

Guidelines for Employee Housing Assignment and Provisions for Associated Charges and Benefits	1
I. Assignment of Housing.....	1
A. Designated Staff.....	1
B. Assignment of Additional Available Housing	1
C. Housing Assignments.....	2
II. Associated Charges and Benefits.....	3
A. Rental Charges	3
B. Utilities and Telephone.....	3
C. Billing.....	4
D. Maintenance and Inspection	4
III. Prohibited Activities or Allowances	4
A. Inmate Labor	4
B. Subsistence Allowance	4
IV. References	4
V. Action	5
Attachments	6

Section-11 Human Resources	OP-110350	Page: 1	Effective Date: 07/22/2022
Employee Housing	ACA Standards: None		
Scott Crow, Director Oklahoma Department of Corrections		Signature on File	

Guidelines for Employee Housing Assignment and Provisions for Associated Charges and Benefits

I. Assignment of Housing

A. Designated Staff

Wardens, deputy wardens, and chiefs of security are required to reside in state-owned housing designated for that position, if available.

B. Assignment of Additional Available Housing

1. Farmland Housing

The facility/unit head will offer state-owned housing situated on farmland to the highest-ranking farm staff employees and then to successively lower ranks of farm staff employees, as applicable. The facility/unit head will consider seniority if more than one ranking staff member is employed.

2. Institutional Housing

Additional available housing at all institutions will be assigned according to the following order of priority:

- a. Current occupant of state-owned housing;
- b. Highest-ranking building maintenance person;
- c. Highest-ranking medical staff person;
- d. Highest-ranking mental health staff person;
- e. Business manager;
- f. Highest-ranking food service staff person;
- g. Highest-ranking farm staff person;
- h. Unit managers; and
- i. Chaplain.

The appropriate administrator of Institutions/Community Corrections will approve all other requests.

C. Housing Assignments

Upon assignment to state-owned housing, the designated employee will complete and sign a "Housing Agreement for Employees Required to Reside in Employee Housing" ([Attachment A](#), attached), a "Housing Agreement for Institutional Personnel" ([Attachment B](#), attached), or a "Trailer Lot Agreement for Institutional Personnel" ([Attachment C](#), attached). This agreement outlines the responsibilities of the Oklahoma Department of Corrections (ODOC), known as the "Landlord", and the employee, known as the "Tenant," assigned to state-owned housing. Failure to comply with this agreement may result in eviction.

1. Firearms in state-owned housing will be maintained in accordance with [OP-040106](#) entitled "Purchase, Use, and Control of Firearms and Security Equipment."
2. Responsibilities of the "Landlord" and the "Tenant" will be outlined on the "Housing Agreement for Employees Required to Reside in Employee Housing" ([Attachment A](#), attached), the "Housing Agreement for Institutional Personnel" ([Attachment B](#), attached), or the "Trailer Lot Agreement for Institutional Personnel" ([Attachment C](#), attached).
3. The "Tenant" is to maintain and provide proof of renter's insurance to the "Landlord" on all personal property placed, stored, or located on or about the premises in accordance with the "Housing Agreement for Employees Required to Reside in Employee Housing"

([Attachments A](#), attached), the "Housing Agreement for Institutional Personnel" ([Attachment B](#), attached), or the "Trailer Lot Agreement Institutional Personnel" ([Attachment C](#), attached).

4. The "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" ([Attachment D](#), attached) will be provided to the "Tenant" if state-owned housing was built prior to 1978. (42 U.S.C. § 4852d)

II. Associated Charges and Benefits

A. Rental Charges

1. All employees, except wardens, deputy wardens, or positions required to reside in employee housing, will be charged a monthly rental rate equivalent to five cents per square foot per month for state-owned housing.
2. The facility/unit will rent trailer lot space at 25 dollars per month per lot.
3. The facility/unit will not charge rent to personnel assigned to transient quarters. The maximum length of stay allowed in transient quarters will be 30 days or for the assignment/temporary project duration.
4. The facility/unit will give notice of any rental adjustment for state-owned housing at least 90 days in advance of rate change.

B. Utilities and Telephone

1. All employees residing in state-owned housing, except the wardens, deputy wardens, or positions required to live in employee housing, will pay their utilities if the housing is separately metered. If housing units or trailer lots are not separately metered, the facility/unit will charge tenants 15 cents per square foot per month for utilities. Utility charges will be subject to change provided all tenants are given written notice at least 90 days before any rate change.
2. If requested, the facility/unit will install private telephone service in the residence of a warden and deputy warden. The facility/unit will provide the baseline telephone charge and the cost of one instrument. The respective employee will pay all personal long-distance charges and associated tax and surcharges.
3. Wardens, deputy wardens, or chiefs of security, using One-Net/Internet services installed/provided by the State of Oklahoma will follow the guidelines established in [OP-021001](#) entitled "Oklahoma Department of Corrections Internet Standards" except Section III.

item B. of the procedure. Wardens, deputy wardens, or chiefs of security will not use internet services for any purpose which violates a federal or state law, harms the ODOC, and/or is unethical.

C. Billing

The facility/unit business manager or designee will bill and collect rents and fees by the fifth working day of each month. The facility/unit business manager or designee will deposit these funds in the revolving fund.

D. Maintenance and Inspection

1. The facility/unit head will designate a staff member to inspect any state-owned housing available for assignment. The facility/unit head will ensure all necessary repairs, maintenance, and cleaning are completed before habitation by the employee. As directed by the facility/unit head, designated staff may conduct additional inspections as needed.
2. The facility/unit head will establish procedures for the routine maintenance and inspection of state-owned housing and the development and enforcement of local residency rules. Local residency rules will be subject to approval by the facility/unit head and the appropriate administrator of Institutions/Community Corrections.
3. The facility/unit head may use inmate labor to perform routine maintenance work, including upkeep of grounds and to repair any state-owned residence.

III. Prohibited Activities or Allowances

A. Inmate Labor

Inmates will not provide personal services (e.g., in-house services, washing personal vehicles, tending gardens, providing childcare, caring for pets, etc.) to any employee or family member.

B. Subsistence Allowance

The ODOC will not provide allowances for actual subsistence expenses of families and guests.

IV. References

Policy Statement P-120100 entitled "Management of State Funds and Assets"

OP-021001 entitled "Oklahoma Department of Corrections Internet Standards"

OP-040106 entitled "Purchase, Use, and Control of Firearms and Security Equipment"

42. U.S.C. § 4852d

57 O.S. § 525.

V. Action

The administrators of Institutions/Community Corrections are responsible for compliance with this procedure.

The chief of Operations is responsible for the annual review and revisions.

Any exceptions to this procedure will require prior written approval from the agency director.

This procedure is effective as indicated

Replaced: OP-110350 entitled "Guidelines for Employee Housing Assignment and Provisions for Associated Charges and Benefits" dated November 19, 2020

Distribution: Policy and Operations Manuals
Agency Website

Section-11 Human Resources	OP-110350	Page: 6	Effective Date: 07/22/2022
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<u>Attachments</u>	<u>Title</u>	<u>Location</u>
Attachment A	"Housing Agreement Employees Required to Reside in Employee Housing"	Attached
Attachment B	"Housing Agreement Institutional Personnel"	Attached
Attachment C	"Trailer Lot Agreement Institutional Personnel"	Attached
Attachment D	"Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards"	Attached