

**Student**

**Residential Handbook**

**Efficiency Apartment  
Family Housing**

Amended by NTU Board of Regents: August 1, 2015



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## **I. INTRODUCTION**

1. **Policy Statement:** It is the policy of Navajo Technical University (NTU) to provide a safe, healthy and comfortable living environment for its students who choose to pursue their educational goals and live on campus. The goal of NTU is best accomplished by enacting policies and procedures which governs the actions of its Residential Services personnel and students living on campus. Every effort is made to work with each student tenant to ensure compliance with their Tenant Contract.
2. **Applicable laws/policies:** The Residential Services complies with all NTU policies and procedures established and approved by the NTU Board of Regents. In addition, it complies with the requirements of the Native American Housing and Self-Determination Act 24 Code of Federal Regulations (NAHASDA 24 CFR) of 1996 and all applicable Navajo Nation laws.
3. **Purpose:** This policy shall govern the selection, admissions, occupancy, collection, termination, and grievances of Residential Students who reside in NTU student apartments while pursuing their educational goals.

## **II. RESIDENTIAL LIVING**

Housing is a basic need of any person, and as such is a most important part of our basic environment. It has a great effect on our personal development. Therefore, NTU believes in providing a clean, safe, and healthy environment for students residing on campus. As a student living in a residential facility, one is challenged to make community living valuable and rewarding with new friends and experiences. It is a privilege to reside on campus at NTU, but your success is your responsibility as a mature individual. There are two major types of student housing available at the Crownpoint campus for eligible full-time students. The residential complex is located southwest on the main campus. There are two Efficiency Apartment complexes and one student Family Housing complex.

### **1. Efficiency Apartments**

The efficiency apartment complexes are the two-story buildings on the west side of the campus. The efficiency apartments provide a living arrangement for qualified single adult students without dependents. The student must be enrolled as a full-time student at NTU. The efficiency apartment complexes consist of the following:

- a) **Rooms:** Each apartment is designed to accommodate two (2) occupants per room. The rooms are furnished with the following furniture: study desk, chair, bed, and closet. Each apartment has its own restroom with shower stall. The room has a small conventional kitchenette area with a small sink, mini- size refrigerator, and a microwave oven for snack purposes only.
- b) **Disability Room:** NTU complies with the requirements of the Americans with Disability Act. There are two rooms per building, which are specially designed to

- accommodate disability needs. In compliance with the same requirements, there is an elevator in each building.
- c) Lobby: The downstairs lobby of each building is considered a social area, where a person may watch TV, visit and relax. The upper lobby of each building is a quiet study area.
  - d) Laundry Room: On each floor of Efficiency 1& II, there is a laundry room equipped with several washers and dryers. Residents must provide their own laundry detergents. The laundry rooms are open for usage from 6:00 AM to 10 PM. Student residents are solely responsible for any clothes left behind, and NTU is not liable for any theft or damage to student's property.
  - e) Janitorial Room: A cleaning closet is available on each floor. Authorized cleaning detergents are available for the student residents' usage. Each student is responsible for his or her own cleaning tools or accessories.
  - f) Personal Computer: Computer outlets are accessible in each room for personal computers. The resident student must provide his/her own complete computer system before the service will be activated. The student must submit an approval request to the Residential Manager and Information Technology Department. NTU is not liable for any theft of or damage to a student's computer equipment.
  - g) Smoke Detectors: Smoke detectors are located throughout the Residential buildings, as required by National Fire Protection Association (NFPA) Codes.
  - h) Offices: Residential Staff are located throughout the two buildings to ensure their accessibility for students. The Residential Manager's office is located in Efficiency Apartment Building #2. The Residential Staff are on duty 24- hours in both buildings when the college is in session
  - i) Parking Lots: Parking lots are available for residents of the efficiency apartments and student family housing who bring a personal vehicle. A resident student must register his or her vehicle with transportation office.
2. **Student Family Housing:** The student family housing complex is located southeast of the efficiency apartments. The student family housing units provide a living arrangement for qualified students with more than one legal dependent (i.e., married or single with dependents). The student must be enrolled full-time at NTU. All student family housing units consist of the following:
- a) Bedroom: Two 10'x10' bedrooms with double door clothes closet. Smoke detectors are located in each bedroom as required by National Fire Protection Association (NFPA) Codes.
  - b) Bathroom: Each apartment is designed with a minimum standard requirement for a bathroom.
  - c) A bathtub/shower combination unit is provided. Adequate storage is available in the bathroom.
  - d) Living & Dining Area: A 25'x10' combined living and dining area are included in the family apartments. A fixed study area with cabinets and a storage closet are provided.
  - e) Kitchen: There are two types of kitchen floor plans available in the apartments: a "U" shape floor plan or an enclosed area floor plan. A cooking range and refrigerator are

- provided.
- f) Laundry: Each apartment is designed with a small laundry room. Some apartments are equipped with washers and dryers. A student can choose to provide his/her own laundry appliances after obtaining approval from the Residential Manager. Washers and dryers owned by NTU are exclusively for student family housing tenants only.
  - g) Storage: There is no outside storage available for student tenants. Only limited storage is available inside each apartment. The apartment's sheltered porch can be used to store limited items such as barbeque grills, bike racks, etc. Do not clutter the entryway/porch with items that may create a fire hazard or safety issue. Motorcycles, ATVs and other small motorized vehicles cannot be parked in this area.
  - h) Telephone & Internet: NTU Information Technology Department may be contacted office as well regarding questions related to telephone and internet services.

### **III. APPLICATION PROCEDURES**

#### **1. Student Family Housing:**

It is the responsibility of the student to complete a housing application and attach all necessary supporting documents. The completed application package will be submitted to the Residential Services office.

Students who have completed his/her academic program and wish to continue in another program, must vacate, and reapply for housing (exception are students who are advancing into a higher degree program, for example AAS to BAS).

The following documents must be included to be considered for review:

#### **REQUIRED DOCUMENTS**

Family Housing applications are valid for one academic year.

