

**STATE OF HAWAII
DEPARTMENT OF EDUCATION**

TEACHER HOUSING PROGRAM

**POLICY MANUAL
AND HOUSE RULES**

PREFACE

This manual is issued by the Department of Education TEACHER HOUSING PROGRAM (Program) to assist cottage tenants in adjusting to their temporary occupancy of teachers' cottages. Its purpose is to implement the intent of HRS 302A-832 and BOE Policy 6610 relative to Teacher Housing.

The answers to many of the questions that tenants may have pertaining to the Program's policies and house rules, including the terms and conditions of the Rental Agreement, may be found within this manual.

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The Board of Education (Board) adopted the following Policy 6610 and Regulations in January 1971.

PURPOSE OF HOUSING

The Board recognizes that a shortage of teachers and other personnel to fill positions in hard-to-staff areas compromises the quality of education in schools. Effective strategies for teacher recruitment are necessary to attract highly qualified teachers and other personnel to schools, and to retain them in schools. The Board finds that housing incentives can be an effective tool in teacher recruitment and retention.

The Department of Education (Department) may utilize housing or a housing stipend as a recruitment and retention incentive. Any new Department housing so provided by the Department shall be built, wherever possible, on state lands located in or adjacent to the residential districts of the community.

The Program was established to oversee teacher housing activities and is administratively placed under the Project Control Section, which is a section under the Office of School Facilities and Support Services, Auxiliary Services Branch.

NOTE: The policies to follow in this manual do not preclude the Program from decision-making which it feels is in the best interest of the school administration, tenant(s) or its management functions. The Program is not intended to and does not have sufficient resources to provide housing for all qualified applicants; therefore, teacher housing is not intended to be a long-termed occupancy, nor is housing guaranteed.

POLICY

A. PROGRAM ADMINISTRATOR AND SUPPORT

1. Through 2013 Hawaii Revised Statutes Chapter 302A, Section 831, the Program transferred from the Hawaii Public Housing Authority (HPHA) to the Department on July 1, 2008.
2. The Program will be administered by the Property Manager V, Auxiliary Services Branch, and may be contacted at:

Department of Education, Auxiliary Services Branch
1037 S. Beretania Street
Honolulu, HI 96816
Direct Phone: (808) 586-3452 Fax: (808) 586.3468

3. Each teacher housing complex will have a cottage manager who provides services described in "Cottage Manager Duties and Responsibilities" (EXHIBIT F). If this position is vacant, the property manager will assume this function.
4. Assignment to Housing – The property manager will assign the qualified applicant to a teacher housing unit, and may consult with the assistance of the cottage manager, the regional personnel office or school administrator as needed.

B. OCCUPANCY CRITERIA

All teacher housing assignments will be reviewed annually to conform to the Department of Education Board Policy No. 6610.

1. Applicants do not qualify for teacher housing if they own a residence or property within 30 miles of the assigned school. Further, no applicant who sells a residence within reasonable commuting distance of the assigned school shall be eligible for housing.
2. Occupants of teacher housing are limited to the applicant and applicant's spouse/significant other and related children, whose names must appear on the application.
3. Tenants can be assigned to housing through June 30th of each year; and depending on the circumstance, may be required to seek other accommodations based on the priority for placement in Section E of this manual.
4. Residency is calculated back to the initial date of occupancy, regardless of the housing location and includes the following situations:
 - a. Considers the total time of stay, with or without break in occupancy.
 - b. When a unit is shared, occupancy is concurrent not consecutive; i.e., all parties will have the same length of occupancy, regardless of the start dates of each.

- c. When another tenant (single and unrelated) is assigned to share a 2 or 3 bedroom unit. The Program reserves the right to relocate existing tenants to maximize the use of housing facilities based on need.
- d. Subletting is strictly prohibited. Any tenant allowing unauthorized person(s) to reside in the assigned unit will be considered to be subletting and in violation of the rental agreement.

C. LENGTH OF OCCUPANCY

- 1. The occupancy period includes summer months unless the tenant is required to relocate due to summer repair work, or the tenant vacates the unit.
- 2. The Program reserves the right to make a final decision on all assignments to address the unique requirements of each complex. The allowable maximum stay limits are as follows:

<u>Location</u>	<u>Allowable Maximum Stay</u>
Kau/Pahala	3 years
Honokaa	3 years
Waimea	3 years
Kohala	3 years
Molokai	3 years
Lanai	5 years
Hana	5 years

D. APPLICATION, ELIGIBILITY SCREENING AND QUALIFICATION

- 1. The teacher housing application (EXHIBIT A) and related information is available through the respective cottage manager or you may contact the Program directly.

Fax your application directly to the respective District Office for processing:

Hawaii District Office

75 Aupuni Street, Room 203, Hilo, Hawaii 96720
 Phone: (808) 974-6605 Fax: (808) 974-6604

Maui District Office (for Maui, Lanai and Molokai School Districts)

54 High Street, 4th Floor, Wailuku, Hawaii 96793
 Phone: (808) 984-8000 Fax: (808) 984-8008

- 2. **PUBLIC CHARTER SCHOOL APPLICATION:** Your principal will review and process your application (EXHIBIT B). Contact your school administrator, respective cottage manager or the Program for an application.

E. PRIORITY FOR PLACEMENT IN HOUSING

Priority was established to maximize use of the housing for full-time teachers and other full-time classified staff.

Teachers include all certificated support staff such as librarians, registrars and counselors. They can be tenured, on probation or on temporary status.

