

7.17 DISTRICT RESIDENTIAL HOUSING

In recognition of the fact that the District is predominantly a rural, agricultural area and does not contain, nor is it located in the proximity of a metropolitan setting, and as a result of the rural isolation of the schools within the District, housing for staff is not readily available. The District has made an effort to provide such housing in those areas where none may be available or appropriate for school staff. The following policies relate to the assignment of District housing to staff members requesting the same, establishment of rules regarding terms and conditions of leases for these housing units and is designed to attempt to satisfy the needs of employees, while at the same time considering the immediate and long-term benefits of such housing assignments to the District and its students.

CRITERIA FOR DISTRICT-OWNED HOUSING

1. District housing unit or lot is defined as those living quarters and lots, which are owned, leased, or rented by the District and which are made available as housing units. Such units will include a variety of types of living quarters, including but not limited to mobile homes, apartments, utility apartments that may be attached to an education facility, and houses.
2. All lots are reserved for District owned housing only.
3. All district housing units shall be only for Oglala Lakota County School District employee and the employee's immediate family.
4. Housing units shall be assigned on a priority basis whereby certified staff shall have the first opportunity to lease available housing units. If no certified personnel have requested housing, available housing units may be leased to Administrators or other school district personnel. Rental agreements for administrators or other school district personnel will be for one year only.
5. Housing assignments shall be determined by a Housing Committee which shall be composed of the Superintendent, Business Manager, Human Resources, Facilities Director, **Project Director**, and Principal of the school nearest the housing site. Assignments shall be based upon housing requests as submitted by prospective lessees.
6. Housing assignments shall be made for a one (1) year period, which shall coincide with the District fiscal year, with all housing leases to be reviewed and renewed as appropriate on an annual basis, depending upon certified teacher needs. All tenants must have on file a current signed lease provided by the District.
7. Lease rates, ~~including consideration of utility payments, furnishings to be provided by the District~~, and improvements in the housing/lot units, shall be determined by the Board, with all lease rates remaining fixed for the term of the lease agreement. **Lease rates do not include utility payments which will be responsibility of the tenant.**
8. A completed application must be submitted for consideration. The application must include the ~~\$500.00~~ **\$750.00 Security** deposit.
9. Violation of housing policies may be considered in termination of employment.

10. No convicted or currently charged sex offender shall be permitted to live in or be present in District residential housing. The Housing Coordinator will review the sex offender lists monthly.

11. Tenants are not allowed to sublease their residence.

12. Tenants are required to report to the Housing Coordinator the names of all adults living in their assigned housing (temporary or permanently).

13. Unless specifically approved by the Board or Housing Coordinator in advance no guest may stay longer than two weeks.

14. Tenants are required to pay for their own propane and electricity for the unit. Lacreek Electric Cooperative will be used for electricity and Westco for propane.

15. Oglala Lakota County will cover the costs of garbage removal for tenants.

16. The Board reserves the right to immediately terminate lease agreements with any individual who knowingly and willingly abuses such housing assignment, damages or destroys property of the District, demonstrates willful misconduct while living on school premises, establishes a record of non-payment of utilities or other related housing expenses, or who may objectively be considered a bad risk as a lessee.

HOUSING POLICY REGULATIONS

In order to enable the administration to effectively administer the District policy related to housing assignments, the following regulations are established:

1. Effective ~~July 1, 2022~~ July 1, 2024, all district rentals will require a ~~\$500.00~~ \$750.00 security/cleaning deposit.

Current renters may choose to prorate the deposit over ~~5~~ 6 months.

2. Yard Care

a. The property around the housing/lot unit shall be maintained in a presentable fashion by the tenant. This will include lawn care, watering, and removal of undesirable trash or litter. As part of yard care and upkeep the tenant will keep the sidewalk and steps leading to the housing unit free and clear of ice and snow. This requirement is part of the consideration the tenant must provide for occupation of the unit.

b. Tenants may have up to (2) operable vehicles.

c. No inoperable vehicles shall be kept at the unit. The tenant is responsible to remove the vehicle or the vehicle will be removed at the tenant's expense.

3. Possession, Consumption or Distribution of Alcohol, Illegal drugs or Prescription Drugs Prohibited

a. Tenants are advised that possession, consumption or the distribution of alcohol on the Pine Ridge Indian Reservation is prohibited by the Tribal Code.

b. All illegal drugs including but not limited to methamphetamines are prohibited and may result in eviction. Reasonable suspicion of drug use will be turned over to authorities.

c. Misuse or distribution of prescription drugs may result in eviction. Reasonable suspicion of drug use will be turned over to authorities.

4. Smoking or Vaping on School Premises Prohibited

a. Smoking or vaping on school property by the tenant or guests is not allowed and may result in eviction.

