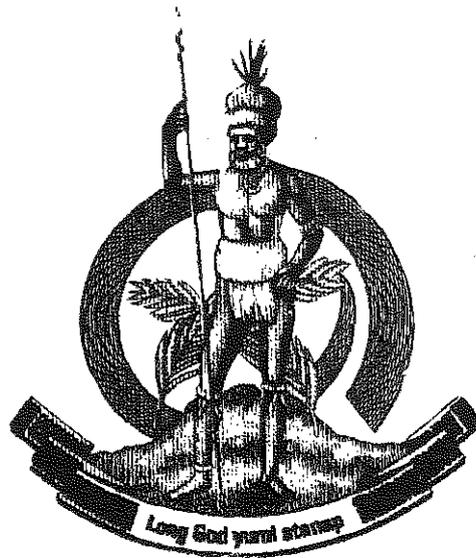


MINISTRY OF EDUCATION



SCHOOL MAINTENANCE POLICY

June 2008

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1. FOREWARD

The School Maintenance Policy was first drafted in 2002 under the EUVED project. Only this year 2008 there were clearer directions on the financial implications of the policy implementation. In order to finalise the policy, a new committee was established to finalise the document.

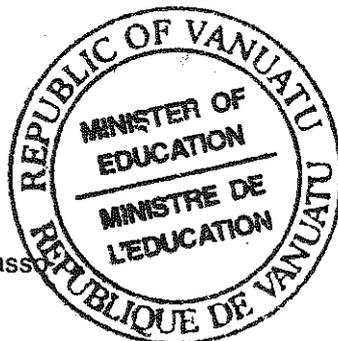
The policy provides an overall coordination and management of building maintenance in schools, with particular emphasis on teacher's housing provided and managed by the school. Teachers are instructed by the policy to enter into a formal agreement with the school management before entering to rent a staff house located on the school premises, and hence the school management is obliged to ensure the its houses are well maintained with basic facilities to meet determined renting rates. The attachments of standard agreement can be used as a guide by the school management to development tenant/landlord agreements.

The policy applies to Government and Government Assisted Schools, but can be adopted and used by other Education Authorities who are not assisted by the government.

With the notion "prevention is better than cure", Government and Government Assisted schools are obliged to implement this policy to ensure that revenue generated through rents or other sources of income are revolved towards the maintenance of school buildings.



Honorable Leinavao Tasso
Minister of Education



June 2008

2. GLOSSARY

School Management:

Refers to the School Council or the School Committee which is the executive body appointed by the Ministry of Education to oversee the overall management and operation of the school.

Head Of School:

Refers to the School Principal or the School Head Teacher appointed by the Ministry to manage the overall day to day operation of the school.

Maintenance Service Provider:

The Maintenance Service Provider is the person or organisation employed to carry out school maintenance works.

Education Board:

Refers to the Provincial Education Board or an Education Authority who has authoritative power(s) to operate a school or schools.

Provincial Education Officers (PEO):

The PEO refers to the Principal Education Officers who oversee the overall management and administration of Provincial Education Offices or the Provincial Education Board.

Facilities Supervisor:

The Provincial Facilities officer (PFO) is the person responsible to give technical advice and support to school maintenance.

School Maintenance Officers:

Staffs employed by the schools to ensure regular maintenance works of school buildings.

Facilities Administration Officer:

The Facilities Administration Officers are officers providing support, advice and supervision on overall infrastructure development.

Ministry Of Education (MoE):

The Ministry Of Education shall support maintenance activities at all levels.

Community (ies):

The communities are feeder villages who send their children to school and are responsible to participate in school development works. They normally nominate and elect their representative to be at the School Council/School Committee.

Schools:

Refers to all Ministry of Education Administered facilities where formal education is offered at Early childhood, Basic, Secondary and Tertiary level.

Buildings:

This refers to all building infrastructure owned by the school including administration blocks, dormitories, classrooms, halls, staff houses, and so forth.

3. BACKGROUND

The School Maintenance Policy is developed with the notion of "prevention is better than cure" of which all parties involved must be informed and encouraged to involve, as it will guarantee the longevity of all School buildings.

