees of the District will be able to meet and solve these problems by adhering to a professional code of ethics and maintaining friendly relationships among their associates.

In the event that a problem arises which cannot be, or is not, solved satisfactorily, the aggrieved employee is encouraged to present this problem or complaint to the Housing Agent. The Housing Agent shall use all means at their disposal to settle such problems in a fair and equitable manner to all parties concerned.

All school employees have the right to appeal to the Board after having had their complaints reviewed by the Superintendent. The Superintendent shall arrange such an appeal with the Board. The aggrieved person may have another person or persons accompany them and testify in their behalf if they desire. After such a hearing, the decision of the Board shall be final.

## **Policy History**

Adopted on: September 11, 2018

Revised on: \_\_\_\_\_