5. Disturbances

a. Disturbances in housing areas which are the result of the actions of either the tenant or guests of the tenant may result in disciplinary action, including eviction.

6. Property Damage

a. As stipulated in the lease agreement, the care, cleaning, general housekeeping maintenance, and protection of leased property is the responsibility of the tenant.

The cost of damages to school property is also the responsibility of the tenant.

Damage to school property by guests of the tenant will also be considered the responsibility of the tenant. South Dakota law provides that intentional damage to property is a crime subject to sanctions.

7. ~~Pets Service Dog or Emotional Support Animal~~ Certified Service Dog

a. Only medically registered service or support animals are permitted. An initial \$350 deposit is required from all pet owners which shall be paid in addition to the required deposit and application fees.

b. Owners are responsible for all damage done by their service animal.

c. A monthly rental rate of \$25.00 for the service animal will be added to the rental agreement for the tenant. (i.e., in a kennel or on a leash.

d. All dogs listed under the OST Ordinance 07-39, Braedon's law will not be allowed. This specifically applies to any pit bull, Rottweiler, Doberman Pinscher, vicious dog, or any other vicious animal.

e. Any dogs found during inspection of the housing or property area will be subject to the pet deposit and monthly rental rate per animal.

f. A limit of one dog per unit will be enforced.

8. Inspections

a. Inspections will be conducted yearly by the Housing Coordinator and Housing Committee.

Unannounced inspections will also be conducted as needed. Oglala Lakota County School District will seek to provide prior notice before entering the home.

Photographs or videos may be taken when violations are discovered.

9. Prostitution or Illegal Activity

a. No illegal activities including but not limited to prostitution are permitted. The tenant is responsible for the actions of any guest. Disciplinary action as a result of the actions will be imposed on the tenant, including eviction.

10. Modifications to the Property

a. The tenant must get prior permission from the Housing Coordinator for any modifications to the property. The cost of any modification is the responsibility of the tenant. This would include both inside the residence and the yard.

■ Examples may include: painting, hanging decorations, installing permanent fixtures, modifying rooms, fencing, parking on the yard, or any other modification that changes the original property.

11. Rental Insurance

- a. Tenants are responsible to have Rental Insurance and will need to keep their policy current and on file with the Housing Coordinator.
- b. Failure to maintain rental insurance may result in disciplinary action including eviction.

PROCEDURES - CLEANLINESS & MAINTENANCE

It is the tenant's responsibility to keep the housing lot or unit clean and properly maintained.

This includes but is not limited to the following practices:

- Pick up after yourself
- Don't pour grease in drains (pour in glass or metal container and then throw away when cool)
- Keep food in containers or refrigerator
- Clean dishes and counters after each meal
- Clean bathrooms once a week
- Take out trash at least once a week
- Vacuum or sweep once a week
- Clean up any garbage around the house
- Keep window screens and door screens in place
- Keep the area outside the house clean and free of garbage and unwanted items.

PROCEDURES - SAFETY

1. Safety Alarms: Units are fitted with smoke detectors for your safety and in accordance with the law. Removal or disabling of these devices is forbidden. Please notify the Housing Coordinator if they are no longer working properly.
2. Be respectful of others in the house and area. Do not play music too loudly.
3. Be safe - lock doors and do not let strangers in the house.
4. Report all problems with the house or appliances as soon as possible to the Housing Coordinator.
5. If you have an emergency with your housing unit (i.e. water leaks, furnace malfunction, septic problems) please call _____ immediately!

Oglala Lakota County School District may terminate the lease upon ten days notice if the TENANT:

1. Has serious or repeated violations of the terms or conditions of the Lease
2. Violates any applicable Federal, Tribal, or local laws
3. Any activity engaged in by the TENANT, TENANT'S Household members or guests or other person under control of TENANT that threatens the health, safety, or right to peaceful enjoyment of the rentals by other employee residents
4. Criminal activities including drug-related criminal activity at or away from the home
5. The unit becomes uninhabitable or
6. Other Good cause

PROCEDURES - HOUSING CHECKOUT

1. Houses, trailers, and trailer lots will be rented to employees only and they will be required to leave the premises within 30 days of separation from employment.

2. Housing unit will be checked in accordance with the cleaning expectations listed below. The aim of the District is to provide clean and attractive living quarters for new tenants. We expect you to leave your unit in the condition you would like it to be when moving in.
3. Contact the Housing Coordinator at least 30 days before you are ready to move to arrange a checkout date and time. Be sure to allow enough time in your schedule to make any cleaning improvements that might be suggested by the Housing Coordinator unless your unit is clean enough to meet all cleaning expectations.
4. At the designated check-out time, the Housing Coordinator will check your housing unit in accordance with the Cleaning and Maintenance Expectations.
5. Rent payments will continue until the tenant has moved out and the unit has been inspected.
6. The return of the ~~\$500.00~~ \$750.00 Security/Cleaning Deposit will depend upon the condition of the unit at inspection.
 - a. A fully cleaned, no damage inspection may result in the full deposit being returned.
 - b. If cleaning or repairs are required for the unit, the deposit will be used to cover the costs and may result in no deposit return.