- a) Completed and signed Residential Application If the student is married, the student will need to provide a marriage certificate/license or certified court order validating a traditional Navajo wedding ceremony or common-law marriage.
  - i. Letter of Admission (official registration of courses will be verified as a full-time student, when classes begin according to the school calendar).
  - ii. Government or State ID for the lease holder and co-applicant
  - iii. Certificate of Indian Blood (CIB) or Official Proof of Indian Blood for applicant and dependents
  - iv. Copies of birth certificates for each person, including dependents
  - v. Updated immunization record for each person
  - vi. Financial documents (e.g. income tax forms, w-2, or other income verification). First preference will be given to low-income eligibility per NAHASDA guidelines.
  - vii. A background check, consisting of criminal history records (e.g., past crimes, active warrants), shall be obtained for incoming or current students (all adults) that apply for Student Family Housing. The Residential Manager or Residential Assistant will conduct the background check, which will be

reviewed by the Residential Manager with the Dean of Student Services to determine if the student poses an unreasonable risk to the safety or security of others in the campus community. The student's housing application shall be denied if it is determined that he/she poses a risk as described above.

- b) Verification of Application: Upon receiving all required documents, Residential Services management will verify the information, and will rate each application in accordance with a Preference Rating system.

Preference Rating: Eligible applicants will be given a preference rating with a possible maximum score of 40 points computed as follows:

**Preference Score**

Complete Application (signed)	10 points
NTU Admission Letter (full time)	5 points
Photo ID, Driver's License, etc.	5 points
Mileage Chart ( 50 plus miles)	5 points
Mileage Chart (100 plus miles)	10 points
Mileage Chart (200 plus miles)	15 points
Mileage Chart (300 plus miles)	20 points

The Mileage Chart indicates the distance between the student's home and the College.

- c) Waiting List: Only a Student, who has submitted a complete application packet, will be placed on the Student Housing Waiting List. The applicant will be contacted one time only when housing becomes available, and if the applicant does not respond; the application will be placed in the inactive file after five (5) days.
- d) Confirmation: The eligible student will be notified in writing of his/her eligibility status.
- e) Income verification will be supplemented by the Financial Aid Office per low income housing guidelines.
- f) High Income Student applications will be determined per NAHASDA regulations at 24 CFR, Part1000.
- g) Non-Native American students may be eligible if the Student Housing Waiting List has been exhausted according to the NAHASDA regulations – Essentials Family (see XII. Essentials Family)
- h) Occupancy Assignment: NTU Residential Services establishes Occupancy Standards that it applies to avoid overcrowding per NAHASDA guidelines. The age, sex, and relationship of the person occupying a bedroom shall be taken into consideration.

**Family Housing**

	<b>Minimum</b>	<b>Maximum</b>
Two Bedroom	Two (2)	Six (6)

**2. Efficiency Apartment:**

It is the responsibility of the student to complete a housing application and attach all necessary supporting documents. The completed application package will be submitted to



the Residential Services office. The following documents must be included to be considered for review:

**REQUIRED DOCUMENTS**

- a) Completed and signed Residential Application
  - i. Letter of Admission (official registration of courses will be verified as a full-time student, when classes begin according to the school calendar).
  - ii. Government or State ID
  - iii. Certificate of Indian Blood (CIB) or Official Proof of Indian Blood for applicant
  - iv. Updated immunization record
  - v. Financial documents (e.g. income tax forms, w-2, or other income verification). First preference will be given to low-income eligibility per NAHASDA guidelines.
  
- b) Verification of Application: Upon receiving all required documents, Residential Services management will verify the information, and will rate each application in accordance with a Preference Rating system.

Preference Rating: Eligible applicants will be given a preference rating with a possible maximum score of 40 points computed as follows:

**Preference Score**

Complete Application (signed)	10 points
NTU Admission Letter (full time)	5 points
Photo ID, Driver’s License, etc.	5 points
Mileage Chart ( 50 plus miles)	5 points
Mileage Chart (100 plus miles)	10 points
Mileage Chart (200 plus miles)	15 points
Mileage Chart (300 plus miles)	20 points

The Mileage Chart indicates the distance between the student’s home and the College.

- c) Waiting List: Only a Student, who has submitted a complete application packet, will be placed on the Waiting List. The applicant will be contacted one time only when a room becomes available, and if the applicant does not respond; the application will be placed in the inactive file after five (5) days.
- d) Room Confirmation: The eligible student will be notified in writing of his/her eligibility status.
- e) Income verification will be supplemented by the Financial Aid Office per low income housing guidelines.
- f) High Income Student applications will be determined per NAHASDA regulations at 24 CFR, Part1000.
- g) Non-Native American students may be eligible if the Student Housing Waiting List has been exhausted according to the NAHASDA regulations – Essentials Family (see XII. Essentials Family)
- h) Occupancy Assignment: NTU Residential Services establishes Occupancy Standards

that it applies to avoid overcrowding per NAHASDA guidelines. The age, sex, and relationship of the person occupying a bedroom shall be taken into consideration.

**Efficiency Apartment**

One Apartment Unit	Minimum	Maximum
	One (1)	Two (2)

**IV. CHECK-IN PROCESS**

Upon arrival on the campus, the student will report to the Residential Manager’s office, located in the Efficiency Apartment Building and present a confirmation letter to begin the check-in process. A Residential staff member will conduct the Check-In Process as follows:

1. Review the student’s folder for completeness to ensure that all documents have been submitted.
2. Explain to the student the Student Tenant Contract emphasizing the rules. Student shall read the contents of the Student Tenant Contract and acknowledge that she/he understand the contents of the Contract.
3. The student will sign the Student Tenant Contract in the presence of the Residential staff member. The Residential Manager shall sign the contract on behalf of NTU. A copy of the Contract will be provided to the Student.
4. Staff member will conduct a Move-In Inspection with the student, and the Inspection form shall be completed in the presence of the student. The Student shall sign the Inspection form.
5. The staff member will issue one (1) room key to the student. The student shall sign the Key Track Sheet.