- Priority 1: Newly hired full-time teachers (tenured, non-tenured or temporary) from another island or out-of-state. From the second year, the priority falls into Priority 2 or Priority 3.
- Priority 2: Full-time teachers (tenured, non-tenured or temporary) within the complex. Placement priority is based on the least number of years in teacher housing.
- Priority 3: Full-time teachers (tenured, non-tenured or temporary) from outside the complex. Placement priority is based on the least number of years in teacher housing.
- Priority 4: Full-time classified staff members - (i.e., behavioral specialists SBBH, educational assistants, athletic trainers).

NOTE: A first-year tenant in Priority 5 – 7 will be guaranteed housing for a period of six months or through June 30th, whichever comes first.

- Priority 5: Full-time educational officers (including school administrators).
- Priority 6: Part-time teachers and other staff will be subject to a 45-day notice to vacate if a higher priority applicant is available.
- Priority 7: Part-time casual hires (hourly paid) will be subject to a 45-day notice to vacate if a higher priority applicant is available.
- Priority 8: Occupants who have exceeded the maximum staying limit will be offered a month-to-month rental agreement, provided that:
- There are available units;
 - Occupant employment must be verified; and
 - There is no wait list.

If placement is not possible, the applicant shall be placed on a wait list by priority and not by a first-come, first-served basis.

F. RENT RATE

Rent rates are reviewed annually, and are subject to increases to ensure the self-sustaining operation and other components of the Program. Water and sewer services are included in the rent.

1. Rent charges are in effect the entire school year (July 1 to June 30), with no discounts during the summer or other breaks. For current rent rates, please contact the respective cottage manager or directly with the Program's property manager.
2. Extended Stay Assessment – A \$25* per month charge will be assessed each year as additional rent, if allowed to remain beyond the allowable maximum stay and is effective upon the extension date. *Amended 3/15/18, Effective 7/1/18

G. RENTAL AGREEMENT

The rental agreement (EXHIBIT C) is a mutual agreement between the tenant and the Department. Read all of the terms and conditions thoroughly.

The agreement states:

1. The monthly rent;
2. The responsibilities and conditions for occupancy;
3. The utilities for which the tenant is responsible; and
4. The reasons for termination of the agreement.

Interpretations and changes shall be made at the sole discretion of the Program.

H. PAYMENT OF RENT

It is mandatory that tenant rent payment be made via payroll deduction. The cottage manager will provide the state accounting D-60 form (EXHIBIT D). The tenant is responsible for mailing the form directly to the Program.

1. Cash Payment – In the case where payroll deduction is not possible, full rent payment will be paid by check or money order due no later than the fifth of each month. Checks are to be made payable to: DEPARTMENT OF EDUCATION and mailed directly to:

Department of Education
Auxiliary Services Branch - TH
1037 S. Beretania Street
Honolulu, HI 96814

I. PAYROLL DEDUCTION/CANCELLATION SCHEDULE

1. New Assignment – Rent deductions are made bi-monthly (half the monthly rental) at each pay period (5th and 20th of the month). Rent deductions can start only on the first of each month. The D-60 form must be received promptly, and no later than five working days prior to the end of the previous starting month. Due to the lag pay period, the first bi-monthly rent deduction begins on the 20th of the month, (represents the rent period from the 1st -15th). The second bi-monthly deduction occurs on the 5th of the month, and represents the rent period from the 16th - 30th.
2. Cancellation of Assignment – To cancel your rent deduction, you must mail another D-60 form to the Program with its effective date. The last rent deduction will reflect the lagged payroll period, for example:

If cancelling deductions between the 16th – 30th, the effective date will be the first of the following month, with the last deduction processed on the next pay period, i.e., the 5th of the following month.

If cancelling between the 1st–15th, the effective date shall be the 15th of the same month with the last deduction made on 20th pay period.

- a. The cancellation of salary rent assignment may not coincide with the vacating date which results in an overpayment of rent for the pay period. If this is the case, rent will be prorated and a reimbursement of the overpaid amount will be processed. Submit a refund/reimbursement form (EXHIBIT K) directly to the Program.

J. RETURNED CHECK FEE

In accordance with the Hawaii Revised Statutes Chapter 40, Section 35.5, a \$25 service charge per check will be collected for dishonored payments (returned checks) in addition to the amount of the check returned. Should this offense reoccur, future payments can be restricted to a money order or a cashier's/certified check. This fee is subject to change without notice.

K. VIOLATION PROCEDURES

Upon receipt of any of the following violation notices, the recipient (tenant) will have the right to respond directly to the Program in writing, within ten calendar days of receipt of the first written violation notice. The Program must acknowledge receipt of the response.

1. Health and Safety Violations – If the cottage manager/Program has knowledge of or a complaint is reported regarding a health or safety violation that may cause injury, affect the health of others (such as pets or unhealthy conditions in the unit), or jeopardize the safety of others by creating conditions that may cause fire, accidents, or other hazardous events, the following shall apply.
 - a. Written Violation Notice: A written violation notice shall be issued for immediate correction and tenant shall be informed that failure to correct violation may be cause for termination within 30 days of violation notice.

- b. Discussion: If the tenant corrects the violation and no immediate health or safety issue is in question, the cottage manager will meet with the tenant to inspect the correction.
 - c. Lease Termination Letter: If a second violation of the same nature occurs, the tenant shall be notified that his/her rent agreement has been terminated and the unit must be vacated no later than 30 days from receipt of the notice.
2. Other House Rules Violations – If the cottage manager/Program has knowledge of or a complaint is reported of a violation that is not a health or safety issue, the following shall apply:
- a. First Written Notice: The cottage manager/Program will bring the infraction to the tenant's attention by way of a written notice and request the tenant's acknowledgement of receiving such notice. Correction must be completed within ten days of receipt of the notice.
 - b. Second Written Notice: If the violation is not corrected within ten days of receipt of the second notice, a letter will be sent stating that the rental agreement may be terminated if immediate action is not taken within ten days of receipt of the second notice.
 - c. Termination Letter: If the violation is not corrected within ten days of the receipt of the second notice, a termination letter of the rent agreement will be issued requiring the tenant to vacate the unit no later than 30 days from the second notice.
 - d. Recurring Violations: If the tenant receives two first written violation notices for the same provision in the house rules, the tenant will agree and acknowledge in writing that a third first written violation notice of the same infraction is cause for rental agreement termination; the tenant will be notified that the agreement has been terminated and the unit must be vacated no later than 30 days from receipt of the notice.