ATTACHMENT A-1
APPLICATION FOR OGLALA LAKOTA COUNTY SCHOOL DISTRICT
HOUSING

Full Name: _____ How long have you been an employee: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number(s): _____ Male Female
 Employment Position and location: _____
 Employment Classification: _____ Certified _____ Administration _____ Classified
 Preferred Location:
 _____ Batesland _____ Red Shirt _____ Rockyford _____ Wolf Creek/Lakota Tech

List all people who live in your household beginning with the Head of House
 (Lessor)

First Name	Last Name	Relationship	Date of Birth

*If more than six people will be in the home, please provide additional names and birthdates on a separate sheet.

YES NO	Are you or additional occupant(s) required to register as a sex offender in any state or currently charged as a sex offender?
YES NO	Are you or additional occupant(s) ever been arrested for a misdemeanor or felony?
YES NO	Are you able to remain in compliance of the Tribal Code Section 88.01 and Section 106.02. No use of alcohol or drugs?
YES NO	Do you have a registered service or support animal that will be residing with you on school premises? If approved, please supply a copy of the registration or documentation with deposit and lessee agreement.
YES NO	Do you have renter's insurance or intend to purchase rental insurance prior to moving in? Proof of insurance is required.
YES NO	I understand I will be responsible for my own electricity and propane costs for my unit.

Lessors are allowed to park (2) two operable vehicles. Please provide the make, model, color, and License Plate number for each vehicle.

Vehicle Make	Vehicle Model	Vehicle Color	License Plate Number

Please list (3) references that can be contacted to verify questions on applicant's character. All three will be called, please ensure phone numbers are in working order. Failure to contact references may result in delay of approval.

Name	Relationship	Working Phone Number

The Board reserves the right to immediately terminate Lease agreements with any individual who knowingly and willingly abuses such housing assignment, damages, or destroys property of the District, demonstrates willful misconduct while living on school premises or on the job. The housing committee has the right to recommend termination of lease.

If you are evicted based on housing rules within the Oglala Lakota County Residential Housing Policy 7.17, you will have 10 days to vacate the premises.

The lot and security/cleaning deposit **is** required prior to moving in ~~can be payroll deducted~~. Pet deposits and rent must be paid prior to moving in.

Application Certification Statement

I/We, certify that the information given to the Oglala Lakota County School District within this application is true and correct. I/We, understand that false statements or information is punishable and may result in eviction.

Signature

Date

ATTACHMENT A-2
Oglala Lakota County School District Policy Reference Manual (Code 7.17)
Oglala Lakota County Schools Residential Housing
LIVING QUARTERS LEASE

LEASE made this ____ day of _____, 20____, between Oglala Lakota County School District No. 65-1, hereinafter called LESSOR, and _____ hereinafter collectively called TENANT.

It is recognized that the TENANT may be employed by the LESSOR in the operation of the Oglala Lakota County Schools, and that since rental living quarters are not available in the immediate area, in order that the TENANT may have living quarters reasonably accessible to the place of employment, the LESSOR is making living quarters available to the TENANT on the following terms, and conditions.

It is recognized herein that the LESSOR has only a limited number of facilities available and that the family sizes and living requirements of the employees vary. In order to make maximum utilization of the living space that it has it may become necessary for the LESSOR to change and reassign living quarters during the school year. Accordingly, the unit rented hereunder is residential living space rather than a specified house, trailer, apartment, or lot and the living area herein assigned may be changed or re-designated during the lease period provided herein.

It is further agreed by and between the parties hereto that this Lease Agreement is entered into upon the following express terms and conditions.

1. DESCRIPTION OF LIVING SPACE INITIALLY ASSIGNED:

The TENANT specifically agrees to reassignment of TENANT'S living space if such action becomes necessary in the sole discretion of the LESSOR.

The LESSOR agrees to seek by all reasonable means to reassign TENANT only to living space adequate to meet the TENANT'S space requirements.

2. The TENANT is to pay as rent for the rented premises the sum of \$_____ per month, payable in advance on or before the 1st day of each month of this Lease Agreement, or to be deducted from the TENANT'S pay check. In addition, monthly rental may be adjusted if different living quarters are assigned during the lease period. It being recognized that there is an existing established rental charge for each unit and that the rental adjustment will be in accordance with such established rate.

3. The period of this Lease Agreement shall be for the 20____ - 20____ school year. This lease shall begin on the _____ day of _____ 20____, and terminate on the _____ day of _____ 20____: subject only to the fact that the TENANT may continue to occupy the premises for a period of fifteen days after the lease is terminated, rent to be paid for the actual time the premises are occupied.