**V. STUDENT TENANT CONTRACT**

1. A Student Tenant Contract is a legally binding agreement between the Student and NTU which governs the student’s occupancy.
2. Explanation of Contract Content: At the time of check-in process, the Residential staff shall explain to the student the terms of the Contract.
3. Verification and Execution of Student Tenant Contract: At the time of check in, the Student shall sign the contract in the presence of a NTU Residential Staff member. The Residential Manager shall sign the contract on behalf of NTU.
4. Copy of Contracts: There shall be three (3) copies made. One copy shall be provided to the Residential Service Manager, one copy shall be placed in the Student Resident’s file, and one copy shall be given to the student.

5. Terms of Contract: The legally binding terms and condition of the Student Tenant Contract shall be for one academic session (Fall, Spring, or Summer). NTU shall have the right to enforce the Contract and remedy any violations of the Contract against the student throughout the academic semester.
6. A student folder will be developed by the Residential Services and filed at the Residential Office. All information will be filed and maintained in accordance with NTU privacy guidelines. The folders will contain but not be limited to the following information:
  - a) Application (Admission Letter, Photo ID, CIB, and Complete application)
  - b) Tenant Contract
  - c) Verification under Agencies (Food Stamp, Work Force, TANF, Etc.)
  - d) Personal Information and Signed Authorization for the Release Information /Privacy Act Notice
  - e) Declaration of Section 214 Status form
  - f) Maintenance Inspection Forms
  - g) Incident Report/Signed Contracts
  - h) Low income verification, Financial Needs Analysis, Scholarship award letter, etc.

## **VI. CHECK-OUT PROCEDURES**

1. When a Student is moving out due to completion of his/her academic program, personal choice, or violation of the Student Tenant Contract, the student shall comply with the following procedures:
  - a) Remove all personal property
  - b) Clean the Efficiency Apartment/Student Family Housing unit
  - c) Contact the Residential Staff/Manager and arrange for a Move-Out Inspection
  - d) Sign the Move-Out Inspection Form, NTU Property inventory form and Termination form
  - e) Return the Efficiency Apartment/Student Family Housing unit key(s)
2. Students, who are vacating, need to make an appointment with Residential Staff. If a Student fails to check out according to the above procedures, neither the Security Deposit nor any outstanding balance owed by NTU will be paid to the student. A student forfeits his/her deposit and any outstanding balance owed by NTU by failing to comply with the above procedures.
- 3.

## **VII. EFFICIENCY APARTMENT/STUDENT FAMILY HOUSING ASSIGNMENT**

1. Efficiency Apartment: Both of the two-story Apartment buildings are for single students without dependents. (The apartments will be assigned based on the Preference Rating score).
  - a) Handicap Room: A student with special needs will be offered a disability room to comply with the ADA requirement. If the student refuses the offer, the refusal will be

- documented in writing and submitted to the Residential Manager.
- b) A returning student, who occupied an Efficiency Apartment the previous Semester, has the option to submit a written request for assignment of an Efficiency Apartment for the following semester and to apply his/her security deposit to the following semester. This request must be submitted to the Residential Manager before the end of the previous semester. He / She shall be given preference in the assignment of an efficiency apartment housing upon submission of an updated housing application.
2. Student Family Housing: The Student Family Housing will be assigned based on the Preference Rating score.
    - a) A returning student, who occupied Family Student Housing the previous semester has the option to submit a written request for assignment of family student housing for the following semester and to apply his/her security deposit to the following semester. This request must be submitted to the Residential Manager before the end of the previous semester. He/she shall be given preference in the assignment of student family housing upon submission of an updated housing application. Initial Occupancy: A new Student will be assigned a Student Family Housing unit based on availability of a unit, and the Preference Rating score.
    - b) Transfer to another Student Family Housing unit: A student may request in writing to transfer to another student family housing unit. The transfer must be approved by the Residential Manager. A transfer will be permitted one time during the period of the Student Tenant Contract. Approval will be based on a case-by-case basis.

### **VIII. SECURITY DEPOSIT & DAMAGE COSTS**

1. Payment of Security Deposit: All students shall pay the Security Deposit before an Efficiency Apartment/Student Family Housing Unit will be assigned.

#### **Deposit Chart**

Efficiency Apartment	\$150.00
Student Family Housing	\$250.00

2. Options for Payment of Security Deposit: If a student is unable to pay the full security deposit arrangements for a payment plan have to be approved by the Residential Manager and NTU Business Office. The approval of a security deposit payment plan is made on case-by-case basis.
3. If a returning student does not check in by the first day of class, the room assigned will be cancelled and the security deposit will be refunded. The room assignment will be awarded to next person on the waiting list.
4. Charges against Security Deposit for Improper Check Out, Failure to Return Key, Failure to clean and Failure to Maintain: The following charges shall be deducted from the Security Deposit for improper check out, failure to return key, failure to leave a clean unit, and for damages to the unit:

**Efficiency Apartment/Student Family Housing**

Improper Check out	\$40.00
No Key Return	\$40.00
Cleaning Charge	\$100.00

5. No Refund of Security Deposit: If a student tenant abandons his/her efficiency apartment/student family housing unit or damages the efficiency apartment/student family housing unit, the Security Deposit will not be refunded. It will be applied to the cost of cleaning, repairing, and sanitizing, the efficiency apartment/ student family housing unit. If a student contract is terminated due to violation of school / residential policies, the charges will not be “pro-rated”
6. Total Refund of Security Deposit: A student can receive an entire refund if he/she checks out in accordance with tenant check-out requirements, and leaves a clean, damage-free efficiency apartment/student family housing unit. If a student owes a balance to the university, the deposit will be forfeited up to the balance owed.
7. Security Deposit Refund: Refunds will be made thirty (30) days after the date the move-out inspection form is signed by the Student. NTU Financial Services has assigned specific days of the week when checks are written..
8. Damage/Repair/Replacement Charges: A charge shall be assessed against the student for any damages, repairs and/or replacement of items within the efficiency apartment/student family housing unit occurring during the student’s occupancy. The security deposit shall be applied toward the charges and any amount that remains due shall be assessed against the student. The Charges are subject to change and are as follows:

**Damage/Repair/Replacement Cost**

Door Knob/Lever	\$35.00
Door Closer(Complete Set)	\$95.00
Door Stopper	\$5.00
Lost Key (replacement)	\$25.00
Kitchen Countertop	\$35.00
Bathroom Fixtures	\$10.00
Smoke Alarm	\$40.00
Fire Extinguisher	\$60.00
Window Glass Pane (each)	\$45.00
Blinds	\$15.00
Bed Frame and Mattress	\$100.00
Student Desk	\$50.00
Microwave	\$125.00
Refrigerator (small)	\$175.00
Refrigerator (large)	\$750.00
Gas Range	\$300.00
Refrigerator Compartments	\$10.00
Toilet Seat	\$15.00
Screen Door	\$100.00
Cleaning Yard	\$25.00
Major Janitorial Services	\$100.00

Improper Check Out	\$40.00
Door Hinge	5.00
Key Cylinder	\$20.00
Floor Tile Replacement	\$15.00
Kitchen Faucet	\$45.00
Cover Plate and Outlet, Switch	\$5.00
Light Cover	\$25.00
Screen Window	\$15.00
Closet Repair	\$20.00
Closet Set	\$50.00
Mattress	\$85.00
Microwave Glass Plate	\$15.00
Gas Range Parts	\$25.00
Complete Toilet Parts	\$20.00
Medicine Cabinet	\$35.00
Screen Door Parts	\$15.00
Janitorial Tools/Equipment	\$25.00
Minor Janitorial Services	\$25.00
Labor Charge per Hour	\$25.00

## IX. MAINTENANCE/INSPECTIONS

1. Maintenance Inspections will be conducted at the following times to ensure the unit (i.e., efficiency apartment or student family housing unit) complies with all safety standards:
  - a) Prior to the Student moving into the unit
  - b) Upon the student moving out of the unit
  - c) On an annual basis
2. Maintenance inspections and services performed on work orders will be conducted in accordance to with the NTU Maintenance Policy and Procedures.
3. Regular Maintenance Charges: Work performed by the Maintenance Department during regular work hours (i.e., Monday through Friday, 8 a.m. to 5 p.m.) is considered regular maintenance hours, and the student will be charged accordingly. Students must make request(s) or inform the residential office of any needed repairs. A work order will then be submitted by residential services to the maintenance department.
4. Maintenance Operation: Maintenance Operation is located at the Modular 2 building on the Navajo Technical University campus. Work Order will be in writing and forwarded to Maintenance Operation to be assigned by the Maintenance Supervisor to a Maintenance Technician. Maintenance Technician will check the work order and arrange work to the resident and notice will be given to Residential Staff.
5. Emergency on Call: The Maintenance Supervisor will issue an emergency contact list that will be given to the Residential Services. Residential staff will contact the Maintenance Technician on call for Maintenance Emergency during weekends, Holiday, or Breaks.

## Inspections:

1. The unit will be inspected for safety, sanitation and contract compliance as follows:
  - a) Move-in Inspection: This inspection is performed to record any discrepancies when the unit is being assigned.
  - b) Monthly Inspection: During occupancy, the unit will be inspected for sanitation, health, safety and compliance with the Student Tenant Contract terms.
  - c) Move-out Inspection: When the student terminates his/her Student Tenant Contract, the Residential Service Manager or his/her Representative will inspect the unit with the student. Any discrepancies found during this Move-Out Inspection will determine the amount of security deposit to be refunded to the student.
  
2. Inspection Procedure: Inspections are conducted for cleanliness, to determine if any repairs are needed, and to ensure that the safety and health standards are followed. A residential staff member shall conduct the inspection. An Inspection Form will be used for each inspection. The staff will:
  - a) Give inspection notice
  - b) Knock three times and identify self
  - c) State the reason(s) for wanting to enter
  - d) Ask the occupant(s) to open the door
  - e) When the door is opened, conduct the necessary inspection.
  - f) Tenant will acknowledge the inspection with his/her signature on the Inspection Form.
  
3. Usage of a Master Key for Inspection: All apartments/units are to be inspected at the time of the scheduled inspection. The Tenant should not interfere with the inspection process. If the Tenant fails to open the door for the inspection team, a Residential staff member will unlock the door with a master key and enter the unit. The Residential staff member (i.e., Inspector) will inspect the unit and record all necessary findings, and leave the unit after completing the Inspection. It is the responsibility of the Inspector to secure the lock on the door. A notice shall be left for the student to see the residential staff member in reference to the inspection.
  
4. Illegal Property within Units: If any illegal substances (alcohol, drugs, or weapons) or unauthorized property are found in the unit, the residential staff will notify the security personnel and the Navajo Nation Police. An Incident Report will be filed and a copy provided to the Tenant. All policies in the NTU Student Handbook shall be enforced.
  
5. Inspection Notice: Students who do not pass their unit inspection will be shown the necessary housekeeping skills by the Residential staff. If the student continues to fail the inspections, the following steps will apply:
  - a) Verbal warning
  - b) A written warning that becomes part of the student's folder for future Housing

reference.

- c) Referral to Residential Manager for non-compliance of a Student Tenant Contract. To further assist the student with housekeeping skill, he/she will be placed on Residential Probationary status.