Building and building maintenance are separate issues faced by the Ministry of Education and it requires a lot of attention when the government at large is promoting policies of access and quality of education. Building maintenance in particular is a national burden which to a larger extent community involvement is heavily relied upon for primary school buildings in particular.

Currently maintenance of buildings is funded by individual schools through annual grants to schools which continues to decline annually and through other sources such as the school fundraisings. Primary school buildings in particular are maintained fully with community support. However given the limited and declining availability of natural resources such as wood and funds, schools and community support tend to lack in some areas therefore buildings maintenance becomes more costly.

The Ministry of Education (MOE) or schools have three main categories of buildings; Permanent Buildings, semi-permanent and traditional buildings.

- a. **Permanent buildings** – Are built entirely of concrete blocks, iron and timber. Most permanent buildings are constructed through funded projects and account for 35 percent of total government school buildings. In the 2007 school survey, 4.30 percent of permanent buildings were recorded to be in poor condition.
- b. **Semi permanent buildings** – Are buildings constructed from a mixture permanent and traditional materials and these buildings made up 30 percent of government school buildings. These buildings are sometimes jointly funded by the government and communities. In the 2007 school survey, 28 percent of semi-permanent buildings were recorded to be in poor condition.
- c. **Traditional buildings** – Are buildings of local materials including wood, bamboo and thatched materials (Natangura leaves, coconut leaves, i.e. natural resources.). They account for 32 percent of overall school buildings. In the 2007 school survey, 68 percent of traditional buildings were recorded to be in poor condition.

The following table shows the different types of school buildings that currently exist, and the conditions of the school buildings:

Table showing percentage of school building types and their conditions

Condition	Details	Building Type				Total
		Permanent	Semi-Permanent	Traditional	No Indication	
		(as a %)				
A	Good	74.27	19.88	5.85	0.00	100.00
B	Fair	18.35	39.45	40.83	1.38	100.00
C	Poor	4.30	27.96	67.74	0.00	100.00
No Indication		27.27	13.64	4.55	54.55	100.00
Grand Total		35.12	29.56	32.34	2.98	100.00

Source: VEMIS, October 2007

The current experience is that all schools find it very difficult to provide regular maintenance for their buildings for the following reasons. The Ministry of Education does not have in place a maintenance framework to provide guidance for maintenance of school buildings. The other major issue is lack of funding allocation towards building maintenance. At the school level, permanent buildings which are funded through government projects are not given pro-active attention therefore schools tend to rely more on community support which in some areas is not too effective due to lack of commitment and shortage of free material support. Finally, staff houses in particular are difficult to be maintained by the school because all house rents have, over the past few years, been deducted directly into the national government revenue fund.

4. POLICY STATEMENT

4.1 Rational

The aim of this policy is to provide guidelines and support to the school management to maintain a good, clean, safe, healthy physical environment that is conducive to improvement of quality of the delivery of learning in Vanuatu. The policy provides instructions and guidelines for MoE to enable school rent funds to be managed by the school management for the purposes of staff housing maintenance. It further guides school management in determining staff house rental rates as well as the allocation of general schools fund towards building maintenance.

4.2 Assumptions

In order for this policy to be implemented effectively, it is believed that communities have ownership in the operation and maintenance of schools. The School Management under the Education Act are established in all schools and are effectively managing their school. Teachers and other support staff of a school take full responsibility and commitment in maintaining school facilities as part of their daily duty as well as through contract agreements with the school management.

Most importantly, the Ministry of Education has made necessary arrangements with the Ministry of Finance to ensure that all house rents will cease to be deducted to the Government revenue fund to allow for schools to manage staff rental funds and furthermore that school grants are distributed fairly and in a timely manner to schools.

4.3 Risks

The Ministry of Education is acquainted with limitations in management of school funds and that there are risks of misappropriation of maintenance funds. It is also anticipated that standing orders between the school and school staff may be "broken" therefore disrupting flow of funds thus maintenance of school buildings. Given the decreasing rate of annual grant allocation to schools, there is an expectation of high maintenance budget cut implying more reliance on community support who have limited natural resources.

