



Wounded Knee District School

Cankpe Opi Owayawa

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HOUSING POLICY

1. **Policy:**
Housing units belonging to WKDS are to be offered to employees and non-employees according to the restrictions and guidelines of this Policy.
2. **Oversight Responsibility:**
The Housing Committee (the Principal, the Facilities Manager and the Business Manager) has the ultimate responsibility for carrying out the intent of this Policy.
3. **Eligibility:**
Full-time employees and non-employees who live in WKDS housing must meet the following conditions:
 - (a) The WKDS housing unit must be the Tenant's principal residence, that is, the Tenant must be physically present in the housing unit for at least 185 days in every calendar year (except when on academic leave).
 - (b) Tenants may share their apartments only with family members or significant others and dependents of significant others.
 - (c) The Tenant must pay all rent and utilities due on a monthly basis consistent with the terms of the lease.
 - (d) Background checks must be conducted on non-employee tenants and all other individuals over the age of eighteen (18) years who reside in WKDS housing. The Tenant shall be responsible for all fees associated with the background checks. WKDS employees and non-employee tenants or other individuals who have undergone a recent background check will be exempted from this requirement. The Housing Committee has sole discretion in making the determination of whether a background check is required.
4. **Allocation:**
The following criteria are considered by WKDS when determining allocation of housing:
 - (a) existing household circumstances of the applicant (e.g. household size, personal security, disability and health of employee)
 - (b) optimum use of available dwellings; and
 - (c) any other factors considered relevant by WKDS.

In order to make the best use of available housing, and in order to provide housing best suited to the circumstances of all tenants, existing tenants may be asked to move to alternative accommodations.

5. **Lease Renewal:**

- (a) Tenants are required to sign a statement with each lease renewal stating that they understand, accept, and comply with the conditions listed in Section 3 and the WKDS Housing Policy. WKDS may not renew any lease without a signed copy of this statement, and tenants found in non-compliance with any of these conditions risk immediate termination of their leases and may be subject to other remedies available to WKDS.
- (b) Existing Tenants must complete an application for renewal and sign the necessary consent forms for background checks before June 20 of each year. Failure to do so will result in the imposition of a Five Hundred Dollar (\$500.00) penalty.

6. **Use and Occupancy:**

The Premises may only be used for residential purposes. If the Tenant has any guests who will be staying longer than one (1) week, the guest must execute and submit a consent form for a background check prior to WKDS authorizing an extended stay. (Attached: Addendum Tenant List.) Former Tenants who owe delinquent rent payments to WKDS will not be allowed to stay as guests in WKDS housing units.

7. **Inability to Give Possession:**

If WKDS fails to give Tenant possession of the Premises on the move in date, monthly rent hereunder shall begin on the date that possession of the Premises is delivered to the Tenant and shall be prorated for that portion of the month in which possession is delivered. In such event, the termination date shall not change.

8. **Rent:**

- A. Tenant shall pay monthly rent in full on the first day of each month of the Lease. Monthly rent shall be paid in advance with no notice being required from WKDS. Tenant shall not deduct any sums from the monthly rent unless WKDS consents thereto in writing.
- B. Upon signing the lease, Tenant shall pay WKDS the first monthly rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing the Lease. Additional expenses may include, but are not limited to any additional insurance premiums and/or expenses paid by WKDS, which are chargeable to Tenant as stated hereinafter. Additional expenses are due and payable with the monthly rent for the next month after Tenant receives notice from WKDS that additional expenses are due and payable.
- C. Non-employee Tenants must arrange to have rent deducted from their paychecks.