TEACHER HOUSING HOUSE RULES

EMERGENCY PROCEDURES

1. In cases where a first responder type service is required, the tenant will call 911 directly to report the emergency. Following this action, tenant should then contact the cottage manager.
2. Requests for emergency repairs such as flooding or appliance breakdowns should be brought to the cottage manager's attention immediately, with a follow up written notification via email.

MOVING IN PROCEDURES

1. The tenant will meet with the cottage manager to inspect and accept the assigned unit in good condition, that appliances are clean and in working condition with no missing parts. Note any discrepancies on the teacher housing cottage inventory form (EXHIBIT E) or entry/vacate check list (EXHIBIT I).
2. Activation of service utilities (electricity, cable, Wi-Fi or phone services) – In shared units, it is up to the occupants to determine fair charges.
3. Tenants are responsible to replace burnt out light bulbs and fluorescent lamps in their units.
4. Where permitted, laundry appliances may be allowed; however, must be removed prior to vacating the unit.
5. The tenant may not install TV “dishes” or cable type services in the unit which may cause any compromise to the existing building structure.
6. Limited potted plants with drip pans to prevent roots from embedding into the soil will be allowed and must be removed upon vacating the unit.

VACATING PROCEDURES

1. A 30-day advanced written notice to vacate form is required (EXHIBIT H). Only written vacating notices will be accepted.
2. Complete a D-60 salary cancellation form (EXHIBIT D), to cancel the payroll deduction.
3. Complete the request for refund/reimbursement form (EXHIBIT K) for the security deposit refund.
4. The cottage manager will conduct the final inspection along with the tenant prior to the vacating date. Based on the results of the inspection, the security deposit may or may not be partially or fully refunded (EXHIBITS I and J).
5. The tenant is responsible for terminating any utility service initiated during the occupancy period.

6. The tenant is responsible for removing all personal property, including plants, upon vacating the unit.

STANDARD APPLIANCES

Furniture and furnishings provided by the Department shall be maintained by the tenant on a regular basis. Each unit will be furnished with a water heater, range and refrigerator. They may not be removed from the unit's interior. Any breakage or needed repair should be reported immediately to the cottage manager and the cost of the repair shall be assumed by the tenant if damage is determined to be beyond "normal wear and tear."

KEYS

If a key is lost, report it immediately to the cottage manager where a duplicate key may or may not be issued as available (mailbox keys cannot be duplicated). The tenant will be responsible for the cost to re-key locks, replace lost keys, or change the entire lock assembly.

REPAIRS

The tenant shall notify the cottage manager in writing of any repairs needed.

1. Major Repairs – On occasion, there may be major repairs required. To the greatest extent possible, repairs will be coordinated to minimize inconvenience to the tenants. Adequate tenant notification shall be provided and arrangements shall be made if temporary relocation during construction is needed.

Alternate living arrangements for tenants shall be fulfilled at the Program's discretion through one of two means:

- a. Temporary reimbursement of rental fees for the period that the tenant cannot occupy the rental, in which case, it would be the tenant's responsibility to locate accommodations; or
- b. Placement in accommodations identified and paid for by the Program. In this case, there shall be no reimbursement of rental fees to the tenant.

Other incidental charges shall be at the Program's discretion and governed by existing Department rules and policies. The decision of the Program in this section shall be final.

GROUNDSKEEPING

The Program furnishes grounds keeping services to maintain the complex grounds as needed. Duties of the groundskeeper can be found on EXHIBIT G.

THEFT

Each tenant is responsible for the security of their personal belongs. Renter's insurance (through a private insurance company) is a personal choice that each tenant should consider. If a theft occurs, the tenant shall report the incident to the cottage manager and file a police report.

PROPERTY SEPTIC WASTE SYSTEM

A septic waste water system is present at most of the rural teacher housing complexes, which requires regulated use of the disposal of household cleaning substances, as well as disposal of food into the unit drain lines. To maintain the system and ensure that the operations are smooth running, please observe the following rules:

1. Parking and driving over the system lines is prohibited. The cottage manager will identify the restricted parking areas on the property.
2. Planting into the ground is strictly prohibited, since roots can damage the drain lines.
3. Toilets, bathroom and kitchen drain lines should not be used as trash receptacles for things like cleaning wipes, diapers, feminine hygiene products, rags, sticks or excessive paper products. Tenants are to provide drain cover screens to stop hair from entering the waste system and plumbing lines to prevent any back-up or overflow.
4. Certain chemicals and toxins will poison the septic system and the groundwater as they are poured into the drain. Those chemicals can kill the beneficial bacteria that treat your wastewater. Use typical household cleaners (bleach, disinfectants, and drain cleaners) according to label directions.
5. Do not allow grease or other bulky waste to enter the system (kitchen sinks).
6. Check your water faucets for any leaks including the water lines under the counters, as well as the toilets, if the toilet is running uncontrollably. Excessive water into the septic system will cause an overflow.