## **X. RESIDENTIAL HOURS AND LODGING**

1. Visiting Hours: Visiting hours apply to Efficiency Apartments and Student Family Housing. These hours will be enforced by Security personnel for the safety and well-being of all residents, especially children. Visiting hours are as follows:
  - a) Monday-Thursday: 5:00 P.M. to 10:00 P.M.
  - b) Friday-Sunday: 8:00 A.M. to 10:00 P.M.
2. Quiet Hours: Monday through Sunday, from 10:00 p.m. to 6:00 a.m. Quiet hours apply to all Residential areas, including the Efficiency Apartments and Student Family Housing. Each student must remember that the privilege to reside on campus is to obtain educational excellence by focusing on study needs.
3. Pool Table Hours: The pool table is NTU property. The pool table may be used during the following hours:
  - a) Monday-Thursday: 6:00 P.M. to 9:00 P.M.
  - b) Friday-Sunday: 8:00 A.M. to 9:00 P.M.
4. Standard Lodging Rates: The following fees will be charged for temporary overnight stay. Lodging in the NTU Efficiency Apartments only will be valid upon a written request and approval by the Residential Manager. Fees are subject to change.

NTU Affiliate Group Visitors	\$35.00 per person/daily rate
Non NTU Affiliate Group Visitors	\$35.00 per person/daily rate

5. Between Sessions: Resident Students Tenants, assigned to an Efficiency Apartment, will be required to move out at the end of the each semester/session. Student Tenants, assigned to a Student Family Housing unit, may continue to reside in their assigned unit beyond the end of the semester/session upon the approval of the Residential Manager on a case-by-case basis upon consideration of the following special circumstances:
  - a) Children of the Student Tenant are still in school beyond the end of the semester/session
  - b) Student Family Housing is the only place for a student tenant and his family to stay in order to attend the next semester/session
  - c) Residence within Student Family Housing by a student tenant shall not exceed 4 years.



## **XI. RESIDENTIAL LIVING COSTS**

The Residential Living Costs is the Administrative Operation Fee that is paid by each student tenant to cover the operational costs for the residential units (i.e., utilities, insurance, security, staffing, equipment, maintenance, business office costs). The fees associated with the efficiency apartment or student family housing is to be paid no later than the end of each semester/summer session. Students with financial aid will have their fees taken out of their financial aid award automatically. Any unpaid fees will be the responsibility of the student to pay.

### **Administrative Operation Fee**

#### **Efficiency Apartment Fees:**

Administrative Operation Fee \$1,140.00 per semester  
\$71.25/week summer session

#### **Student Family Housing:**

Administrative Operation Fee \$ 500.00 per month  
\$ 500.00 per month during summer session

## **XII. EXCEPTIONS UNDER NAHASDA REGULATIONS FOR HOUSING ASSISTANCE FOR NON-NATIVE AMERICANS, LAW ENFORCEMENT OFFICERS AND NON-LOW INCOME TRIBAL MEMBERS**

The Essential Family clause of the NAHASDA regulations (24 CFR) permits an exception to the Low Income eligibility requirements for housing assistance to Non-Native American, Law Enforcement, and Tribal members who are not Low Income if the Waiting List for NAHASDA housing has been exhausted. The recipient in the following subsections is NTU. The Essential Family clause of the NAHASDA regulations are as follows:

1. Exception to Low-Income Requirement- A recipient may provide assistance for homeownership activities under section 202(2), model activities 202(6), or loan guarantee activities under title VI to Indian families who are not low-income families, to the extent that the Secretary approves the activities pursuant to such section or title because there is a need for housing for such families that cannot reasonably be met without such assistance. The Secretary shall establish limits on the amount of assistance that may be provided under this Act activity for families who are not low-income families.
2. Non-Indian Families-Notwithstanding paragraph (1), a recipient may provide housing or housing assistance provided through affordable housing activities assisted with grant amounts under this Act for non-Indian family on a Indian reservation or other Indian area if the recipient determines that the presence of the family on the Indian reservation or other Indian area is essential to the well-being of Indian families and the need for housing for the family cannot reasonably be met without such assistance.
3. Law Enforcement Officers-A recipient may provide housing or housing assistance provided through affordable housing activities assisted with grant amounts under this Act

for a law enforcement officer on a Indian reservation or other Indian area, if—

The Officer:

Is employed on a full time basis by the Federal Government of a State, county, or lawfully recognized tribal government; and

In implementing such full-time employment, is sworn to uphold, and make arrests for, violations; or

Federal, State, county or tribal law; and

The recipient determines that the presence of the law enforcement officer on the Indian reservation or other Indian area may deter crime.

4. Preference For Tribal Members And Other Indian Families-the Indian Housing Plan for an Indian Tribe may require preference, for housing or housing assistance provided through affordable housing activities assisted with grant amounts provided under this Act on behalf of such tribe, to be given (to the extent practicable) to Indian families who are members of such tribe, or to other Indian families. In any case in which the applicable Indian housing plan for an Indian tribe provides for preference under this paragraph, the recipient for the tribe shall ensure that housing activities that are assisted with grant amounts under this Act for such tribe are subject to such preference.

### **XIII. RESIDENTIAL CODE OF CONDUCT**

Residential Living is a Privilege, not a Right: The opportunity to live in a NTU residential student housing is a privilege, it is not a right.

Misconduct: A resident-student, who engages in any conduct prohibited under Navajo law or applicable Federal law, violates any NTU housing policy, and/or fails to comply with the terms of his/her Student Tenant Contract will be reported to the Residential Manager. The Residential Manager will review the details of the misconduct, and determine the procedure to apply for further disciplinary action. The procedure will be explained to the student including all possible consequences. The NTU Student Handbook will be enforced.

Prohibited Conduct in Residential Area: To enforce the policies of NTU, the laws of the Navajo Nation, and applicable laws of the United States, the following conduct is strictly prohibited:

1. Use of, or possession of or being under the influence of alcoholic beverages, illegal drugs and mind- altering substances (Drug-Free Policy)
2. Interfering with NTU staff in fulfilling their duties
3. Intimidation or threats (verbal or physical)
4. Battery and/or assault
5. Possession/use of weapons

6. Robbery, theft, or fraud
7. Sexual harassment
8. Sexual assault
9. Harboring
10. Failure to maintain clean rooms and assigned areas that may result in safety or sanitation problems.
11. Smoking in Rooms or In Common Areas of any Residential Housing (Smoke-Free Policy).
12. Any other violations according to the Student Handbook

The above violations are specifically explained in the Student Code of Conduct section of the NTU Student Handbook. Policy violations may result in eviction, termination and/or expulsion. All crimes are reported to the local law enforcement agency.