9. **Condition and Premises:**
Tenant acknowledges that Tenant is accepting the Premises in its "as is" condition. Tenant further acknowledges that Tenant has thoroughly inspected the Premises to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer's instructions.
10. **Security Deposit:**
The Security Deposit (\$500.00) is due upon the Tenant signing the lease. The Security Deposit shall not be used for payment of monthly rent. Within ten (10) days after Tenant surrenders possession of the Premises at the expiration of the Lease Term, WKDS shall return the Security Deposit, less any costs of needed repairs. Tenant hereby releases WKDS from any liability with respect to the Security Deposit.
11. **Services and Utilities:**
Tenant shall pay monthly for propane and electricity either directly or to WKDS when billed.
12. **Furnishings:**
The Premises is being delivered unfurnished with the exception of a stove and refrigerator. Tenant acknowledges that said furnishings are in good condition and Tenant accepts same in "as in" condition. WKDS will repair or replace these when they fail through no fault of the Tenant. Tenants will provide their own washing machine, dryer, microwave oven, etc.
13. **Repairs and Alterations:**
Tenant shall maintain all appliances, equipment, furnishings and other personal property included under this Lease and upon the surrender of the Premises on the termination date, Tenant shall surrender same to WKDS in the same condition as received, reasonable wear and tear excepted. In the event that Tenant defaults under the terms of this Section 13, WKDS may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit. Tenant shall not make any alteration, additions, paint wallpaper, install antenna or other equipment, screws, fastening devices, large nails or adhesive materials.
14. **Maintenance of Premises:**
General maintenance of the Premises is the Tenant's responsibility. General maintenance may include, but is not limited to, changing light bulbs, hanging pictures, moving furniture, changing filters, planting flowers, tightening screws, touching up paint, cleaning windows, etc. It is the Tenant's responsibility to contact WKDS to initiate a work order for those maintenance items that exceed the Tenant's ability or are broken home components WKDS should replace. WKDS will require periodic property access to maintain home systems or verify proper function of systems, perform periodic construction or renovation and to respond to an emergency. WKDS will coordinate this work with the Tenant in advance unless it is in response to an emergency that does not allow time for advance communication. Housing units require periodic renovation such

as painting, carpet replacement, roof replacement, kitchen and bathroom replacement, etc. WKDS will perform this periodic renovation as WKDS deems necessary and budget allows.

15. **Insurance:**

WKDS' insurance covers damage to the physical structure and property. WKDS' insurance does not provide coverage for Tenants' personal belongings or vehicles, nor will WKDS be liable for any damage to or theft of Tenants' personal property or vehicles.

16. **Pets:**

See WKDS Pet Policy.

17. **Damage, Fire or Other catastrophe:**

In the case of fire damage or other damage to the Premises not caused by Tenant, Tenant shall give WKDS immediate notice of same. Upon receipt of such notice, WKDS may, in its sole discretion, either: a. Repair the Premises or b. Terminate the lease. If WKDS makes repairs to the Premises, WKDS shall have a reasonable time in which to do so. If the damage to the Premises renders the Premises uninhabitable, WKDS shall give notice to Tenant, after repairs are made, of the date on which the Premises may be reoccupied. Monthly rent for the time that Tenant is not occupying Premises will not be charged.

18. **Damage, Fire or other willful Acts caused by the Tenant:**

Tenant shall be liable for the acts of Tenant, Tenant's family, guests and/or invitees. WKDS' cost and expenses in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by the Tenant to WKDS.

19. **Assigning and Subletting:**

The Tenant shall NOT, without the prior written consent of WKDS, assign or hypothecate the lease or any interest therein, or sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any party other than Tenant. Any of the foregoing acts without such consent shall be deemed voidable actions and shall, at the option of WKDS constitute a default hereunder.

20. **Entry, Keys and Locks:**

Upon reasonable notice and at reasonable times, WKDS may enter the Premises to inspect or make necessary repairs. Tenant shall give WKDS keys to all locks for the Premises. Tenant shall not change any locks or add any locks to the Premises without obtaining WKDS' consent, and if given, Tenant shall provide keys to WKDS for these locks.

21. **Signs:**

Tenant shall not place any signs on the Premises or upon the grounds on which the Premises stand.

22. **Noise:**

Tenant agrees not to cause or allow any noise or activity on the Premises that might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of the lease agreement.

23. **Property Maintenance:**

Tenant shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. Tenant shall be responsible for disposing of items of such size and nature are not normally acceptable by the garbage hauler. Tenant shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of drains. Tenant shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtub, wash basins, or sinks.

24. **Inspections:**

WKDS will inspect Premises on a quarterly basis and have unannounced walk-through between inspections. The Tenant agrees to allow WKDS free access to the Premises at all reasonable hours for the purpose of inspecting or making necessary repairs to the Premises, and in emergency situations. This includes granting access to service professionals who have been contracted to render specialized services. After each inspection, WKDS will communicate its findings in writing to the Tenant, including instructions for the decreasing of non-compliance and stating the consequences for continued violations.

25. **Police Calls:**

More than three (3) calls to the Tenant's Premises where Law Enforcement intervened shall be cause for eviction.

26. **Termination of the Lease Agreement:**

26.1 Termination by the Tenant: The Tenant may terminate the lease at the end of the initial term or any successive term by giving thirty (30) days written notice in advance to WKDS. Failure on the part of WKDS to meet the conditions of the lease will be grounds for the Tenant to terminate the lease without the thirty-day (30) advance notice.