EXHIBITS

<u>EXHIBIT #</u>	<u>DESCRIPTION</u>
A	TEACHER HOUSING APPLICATION
B	TEACHER HOUSING APPLICATION - PUBLIC CHARTER SCHOOL
C	RENTAL AGREEMENT
D	D-60 – SALARY ASSIGNMENT/CANCELLATION FORM
E	COTTAGE INVENTORY FORM
F	COTTAGE MANAGER DUTIES & RESPONSIBILITIES
G	GROUNDSKEEPER DUTIES & RESPONSIBILITIES
H	NOTICE TO VACATE FORM
I	ENTRY/VACATE CHECK LIST
J	SUPPLEMENTAL VACATING CHECKLIST
K	REQUEST FOR REFUND/REIMBURSEMENT FORM



APPLICATION FOR TEACHER HOUSING

NO PETS ALLOWED IN HOUSING

MAIL OR FAX YOUR APPLICATION TO:

HAWAII DISTRICT: Mail or FAX to:

District Regional Personnel Office
75 Aupuni St, Rm 203, Hilo, HI 96720 FAX (808) 974-6604

MAUI DISTRICT: Mail or FAX to:

District Regional Personnel Office
54 High Street, 4th Flr, Wailuku, HI 96793 FAX (808) 984-8008

Mr. Ms.

2. Assigned School & Position : _____
School Ph # (808) _____

1. Applicant Name: _____

a. Please complete if known: Certificated Classified, SR _____ F/T P/T BU _____

3. Current Address: _____ *Contact Ph #: _____

4. Mailing Address: _____ 5. * E-Mail: _____

* Please provide a contact # AND personal e-mail address for use during school breaks.

6. Requesting Housing for: Self Family (Self, Spouse, Children, etc.) 7. No. in Household _____

8. Names and ages of **all** persons to live with you (other than spouse/significant other):

9. Name of Spouse or Significant Other: _____

a. Is this person a DOE employee? Yes No

10. Desired Housing Location: _____ for SCHOOL YEAR: _____

Beginning: _____ Ending: _____

11. Present Housing Status (Check One)

a. Do you own a residence within 30 miles of your assigned school? _____ Yes _____ No

IF YES, please stop, you are not eligible for Teacher Housing.

b. Are you currently in Teacher Housing? Yes No Location: _____ Ctge # _____ How long? _____

c. Were you **ever** in TH in the past? Yes No Location: _____ How long? _____

IF YES, provide previous dates of occupancy: _____

12. How long have you been **employed** while in the complex which the Teacher Housing Unit is located? _____

X _____

Signature of Applicant

Date

FOR DISTRICT OFFICE USE ONLY

Qualified The applicant is: a Certificated Educator a Classified STAFF member

F/T P/T BU _____

Not Qualified The applicant is not qualified for the following reason(s):

PLEASE EMAIL OR FAX APPLICATION TO:

Signature (District Office)

Date

Virginia_Ching@notes.k12.hi.us OR

FAX: (808) 586-3468

PHONE: (808) 586-3452



**APPLICATION
FOR
TEACHER HOUSING**
(PUBLIC CHARTER SCHOOL USE)

**MAIL OR FAX YOUR APPLICATION DIRECTLY TO:
DEPARTMENT OF EDUCATION
ATTENTION: OHR, KERRY TOM
P.O. BOX 2360
HONOLULU, HI 96804
OR FAX TO #: (808) 586-4050, ATTN; K.TOM**

Mr. Ms.

2. Assigned School & Position :

School Ph # (808) _____

1. Applicant Name: _____

a. Please complete if known: Certificated Classified F/T P/T

IF YOU ARE CURRENTLY IN HOUSING, PLEASE INDICATE LOCATION & UNIT # _____

3. Current Address: _____ *Contact Ph #: _____

4. Mailing Address: _____ 5. * E-Mail: _____

* Please provide a contact # AND personal e-mail address for use during school breaks, only if needed.

6. Requesting Housing for: Self Family (Self, Spouse, Children, etc.) 7. No. in Household _____

8. Names and ages of all persons to live with you (other than spouse/significant other):

9. Name of Spouse or Significant Other: _____

a. Is this person a DOE employee? Yes No

10. Desired Housing Location: _____ for SCHOOL YEAR: _____
Beginning: _____ Ending: _____

11. Present Housing Status (Check One)

a. Do you own a residence within 30 miles of your assigned school? ____ Yes ____ No

IF YES, please stop, you are not eligible for Teacher Housing.

b. Are you currently in Teacher Housing? Yes No Location: _____ Ctge # ____ How long? ____

c. Were you **ever** in TH in the past? Yes No Location: _____ How long? ____

IF YES, provide previous dates of occupancy: _____

12. How long have you been employed while in the complex which the Teacher Housing Unit is located? _____

X _____
Signature of Applicant Date

TO BE COMPLETED BY OHR - PUBLIC CHARTER SCHOOL LIAISON OFFICE

Qualified The applicant is: a Certificated Educator a Classified STAFF member
 F/T P/T

Not Qualified The applicant is not qualified for the following reason(s):

Signature (Liaison Office) Date

PLEASE RETURN APPLICATION TO TEACHER HOUSING VIA LOTUS NOTES OR FAX:
EMAIL: Virginia_Ching@notes.k12.hi.us OR FAX: (808) 586-3468
PH: (808) 586-3452

State of Hawaii
Department of Education
Teacher Housing Rental Agreement

The date of this Agreement is _____.

The parties to this Agreement are:

Landlord: The Department of Education, State of Hawaii ("Landlord"), whose mailing address is
TEACHER HOUSING, 1037 S. BERETANIA STREET, HONOLULU, HI 96814

Tenant (name): _____, whose mailing address is:

The Premises covered by this Agreement is located at the _____ Teacher Housing complex, whose street address is
_____ Cottage # _____, consisting of
_____ bedroom(s) together with the range, refrigerator, and water heater owned by the Landlord. The use of such appliances is
non-exclusive and must be shared with other tenants in the cottage if less than the entire Cottage is rented to the Tenant.