#### **XIV. RESIDENTIAL GUIDELINES AND RULES**

Peaceful Enjoyment of the Residential Environment: Residential students are expected to live in harmony with one another, and to enjoy the peaceful environment of Residential facilities. Residential students shall respect the property and rights of each other while co-existing in the efficiency apartments and using NTU property. Rules contained herein apply to all residential students, whether assigned to efficiency apartments or student family housing units.

1. Mail Services: The mail service for all student tenants is handled by the Residential Office. Each student tenants is responsible for checking with the Residential Office for their mail. The Residential Service staff will only deliver mail to the named addressee. Mail will not be given to children of student tenants. All mail delivered through United States Postal Service is U.S. Property, and mismanagement or tampering with the property is a Federal offense. Student return address is:

(Student's Name)  
Navajo Technical University  
Residential Services  
P.O. Box 918  
Crownpoint, New Mexico 87313

2. Complaints: All Complaints will be given in writing and signed by the student. The Residential Manager will work with the Student to address the issue(s). If the complaint relates to the Residential Manager, then the chain of command applies and the matter will

be given to the Dean of Student Services. All information will be kept confidential.

3. **Maintenance and Repairs:** All items requiring repairs must be reported to a Residential staff and a Work Order shall be submitted for repairs. The Residential Manager or designee shall sign all Residential Work Orders. Any repair requests, for which a Work Order is not approved; will be charged to the residential student submitting the request if the Maintenance staff determines the damage was intentional.
4. **Pets:** No pets are allowed within the student housing premises. There will be no exceptions to this rule, unless the tenant with a disability has an assistive animal needed as a reasonable accommodation. A student may not feed or adopt a stray pet. If pet rules are violated, it can be grounds for termination of the Student Tenant Contract. A \$25.00 minimum fine will be imposed for violation of this policy.
5. **Children:** Student tenants are responsible for the actions and conduct of their children at all times. An adult must supervise children while playing in the playground area. All student tenants and their families must comply with the Navajo Nation Curfew Law while on the NTU campus. Child neglect and/or abuse will be reported to the Navajo Nation Child Protective Services. Child neglect by a student tenants can be grounds for termination of the Student Tenant Contract depending on the severity of the neglect.

As a parent, student tenants have an obligation to work closely with the NTU Childcare Center and/or the child's school for the safety and welfare of the child. It is the responsibility of the parent to keep the Child Care Center and schools informed about the matters involving your child. Outside agencies should not have to call NTU for information regarding your child. Family members are allowed to visit/stay one week only with the prior approval of the residential manager. Any other situation for personal safety or health reasons is decided on a case by case basis.

6. **Lost Key:** A student tenant is issued one key upon check-in. If the key is lost, the replacement cost is \$25.00. NTU is not responsible for any lost or stolen personal property.
7. **Elevators:** Elevator should be properly used to avoid any damages. Anyone who damages or defaces an elevator will be charged for the total cost of repair to include parts and labor.
8. **Loud Noise/Music:** Music shall be controlled and limited to the assigned unit only. Consideration and respect must be given at all times to other residents who wish to study or sleep. If a student tenant repeatedly violates this policy, the music system shall be removed from the unit and stored until he/she completes or terminate his/her Student Tenant Contract. This also includes loud music from vehicles in the parking lot.
9. **NTU Property:** The student tenant leasing the property is fully responsible for any damage, misuse or abuse of the property. Do not eat on or near computer equipment. If a student tenant is found to be responsible for abuse or neglect, the privilege to lease will be denied for one month and required to pay for any damages and/or repairs.
10. **Parking Lot:** Every student tenant, who brings a vehicle to NTU, shall provide the

information as prescribed in the Housing Application. The student tenant will be responsible for all activities occurring within the assigned parking lot. NTU will not be responsible for any damages, theft, or liability of the vehicle.

11. Handicap Parking Lot: The Handicap parking is designated for individuals with disability (handicap parking sign must be displayed as required). Violators will be subject to having their vehicle towed at their own expense.
12. Bicycles: All bicycles should be secured at all times to a bike rack, or stored in the unit if the student tenant lives in a student family housing unit. NTU is not responsible for any stolen or damaged bicycles.
13. Inoperable (broken) vehicle: Non-working/non-running vehicle will be reported and an Incident Report submitted. The vehicle will be towed away after fifteen days (15) from the Incident Report.
14. Undesignated Parking: Family members of students shall not park on the dirt ground around and/or near the efficiency apartment building. This includes driving up to the porch door of the apartment to load or unload. Adequate help should be provided when moving in or out to avoid such activities. Any damages done to sidewalk, piping, etc. will be charged to the student tenant.
15. Vehicle Repair in Parking Lot: A Student Tenant who works on their vehicle on the Parking lot are responsible for the cleanup of all trash, spills, around the work area.
16. Trash Dumpsters: All student tenants are responsible for their trash, and to properly dispose into the dumpsters. A plastic bag must be used to hold all trash when disposing into dumpsters. No oil, chemicals, or large broken furniture should be put into the dumpsters. Dumpsters are designated for tenants use only.
17. Laundry: Coin operated washers and dryers are available to student tenants only. Student tenants are responsible for all the laundry supplies. NTU is not responsible for lost or stolen items. Laundry facilities are for student tenant use only. Student Tenants are not allowed to use the NTU Staff laundry facilities.
18. Housekeeping: Custodial services are not provided for efficiency apartments. It is the responsibility of all student tenants to maintain a clean, safe, and healthy apartment. Authorized cleaning detergents are available for student tenant's use which is located in the janitorial room. Positive housekeeping skills are observed during the inspection of apartments.
19. Windows: Residential building windows are NOT to be used to enter or to exit the building. Any student caught doing so will meet with the Residential Manager, and may be placed on Residential Probationary status and required to pay a fee for any damages or repair cost.