26.2 Termination by WKDS: If the Tenant leaves or is asked to leave employment, they must IMMEDIATELY vacate WKDS housing. A Tenant and all personal possessions must be out no later than twenty-four (24) hours after the time the employee is asked to leave. Extension beyond this period requires approval of the Housing Committee.

27. **Return of Security Deposit:**

Conditions that must be met in order for the Tenant to receive a return of the Security Deposit, or portion thereof, are enumerated below: (1) The full term of the lease has expired; (2) The Tenant has given a written notice thirty (30) days prior to the day in

which the Premises is vacated; (3) No damage has been done to the Premises beyond normal wear and tear; (4) The Premises is cleaned, including things within (stove, refrigerator, etc.); (5) No stickers, scratches, or large holes are on or in the walls; (6) There is no unpaid or delinquent rent; (7) All keys are returned; (8) All debris, rubbish and discards are removed or placed in proper rubbish containers; and (9) A forwarding address is left with WKDS. It is understood and agreed that retention of the Security Deposit by WKDS does not abdicate the Tenant of liability for all damage done to the Premises or failure to meet any related costs that are in excess of the Security Deposit.

28. Eviction:

28.1 Noncompliance: WKDS reserves the right to evict the Tenant from the Premises on the grounds of noncompliance with the lease. In the event it becomes necessary for WKDS to evict the Tenant, a minimum of three (3) days' advance notice will be provided. However, if the cause for eviction is of a nature where bodily harm has been inflicted by the Tenant or anyone in the Tenant's housing unit to anyone within the Premises or on WKDS grounds, or if there is impending danger that such harm is likely to occur, or if there has been deliberate destruction of the Premises by the Tenant or anyone in their care, WKDS is not obliged to provide any advance notice before the eviction is executed.

28.2 Grounds for Eviction: The following are grounds on which WKDS may evict the Tenant:

1. Blatant and willful destruction of the Premises.
2. Reported and proven deliberate assault (within the Premises or on any WKDS property).
3. Proof of involvement in any activity resulting in the immediate termination of the Tenant from WKDS.
4. Two or more warnings or refusal to comply with a given condition of the contractual agreement
5. Proof of involvement in illegal activities on the Premises which actually resulted in or could result in the arrest of the Tenant.
6. Failure to maintain a clean and wholesome Premise both within the housing unit and in the designated lawn area.
7. Failure to cease and desist the use of abusive language, the playing of loud music or making any other noise that is disturbing to other tenants after one written warning.
8. Failure to comply with regulations regarding the safekeeping, maintenance

and well-being of the leased Premises.

Section 28.3 Notice. If a Tenant fails to perform and observe any of the terms of the lease, WKDS shall give the Tenant written notice of such breach requiring the Tenant to remedy the breach or vacate the Premises.

Section 28.3 Continuing Breach. As a result of a continuing breach, WKDS may expel the Tenant from the Premises without limiting the liability of the Tenant for rent due or to become due under the lease.

Section 28.4 Discretion of Housing Committee. If the Tenant has been given such a notice and has remedied the breach or been permitted to remain in the Premises, and the Tenant commits a similar breach, the lease will be terminated. The Housing Committee has the right to determine special circumstances and situations.

29. **Illegal Drugs & Paraphernalia:**

WKDS is a DRUG FREE ENVIRONMENT. Possession of illegal drugs or illegal drug paraphernalia on WKDS property will result in immediate eviction from housing, termination of employment with WKDS, and forfeiture of the Security Deposit.

30. **Waste:**

WKDS will dispose of all abandoned cars, furniture or other obstructions at the owner's expense. Notification of WKDS' intention to take such action and the cost involved will be sent to the ~~owner~~ Tenant seven days (7) in advance. Where the obstruction is of a nature that may cause bodily harm to other tenants or present other health hazards, a twenty-four (24) hours' notice or NO NOTICE at all, may be given to the Tenant.

31. **Notices:**

All notices to Tenant shall be served at Tenant's Premises and all notices to WKDS shall be served at:

32. **Amendments:**

WKDS has the right to change, add, delete, modify, leasing guidelines or this Housing Policy at any time. WKDS will make every reasonable attempt to inform the Tenant of these changes prior to their effective date through WKDS email, written notice, or memorandum. It is ultimately the Tenant's responsibility to understand and be aware of changes in this Housing Policy.