The term of this Agreement is from _____, 2018 to and including June 30, 2019. Either party may terminate
this Agreement prior to the ending date set forth above by giving the other party 30 days' prior written notice.

The rent for the Premises is \$ _____, payable monthly in advance on or before the fifth calendar day of each month.
The rent for periods shorter than one month shall be a daily rate equal to 1/30th of the monthly rate for the number of days the
Premises are in the Tenant's possession. Rent will be paid by way of payroll deduction, without notice or demand, unless
another form of payment is otherwise approved in writing by the Landlord.

The Tenant must pay \$ _____ IN ADVANCE as a security deposit and may not be more than one month's rent. The security
deposit will be held by the Landlord for the length of the Tenant's possession of the Premises and shall not be used as the last
month's rent. The security deposit shall not accrue interest. The Landlord shall return the security deposit to the Tenant within 30
calendar days after the Tenant vacates the Premises, less any amount the Landlord retains for unpaid rent and/or damages to the
Premises. If the Landlord retains any of the security deposit, the Landlord shall furnish a written accounting of the retained
amount to the Tenant.

Occupancy of the Premises is limited to the Tenant and the following individual(s), whose relationship to the Tenant is indicated
as follows:

<u>Name</u>	<u>Relationship</u>
_____	_____
_____	_____
_____	_____

Other terms and conditions of this Agreement are on the reverse side of this form. By signing below, the Tenant acknowledges
that he/she understands and agrees to be bound by all of the terms and conditions of this Agreement.

Tenant Signature

Department of Education

By: _____
Its Assistant Superintendent

Printed name: _____

Other terms and conditions:

- A. If the Premises consist of part but not all of the Cottage, the Tenant shall have the right to use, and the obligation to maintain in a clean, neat, and sanitary condition, in common with other tenants of the Cottage, those portions of the Cottage and the surrounding yard that are not reserved for the exclusive use of other tenants.
- B. The Tenant shall promptly pay when billed by the Landlord for losses or damages to the Premises caused by the Tenant, others occupying the Premises under this Agreement, and the Tenant's visitors, guests, and invitees.
- C. The Tenant, others occupying the Premises under this Agreement, and the Tenant's visitors, guests, and invitees shall faithfully comply with all the terms of this Agreement and other rules and regulations of the Landlord.
- D. The Tenant shall use the Premises only as a private dwelling for him/herself and any other occupants listed on the front of this form; the Tenant shall not use the Premises for any illegal or business purposes or display any signs in or about the Premises.
- E. The Tenant shall not make repairs or alterations to the Premises or install any equipment or appurtenances without the Landlord's prior written permission and shall not use any of the electrical or plumbing fixtures or equipment for other than the purposes for which they are intended.
- F. The Tenant shall promptly report to the Landlord (i) any defects in the electrical system, plumbing, appliances, or structure of the Cottage (ii) any need for service or repairs to water or gas pipes, plumbing fixtures, and electrical system, and (iii) breakage or loss of any kind.
- G. The Tenant shall be responsible for any loss or damage to the Premises, Cottage, or equipment resulting from the overflow of water from sinks, basins, showers, bathtubs, toilets, laundry trays, etc.
- H. The Tenant shall permit the Landlord or its representatives to enter the Premises during reasonable hours to examine the Premises and to make such repairs, additions, or alterations as the Landlord may deem necessary.
- I. The responsibility for the payment of services for the Premises is:

	<u>Tenant</u>	<u>Landlord</u>		<u>Tenant</u>	<u>Landlord</u>		<u>Tenant</u>	<u>Landlord</u>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yard service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refuse	<input type="checkbox"/>	<input type="checkbox"/>			
- J. The Tenant shall keep the Premises, Cottage, fixtures, sidewalks, and yard in a clean, neat, and sanitary condition and shall fully comply with all state and federal laws and county ordinances affecting the use or occupancy of the Premises.
- K. The Tenant shall not keep or store furniture, effects, commercial trucks, trailers, non-operating vehicles, or any other property under any dwelling, upon porches, stairways, driveways, walkways, or the surrounding yard.
- L. Except as authorized in writing by the Landlord, the Tenant shall not (i) drive into or use upon any part of the Premises or the Cottage any nails, tacks, screws, brads, or other fasteners, nor shall he/she bore or mar the woodwork or plastering of any portion of the Premises or the Cottage, (ii) install any awnings, shades, or window guards, and (iii) construct or erect any fence, walk, platform, lean-to, shed, or other structure within the Premises, Cottage, or surrounding yard.
- M. The Tenant shall immediately report to the Landlord any accident or injury occurring on the Premises, Cottage, or surrounding yard.
- N. The Tenant shall not use or keep any flammable materials in or around the Premises, Cottage, or surrounding yard.
- O. The Tenant shall provide a trash receptacle with a tightly-fitting cover and shall deposit rubbish, trash, garbage, and other waste in such receptacle.
- P. NO PET POLICY - For the general health, safety and welfare, no animals shall be permitted on the Premises, Cottage, or surrounding yard, except as required by law. If evidence of pets that violate the no pet policy is discovered and/or fumigation is required, the tenant may be required to forfeit the security deposit and shall be billed for any additional cleaning charges. .
- Q. The Tenant shall be responsible for any loss to personal property placed or permitted by the Tenant on the Premises, Cottage, or surrounding yard and understands that he/she may purchase insurance from a private insurance company to cover his/her (i) personal property and (ii) liability for property damage, personal injury, or wrongful death caused by his/her acts or failures to act or the acts or failures to act of his/her visitors, guests, and invitees.
- R. The Tenant shall forfeit all rights and interest to or in any of his/her personal property that is left on the Premises, Cottage, or surrounding yard upon the termination of this Agreement; the Landlord shall consider such property to be abandoned.
- S. The Tenant shall refrain from causing, aiding, abetting, or permitting unreasonably loud noises or other disturbances which cause annoyance or discomfort to other tenants.
- T. In the event the Premises are destroyed or damaged by reason of fire, flood, earthquake, tsunami, lava flow, or other casualty so that they are not habitable, this Agreement shall automatically terminate.
- U. The Tenant may not assign this Agreement or sublet the Premises or transfer possession of the Premises or give accommodations to boarders, lodgers, or others not listed on the front side of this form.
- V. The Tenant will promptly quit and surrender the Premises and possessions in a clean and sanitary condition, reasonable wear and tear excepted, at the expiration, cancellation, or termination of this Agreement.
- W. The parties acknowledge that pursuant to Chapter 521-7(6), Hawaii Revised Statutes, Chapter 521, Hawaii Revised Statutes ("Residential Landlord-Tenant Code"), does not apply to this Agreement
- X. SMOKING & DRUG USE in housing is prohibited. REFER to the Hawaii Administrative Rules (HAR), Title 8, Chapters 31 and 39 Electronic Smoking Device Use and Hawaii State Department of Health Intra-Departmental Directive No. 13-03. The DOE does not condone or permit the use or possession of any illegal drugs as defined by federal or state law, or the inappropriate use of illegal drugs, prescription drugs, or alcohol. Refer SP6359. Federal law will control if inconsistencies exist with state law in the definition of illegal drugs.
- Y. ATTORNEYS' FEES. Should it become necessary for Landlord to obtain legal counsel to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