20. Heating/Cooling System: Whenever the room in the efficiency apartment is not occupied, the heating/cooling system should be set to the lowest setting to save fuel/energy. On long weekends or holidays, Residential staff shall make sure all systems are set to the proper setting before the closure of the building.
21. Yard Maintenance: The student tenant of an apartment within Student Family Housing is responsible for maintaining the front and back yards of the assigned apartment clean and clear of weeds. If a family plants a garden, water conservation must be practiced. The housing unit porch must not be cluttered with personal property.
22. Abandonment: When a student is not occupying his/her apartment/unit for fifteen (15) consecutive days, his/her unit will be declared ABANDONED. All personal property left behind will be properly bagged and tagged by two (2) members of the Residential Staff. The property will be stored for thirty (30) days. During this thirty-day period, efforts will be made to contact the student, and/or the Emergency Contact person listed on the application, so the property can be claimed. If the property is unclaimed after thirty (30) days, the Residential staff will dispose of the property.
23. Storage: An efficiency apartment or student family housing unit shall not be used to store the personal property of students terminated from their Student Tenant Contract. Tattooing Equipment: Use of Tattooing equipment, inks, etc. is prohibited in any NTU Student Housing. Such use is a health and sanitation violation and will be reported to the appropriate authorities.
24. Do not take lobby furniture to your room.
25. No hanging sheets as dividers in the Efficiency rooms as this may cause a safety hazard (obstructing the sprinkler system).
26. Residential department will be closed on Thanksgiving Break, Christmas Break, Spring Break. All students in the Efficiency apartments need to make arrangement during these holidays.
27. All satellite dishes needs to be approved by Residential Manager before installation (Family Housing). If approved the dish must not be attached to the building.
28. No staples or push pins will be allowed to hang pictures; only approved adhesives manufactured for this purpose will be allowed.

## **XV. FIRE SAFETY AND PROCEDURES**

The unit occupied by student tenants must be in compliance with the Navajo Nation and applicable federal Fire Codes. All student tenants are required to observe Navajo Nation and applicable Federal safety codes.

1. Safety Equipment: All units are equipped with safety equipment.

Smoke Detector: No person or student tenant shall tamper with the smoke detector. If the equipment is malfunctioning, a work-order shall be submitted for immediate repair(s). The occupants of the apartment or unit will be charged for any replacement or damages and possibly fined if there is evidence of tampering with the equipment. The appropriate authorities will be notified of any federal or tribal violations

The following is the inspection schedule for the listed safety equipment:

Fire Alarm Inspection	Every Six Months (NFPA Codes)
Sprinkler Inspection	Every Six Months (NFPA Codes)
2) Pressure Riser	Every Year (NFPA Codes)

Fire Extinguishers: All Student Family Housing units are equipped with Fire Extinguishers. The occupants of the apartment will be charged for any replacement or damages if there is evidence of tampering with the equipment. The equipment shall be tested and inspected during the routine inspection of the units. Extra extinguishes shall be available in the event the original equipment becomes inoperable. No units shall be without a Fire Extinguisher at any time.

Inspection Tag	Once a Year (NFPA Codes)
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2. Staircase: In the event of fire, the elevator in the Efficiency Apartments will be shut down, and all student tenants shall use the staircase to exit the building by following the Fire Escape pattern posted in the Efficiency Apartments.
3. Fire Drills: During orientation, on-hand Fire Drills will be conducted with all residential students including the student family housing residents.
4. Fire Escape Plans: In all the efficiency apartments, Fire Escape plans shall be posted for the safety of the residents.
5. Fire Inspection: On a periodic basis, the Fire Department personnel will conduct the Fire Safely Inspection for all Residential facilities. Any findings for corrective action shall become part of a Plan of Action within ten (10) working days from the submission date of the finding.
6. Prohibited items in units: To comply with Safety Code of the Navajo Nation, the following equipment and properties are not allowed in any housing unit:

Toaster ovens	Hot plates	Unsafe extension cords
Halogen lamps	Candles	Incense
Portable heater	Fireworks	Electric skillet

7. Smoking is prohibited: Smoking is prohibited in all NTU facilities. Efficiency apartments and Student Family Housing are designated Smoke-Free facilities.

8. Emergency telephone numbers: In any emergency situation, a call shall be placed to the appropriate Emergency Response Unit. The following are:

Crownpoint Police Department	505-786-2050
Crownpoint Hospital	505-786-5291
Volunteer Fire Department	505-786-7385
Security Officer	Posted within the building

NTU Security: If Security personnel is are visible, contact the individual on foot, or (b) have the residential staff radio for security assistance.

## **XVI. TERMINATION AND EVICTION PROCEDURES**

1. Incident Report: The student tenant will be issued a letter of a scheduled meeting regarding the incident to include a copy of the incident report. Student will have the opportunity to respond to the incident. Should the student fail to attend the meeting, the process of termination may begin. Should the student attend the meeting and admit being guilty of the incident, a decision on consequences will be determined by the Residential Manager. Should the student disagree with the incident report and plead not guilty, the matter will be referred to the Dean of Student Services for termination and eviction under the procedures provided below. The following may result in termination:
  - a) Abandonment of Apartment: Abandonment exists when the tenant has not occupied the assigned apartment/family housing for fifteen (15) consecutive days without notification to Residential Services or NTU Administration.
  - b) Failure to abide by the terms/conditions of the Student Tenant Contract, and/or NTU policies constitutes a breach of the Student Tenant Agreement.
  - c) Failure to comply with the terms/conditions of NTU Residential policies or other NTU policies.
2. Termination and Eviction: When there is a report of a crime has been committed that requires immediate termination (i.e. sexual assault, battery, assault, weapons policy, life endangerment,), the Residential Manager will recommend to the Dean of Student Services termination of the Student Tenant Contract, and eviction of the student tenant within a specific time frame. Supporting documents will be provided to the Dean of Student Services for appropriate decision.
3. The following constitute additional violations of the Student Tenant Contract, which shall trigger issuance of a Notice of Intent to Terminate:
  - a) Engagement by the tenant, any member of the tenant's dependent(s) or visitor(s), in a criminal activity that threatens the health, safety and the right to peaceful enjoyment of the residents or employees of NTU.
  - b) Engagement by the tenant, member(s) of the tenant's dependent(s) or visitors, in drug-related or criminal activities on the NTU campus.