4. It is recognized that the parties hereto have compiled a separate inventory of furniture, appliances, or household furnishings that are included with the rented unit, and an inventory of the condition of the premises at the beginning of occupancy, which said inventory list is hereby referred to and made a part hereof. The LESSOR will take photographs and video of the unit and maintain a file of the unit. The TENANT that the TENANT will take good care of the premises, furniture, fixtures, and appurtenances, and suffer no waste or injury thereto: that TENANT will either repair or defray the cost of repair to the leased premises, furniture, fixtures, and appurtenances, necessitated by the fault or negligence of the TENANT, the TENANT'S family, guest, or other invitees occupying the premises.

5. The TENANT has inspected the premises, and by renting of these premises does accept the risk inherent in such occupancy, and that the LESSOR shall not be liable for damage or injury to person or property occurring in or about the leased premises: and that the TENANT will save the LESSOR harmless for any liability arising from injury to person and property caused by an act or omission of the TENANT, or invitees.

6. The TENANT acknowledges that guests, other than children of TENANT are not allowed to reside in the premise for more than two (2) weeks during the lease term.

7. If, through no fault of either party, fire, storm or other casualty renders the living quarters uninhabitable during the period of this Lease Agreement, both parties shall be released and discharged from the terms and conditions of this Agreement, or any further liability in connection therewith.

8. If the TENANT defaults in the performance of any of the covenants or conditions herein including payment of rent, the LESSOR may give ten days of written notice thereof, and if such default has not been cured or the objectionable conduct stopped within said period, this Lease may be terminated and possession restored to the LESSOR.

9. The TENANT agrees to observe and comply with the reasonable rules and policies established by the Oglala Lakota County School Board concerning use and occupancy of the rented premises including but not limited to the check-out requirements as set forth in Board Policy 7.17 DISTRICT RESIDENTIAL HOUSING which is hereby incorporated herein.

10. The TENANT hereby consents and agrees that any moneys owed to the TENANTS for employment or otherwise may be withheld until all rents due hereunder have been paid and settlement has been made for any cleaning or damage to the premises, furniture, or fixtures.

11. It is recognized that this Lease is entered into in connection with the TENANT'S employment by the LESSOR, and that if such employment is terminated for any reason, TENANT will be deemed to have terminated this Lease Agreement and possession of the premises restored to the LESSOR within ten (10) days from termination of such employment.

12. District has the right to inspect the premises at any reasonable time.

13. Any dispute arising out of the Landlord-Tenant relationship, the use and occupancy of the leased premises or the payment of any obligation under the lease shall be litigated in the ~~State Court of South Dakota for the Seventh Judicial Circuit for Oglala Lakota County, South Dakota~~ appropriate court.

IN WITNESS WHEREOF the parties hereto have signed and sealed this instrument the day and year hereinabove written.

OGLALA LAKOTA COUNTY SCHOOL DISTRICT NO. 65-1

SUPERINTENDENT OR BOARD PRESIDENT (LESSOR):

BUSINESS MANAGER (LESSOR):

LESSEE:

LESSEE:

You have 10 days to return the lease agreement.

~~(Revised and Approved 7/25/22)~~ (Revised and Approved: 3-19-2024)

OGLALA LAKOTA COUNTY SCHOOL DISTRICT RENTAL RATES

- RATES DO NOT INCLUDE PROPANE OR ELECTRICITY.
- GARBAGE PICK-UP WILL BE COVERED BY THE SCHOOL DISTRICT

RENTALS: LOT RENT, TRAILORS, APARTMENTS, HOUSES		
LESSEE NAME:		
RENTAL TYPE/LOCATION	RATE	LESSEE RATES
BATESLAND LOT ONLY	\$80.00	
BATESLAND 1-2 BEDROOM TRAILOR	\$250.00	
BATESLAND 3 BEDROOM TRAILOR	\$450.00	
BATESLAND SUPERINTENDENT HOUSE	\$500.00	
ROCKYFORD DOUBLEWIDE TRAILER	\$500.00	
ROCKYFORD GOVERNOR'S HOUSE	\$500.00	
LTHS APARTMENTS	\$700.00	
LTHS DUPLEX 3 BEDROOMS	\$1,000.00	
LTHS 3 BEDROOM UNFINISHED HOUSE	\$1,200.00	
LTHS 6 BEDROOM FINISHED HOUSE	\$1,400.00	
PET RATE		
Animal Deposit	\$350.00	
Monthly Pet Rent	\$25.00	
Total Monthly Rate		\$

A \$20.00 credit will be given per month if the tenant supplies the washing machine.
A \$20.00 credit will be given per month if the tenant supplies the dryer.