ACKNOWLEDGED: _____
 Tenant Signature

INSTRUCTIONS TO COMPLETE THE D-60 SALARY ASSIGNMENT/CANCELLATION FORM

SEND FORM DIRECTLY TO TH PROGRAM - DO NOT TAKE THIS TO YOUR BANK.

A. Complete the following sections:

SECTION: ENTER THE FOLLOWING INFORMATION:

1. Education
2. Teacher Housing Location (for example: Kohala Teacher Housing)
3. Your Social Security #
4. Your LAST & FIRST name, MIDDLE initial
5. Check appropriate action box (ASSIGN or CANCEL)
6. To START (ASSIGN) a payroll deduction, enter the AMOUNT (usually amount of rent), in MONTHLY and EACH MONTH sections..
7. Date & Sign
8. Enter the effective date of Assignment/Cancellation - refer to STEP C on the following page, or it can be completed by the Program.
9. Completed by the Program.

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

**FILL OUT FORM WITH REQUIRED INFORMATION COMPLETELY
(USE TYPEWRITER, OR PRINT WITH BALL POINT PEN WITH HEAVY IMPRESSION)**

STATE OF HAWAII		SALARY ASSIGNMENT/CANCELLATION						
DEPARTMENT			SUB-DIVISION OR SCHOOL					
(1.) EDUCATION			(2.) TEACHER HOUSING LOCATION					
FORM NO.	SOCIAL SECURITY NO.	LAST NAME, FIRST NAME, MIDDLE INITIAL		TYPE	AGENT	PLAN	I.D. NO.	DEPT.
	(3.)	(4.)		CR	756			E

<p>(5.) THE UNDERSIGNED HEREBY: <input type="checkbox"/> ASSIGNS OUT OF ANY COMPENSATION FROM THE STATE OF HAWAII OR <input type="checkbox"/> CANCELS</p> <p>(CHECK ONE BOX ONLY, IF "ASSIGNS")</p> <p>(6.) \$ _____ THE FIRST MONTH AND \$ _____ EACH MONTH THEREAFTER</p> <p><input type="checkbox"/> PERCENT EACH MONTH _____ %</p> <p><input type="checkbox"/> MY NET WAGES</p> <p>I CERTIFY THAT I WILL ABIDE BY THE REGULATION SET FORTH ON THE REVERSE SIDE OF THIS APPLICATION</p> <p style="text-align: center;">(7.)</p> <p>DATE _____ EMPLOYEE OR AUTHORIZED SIGNATURE _____</p>	<p style="text-align: center;">(8.)</p> <p>• EFFECTIVE WITH THE PAYROLL PERIOD THAT INCLUDES _____ MONTH DAY YEAR</p> <p>• WITH ENDING DEDUCTIONS FOR THE PAYROLL PERIOD PRIOR TO _____ MONTH DAY YEAR</p> <p>• WHEN MY COMMITMENT OF \$ _____ IS PAID OR UPON RECEIPT OF MY ASSIGNMENT CANCELLATION.</p> <p style="text-align: center;">(9.)</p> <p>TYPE AGENT'S NAME, BRANCH, ADDRESS AND ZIP CODE HERE _____</p> <p>DATE _____ AUTHORIZED SIGNATURE OF ASSIGNEE _____</p>	<p style="text-align: center;">FOR AGENCY USE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">DEDUCTION</th> <th style="width: 50%;">AMOUNT</th> </tr> <tr> <td>DUES</td> <td></td> </tr> <tr> <td>LIFE INS.</td> <td></td> </tr> <tr> <td>INC. PROT.</td> <td></td> </tr> <tr> <td>CR. UNION</td> <td></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>TOTAL</td> <td></td> </tr> </table>	DEDUCTION	AMOUNT	DUES		LIFE INS.		INC. PROT.		CR. UNION												TOTAL	
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STATE COMPTROLLER (CENTRAL PAYROLL)