## **XVII. NOTICES**

1. Notice of Intent to Terminate: No later than twenty-four hours following the outcome of the meeting on the violation, Residential Services shall serve the student tenant with a Notice of Intent to Terminate. The notice shall include the following:
  - a) All necessary and important identification information of the student tenant.
  - b) Statement of the specific violations of the Student Tenant Contract and/or NTU policies.
  - c) Finding of the Residential Service Manager's that the Student Tenant violated specific provision(s) of statute, rule, or policy based on his/her investigation of the matter.
  - d) Specific date and time when the Student Tenant Contract will be terminated.
  - e) Statement that the student tenant has a right to a grievance hearing.
  - f) Date and time period within which the student tenant can request a hearing.
  - g) Statements that in the event the student tenant fails to timely request a hearing, the student tenant shall be served with a Termination Letter.
  
2. Request for Grievance Hearing: If the student tenant wishes to file a grievance, he/she must submit a written request no later than twenty-four (24) hours from receipt of the Notice of Intent to Terminate. The student tenant shall request either an informal conference a formal hearing or both to the Dean of Student Services.
  - a) Informal Conference: The student tenant shall meet with the Dean of Student Service. The decision of the Dean will be provided to the student tenant within one (1) work day of the conference. If the student tenant does not agree with the decision of the Dean, the student tenant can request a formal hearing within one (1) work day from receipt of the Dean's decision.
  - b) Formal Hearing: The Student Judicial Committee will hear the case within a reasonable period of the Dean's decision. The Committee will issue its decision the day of the Hearing.
  - c) Settlement Agreement: If a Settlement Agreement is negotiated between the student tenant and Residential services as a result of the Informal Conference or the Formal Hearing, the Agreement shall include a provision that any breach of the settlement Agreement will result in issuance of a Letter of Termination and Notice to Vacate without recourse if warranted.

## **XVIII. TERMINATION AND NOTICE TO VACATE**

1. A letter of Termination and Notice To Vacate shall be served on the Student Tenant upon the occurrence of one of the following:
  - a) A formal hearing was held and a decision was entered by the Student Judicial Committee to terminate the Student Tenant Contract. The Letter of Termination, Notice To Vacate and a copy of the committee's decision shall be delivered to the student tenant.
  - b) Student Tenant failed to respond to the Notice of Intent to Terminate within the

- required time.
- c) The Student Tenant breaches a Settlement Agreement.
2. Letter of Termination and Notice to Vacate. The letter of termination shall state the reason(s) for termination of the Student Tenant Contract and shall be served on the Student Tenant. The Notice to Vacate shall require the student tenant to vacate the Efficiency Apartment or Student Family Housing and surrender possession of the housing unit back to NTU as follows:
    - a) Efficiency Apartment: Twelve hours from the time of decision, the student tenant shall check out by following the move-out inspection requirement.
    - b) Student Family Housing: Twenty-four hours from the time of the decision, the student tenant shall check out by following the move-out inspection requirement. Arrangements for exceptions to the time limit for vacating the unit can be requested to the Residential Manager and will be treated on a case-by-case basis.
    - c) A statement that if the student tenant fails to move-out within the requisite time period of the notice, NTU Residential Services will file an action for eviction with the Navajo Nation District Court, and may file a Civil complaint for “Trespassing” onto NTU property.

## **XIX. EFFECT OF TERMINATION OF NTU STUDENT TENANT CONTRACT**

Termination of the Student Tenant Contract has the following effects:

1. Terminates all rights of possession a student tenant may have had in a NTU student housing unit/room.
2. Payment of the delinquent account, maintenance/repair charge, and/or damage charges, remains the responsibility of the student. Student will not be eligible for residential housing for a minimum of one year.

## **XX. EVICTION**

1. Upon the Student Tenant’s failure to vacate the premises in accordance with the Letter of Termination and Notice To Vacate, **the Residential Manager will refer the case to the NTU’s Legal Counsel for eviction.** A civil action for eviction (Forcible Entry and Detainer) will be filed with the Navajo Nation District Court. The following guidelines must be observed before Residential Services takes any legal action.
  - a) Obtain approval from the NTU President for eviction.
  - b) The student tenant must have been served with the Notice of Intent to Terminate, stating the reason for issuance of the notice and have been afforded an opportunity to respond.
  - c) If the student tenant requested an informal conference or formal hearing, the hearing must have been in accordance with the Student’s Grievance procedure of NTU and all documents must be provided for evidence.

- d) The student tenant must have been served with the Letter of Termination and Notice to Vacate, and given an opportunity to voluntarily vacate the apartment.
2. Obligation of the student tenant upon vacating the apartment: Upon vacating the unit, the student shall follow the Check-Out Procedure of this policy
  3. Duties and Responsibilities of Residential Services during the Vacating or Eviction process: The Residential Service staff shall plan, organize and coordinate all activities involving the vacating or eviction of a student tenant. Duties shall include the following:
    - a) Proper documentation of all activities.
    - b) Proper identification of all witnesses.
    - c) Secure evidence of illegal materials.
    - d) Secure and tag the personal property of the student tenant.
    - e) Secure windows and changes locks of the apartment.
    - f) Lower all heating/cooling systems to proper settings.
    - g) Inform the Security for surveillance check on the apartment.

#### **XXI. AMENDMENTS**

NTU Board of Regents may amend any part(s) of these policies upon recommendation from the Dean of Student Services and/or the NTU President.