STATE ACCOUNTING FORM D-60
JANUARY 1, 2000 (REVISED)

- B. MAIL the completed and signed D-60 SALARY form DIRECTLY to the Teacher Housing Program. **DO NOT TAKE THIS TO YOUR BANK.**
- C. The D-60 effective date for an assignment OR cancellation is determined as follows: **(This is for your information only, since this date will be entered by the Program.)**
1. **New Assignment:** All assignments are effective on the FIRST of the month, with the first bi-monthly rent deduction beginning on the 20th payroll, (represents the rent period from the 1-15th). The second bi-monthly deduction takes place each 5th payroll, and represents the rent period from the 16-30th.
 2. **Cancellation of Assignment:** The effective cancellation date is based on your **VACATING DATE** :

If vacating on any date between the 16th – 31st, the cancellation effective date will be the 1th of the following month, and the last deduction will be made on 5th payroll, following month.

If vacating on any date between the 1st - 15th, the cancellation effective date shall be the 15th of the same month, with the last deduction made on 20th payroll period.



State of Hawaii - Department Of Education
TEACHER HOUSING COTTAGE INVENTORY FORM

Location: _____ Tenant(s): _____ Date: _____

Cottage No.: _____ No. of Bedrooms _____

MAJOR APPLIANCES

Specify Electric or Gas;
Condition – “G” good, “S” satisfactory, “P” poor

<u>Make</u>	<u>Elec/Gas</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Decal #</u>	<u>Condition</u>
RANGE: _____					
HEATER: _____					
REFRIGERATOR: _____					

FURNISHINGS

List all furnishings – be specific of Make and Type (wood, metal, etc.)
Condition – “G” good, “S” satisfactory, “P” poor

<u>Description of Furniture</u>	<u>No. of Pieces</u>	<u>Decal #</u>	<u>Condition</u>

OTHER ITEMS:

The attached inventory is hereby accepted with the following exceptions:
(If none – write “none”)

.....

Signatures of Residents: _____ Date: _____



State of Hawaii - Department Of Education
COTTAGE MANAGER DUTIES AND RESPONSIBILITIES

1. Assist to assign applicant to a cottage.
2. Provide related Teacher Housing forms for new, returning and vacating tenants. All forms will be provided by the Teacher Housing Program.
3. Determine and collect initial rent and the security deposit.
4. Assign keys to new tenants.
5. Provide and maintain the Teacher Housing Policy Manual in each unit.
6. Conduct physical inspection with new or vacating tenant. Submit written report of any damages and/or discrepancies.
7. Submit a monthly activity report of cottage related activities, to include repair work.
8. Keep the Program informed of tenant or property matters as they occur, to include needed cottage repairs.
9. Notify the Program in writing of any known tenant violation(s) or complaints.
10. Act as liaison between the PROGRAM and contractors (inspect and report completion of repairs and services for approval of payment to contractor).
11. Respond to emergency repairs, and then notify the Program.
12. Act as a liaison between the PROGRAM and tenants.
16. Perform other duties as assigned.



State of Hawaii - Department Of Education

GROUNDSKEEPER DUTIES AND RESPONSIBILITIES

1. Groundskeeper shall maintain all yard and common areas of the teacher housing site, to include fertilization or spraying as needed. All supplies and equipment to perform duties provided by the groundskeeper.
2. Mow all lawns as necessary to maintain the grass at a height no higher than two (2) inches.
3. Water planted areas with consideration to general weather conditions and natural precipitation.
4. Perform required ground care such as weeding, grubbing, raking and all necessary work to keep the grounds and common areas clean and in an orderly appearance.
5. Cut, trim, prune hedges and shrubbery to maintain a height appropriate and/or as determined by the Cottage Manager. Responsible for removal and disposal of all trash and cuttings from related work.
6. Maintain all planted areas quarterly or as needed and/or recommended.
7. Monitor all trees on property and determine when trimming or removal is necessary. Make recommendations to the Program as needed.
8. Perform other related duties as requested by the Cottage Manager and/or Program.



TEACHER HOUSING NOTICE TO VACATE FORM

NOTE: A copy of either your Driver's License or most recent Personnel Form 5 must be attached and submitted together with this form.

This will serve as my written notice to VACATE Cottage _____, located at
(housing address) _____

on ____/____/____. The reason for vacating is _____

Current Monthly Rent: \$ _____ Security Deposit: \$ _____

Forwarding Contact Information:

Mailing address for SECURITY REFUND check: _____

The effective date of the above address is: _____

E-mail address: _____@_____
(Provide a contact e-mail address to be used after vacating date)

Contact phone # (_____) _____

Submitted by (Print name) _____

X _____ SS# XXX-XX-_____
Tenant Signature

Date _____

Mail **ORIGINALSIGNED COPY** directly to:

**AUXILIARY SERVICES BRANCH
TEACHER HOUSING
1037 S. BERETANIA STREET
HONOLULU, HI 96814**



TH - ENTRY/VACATE CHECK LIST LOCATED _____, COTTAGE # _____

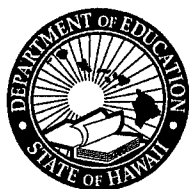
	CLEAN	DIRTY	COMMENTS
1 RANGE			
A. BURNER BIBS (REFLECTOR PANS)			
B. BURNER COLLARS			
C. AREA UNDER BURNER BIBS			
D. AREA UNDER RANGE TOP			
E. EXTERIOR AREA OF RANGE			
2 OVEN			
A. INSIDE OF OVEN			
1. CEILING			
2. BOTTOMS			
3. SIDES			
B. RACKS			
C. BROILING PAN			
D. BROILING RACK			
E. OVEN DOOR (INSIDE)			
3 REFRIGERATOR			
A. EXTERIOR AREA (DOOR, SIDES, TOP)			
B. RACKS			
C. SHELVES			
D. BINS			
E. FREEZER SECTION			
4 KITCHEN CABINETS AND DRAWERS			
A. SHELF & DRAWER LINERS REMOVED & CLEANED			
B. EXTERIOR OF CABINETS & DRAWERS			
5 KITCHEN SINK			
6 KITCHEN COUNTER (BURNS, CUTS, ETC.)			
7 KITCHEN FLOOR (HOLES, SCRATCHES, ETC.)			
8 BATHROOM			
A. BATHTUB (STAINS, SOAP RESIDUE, CRACKS)			
B. BATHTUB WALLS (MILDEW, CRACKS, ETC.)			
C. BASIN (STAINS, CRACKS, ETC.)			
D. FLOOR (SCRATCHES, HOLES, ETC.)			
E. TOILET			
1. BOWL (INSIDE/OUTSIDE)			
2. SEAT (TOP/UNDERSIDE)			
3. TANK (TOP/SIDES)			
9 LIVING ROOM			
A. WALLS (HOLES, TAPES, NAILS, ETC.)			
B. FLOOR (SCRATCHES, HOLES, ETC.)			
C. WINDOWS (BROKEN GLASS, INOPERABLE, ETC.)			
D. SCREENS (TORN, MISSING, ETC.)			
10 BEDROOM #1 (TENANT'S NAME): _____			
A. WALLS (HOLES, TAPES, NAILS, ETC.)			
B. FLOOR (SCRATCHES, HOLES, ETC.)			
C. WINDOWS (INOPERABLE, BROKEN GLASS, ETC.)			
D. CLOSET			
11 BEDROOM #2 (TENANT'S NAME): _____			
A. WALLS (HOLES, TAPES, NAILS, ETC.)			
B. FLOOR (SCRATCHES, HOLES, ETC.)			
C. WINDOWS (INOPERABLE, BROKEN GLASS, ETC.)			
D. CLOSET			
12 BEDROOM #3 (TENANT'S NAME): _____			
A. WALLS (HOLES, TAPES, NAILS, ETC.)			
B. FLOOR (SCRATCHES, HOLES, ETC.)			
C. WINDOWS (INOPERABLE, BROKEN GLASS, ETC.)			
D. CLOSET			
13 TRASH AND PERSONAL EFFECTS REMOVED FROM:			
A. INSIDE OF UNIT			
B. OUTSIDE OF UNIT			
C. UNDER UNIT			
14 RECEIVED _____ COTTAGE KEYS _____ MISSING			

FULL SECURITY DEPOSIT IS RECOMMENDED YES NO

COTTAGE MANAGER'S SIGNATURE

TENANT'S SIGNATURE

DATE



State of Hawaii – Department of Education
Supplemental TH VACATING CHECKLIST

In addition to the VACATING checklist, the following will be a part of the final inspection upon vacating the Cottage. Tenant can be held responsible for any damages incurred to the premises and its contents during the occupancy period.

1. RANGE/STOVE
 - a. Clean burner bibs OR replace with new burner bibs if needed.
 - b. Thoroughly clean interior/exterior of range, including cooking surfaces, oven racks and broiler pan (if present).

2. REFRIGERATOR
 - a. Remove storage of all food/beverage from freezer and refrigerator area
 - b. Thoroughly clean interior/exterior of refrigerator to include shelves, racks, any bin drawers and compartments.

3. STORAGE AREAS
 - a. Remove all contents (any liners) from drawers, cabinets, closets
 - b. Wipe down interior shelves

4. SINKS, WASH BASINS, TOILET, BATHTUB
 - a. Thoroughly clean.

5. REMOVAL OF TRASH, PERSONAL EFFECTS FROM COTTAGE PREMISE
 - a. Tenant is responsible for removal and disposal of any trash and/or personal property from the interior/exterior of the unit.

6. If you have used nails, screws, tapes on the walls (although prohibited), it must be removed.
 - a. All holes must be repaired and restored to the original condition.

7. All floor areas must be cleaned.

8. All keys to the premise, storage lockers and mail box (if applicable) to be returned.

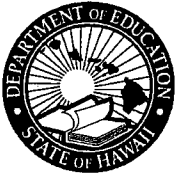
I have read and received a copy of the Supplemental Vacating Checklist.

 Tenant's signature

 Date

 Cottage Manager Initial

Cottage # _____, _____ Complex.



State of Hawaii – Department of Education
REQUEST FOR TH REFUND/REIMBURSEMENT

A copy of your Driver's License OR Personnel Form 5 must be attached to this form.

REQUESTED BY: _____ DATE ____/____/____

COTTAGE #: _____ @ _____ Teacher Housing complex.

TOTAL AMOUNT REQUESTED: \$ _____

MAILING ADDRESS & CONTACT INFORMATION, effective date _____

PH #: _____ E-MAIL _____ @ _____
(PERSONAL EMAIL CONTACT)

INDICATE THE REASON FOR REQUEST:

Refund for overpayment \$ _____ for pay period (s): _____

Return of SECURITY DEPOSIT \$ _____ Date Vacated: ____/____/____

OTHER – Provide detail(s) for the reimbursement or refund:
(The ORIGINAL receipt(s) or supporting documentation must be attached to process payment.)

SUBMITTED BY: _____ DATE _____
(SIGNATURE)

(This section for TH PROGRAM USE ONLY)

APPROVED

DISAPPROVED

Program Administrator

Date

Accounting Code:

ORG ID: _____ PROG ID: 37933 BFY: _____ SOURCE/OBJECT CODE: _____