In addition, school councils, committees and parent teachers association may not function effectively therefore exerting higher pressure on budgetary allocations

5. IMPLEMENTATION STRATEGIES

5.1 Funding

The most important component of this policy is funding of maintenance that each school will source from the government grants and direct rent payments to schools. As stipulated in the Grants Code, building maintenance can be funded by annual grants therefore schools are directed by this policy to ensure that certain percentage of annual grant must be directed towards maintenance of classrooms and other school buildings.

The second major source of funding which will be allocated towards staff houses maintenance is rent payments to be managed by the schools. Each school is guided by this policy to make all necessary arrangements through the school council with each teacher and other support staff for their rent payments to be made into a school operating account for the purpose of maintenance of staff houses. The school management may allow certain levels of flexibility in the use of rent income funds for maintenance of other school buildings if there is a serious and urgent need to do so.

A Standard School Rent Deduction Agreement is enclosed in Annex I (This applies only to staff houses owned by the school).

Schools are encouraged to take other initiatives to generate funds towards building maintenance which may include fundraisings or by seeking support from external communities.

5.2. Funding Source and Procedures

- a. As stipulated under the Grant Code of 2002, this policy consolidates that each school must allocate at least 1 percent of annual MOE grant towards the maintenance of school buildings. This may be subject to change, pending the review of the Grant Code in 2008.
- b. The school is encouraged by this policy to take initiative to generate additional funds towards building maintenance.
- c. All renting rates must be determined and approved by the school management based on the condition of each building, and the quality of other facilities provided in the building. A guideline is enclosed in Annex II.
- d. All staff intending to occupy school houses must inspect and agree officially on the terms and conditions of rent before settling in to rent.
- e. Each staff has to sign annually or by any duration deemed appropriate by the school management, the Standing Order authorising the transfer of rent funds to the school operating account as well as responsibilities required of each party.
- f. Failure of staff referred hereto as the tenant to comply with the standing order and or in carrying out any other responsibilities agreed upon, the school management must lodge an official complaint to the Ministry of Education through the Education Board for appropriate disciplinary action.

5.3 Planning Administration and Management of Maintenance

In order to effectively implement and manage maintenance works and its funds, the hierarchy of MoE management levels are obliged to undertake the following roles and responsibilities in maintaining school buildings:

Ministry of Education

A1. The Ministry of Education will assist schools with relevant documentation, training including overall coordination.

A2. It is the role of MOE to assist the PFOs in assessing all school staff houses and assist the school management set up the house rental rates.

A3. MOE will prepare rent payments and transfers for each school base on the approved annual rates by the Education Boards. Each school will be notified of their transfer payments through their governing education authorities.

A4. The facilities administration officer will provide overall support to the PFOs in any school building maintenance should they be requested to do so by the PFO.

Education Boards

B1. The Education Boards are responsible to transfer funds to all schools in a timely and transparent manner.

B2. The Education Boards are to ensure that all school staff houses are assessed annually and categorised under appropriate rental rates whereby copies of such documents can be submitted to the Ministry of Education.

B3. All Provincial Facilities Officers will prepare an overall strategic 5 year maintenance work-plan for their respective province after each school has submitted their maintenance plans. Details of annual maintenance plans must also be prepared.

B4. The Provincial Facilities Officers will be responsible for the disbursement of available maintenance fund for purchases of material for maintenance works for each school concern through a three quotation concept¹. The School Maintenance Officer from each school will supervise Maintenance carried out on school buildings.

B5. The PFO are to assist school management assess school buildings and in particular with the categorisation of staff houses for renting purposes

Schools

C1. All schools will have a strategic maintenance work-plan which covers a 5 year period, which should include how the maintenance will be carried out by whom and with what resources including the budgetary allocation for each building works. Each school must also prepare a detailed annual work plan. All school maintenance work-plan will then be submitted to the Provincial Education Office for the Provincial Facilities Supervisors to verify them.

C2. It is the responsibility of the School Management to define detailed terms and conditions of all rental houses based on the guidelines provided in Annex II. The rental rates will then be submitted to the Education Board for endorsement.

C3. It is the responsibility of the school through its School Management to organise fundraisings or seek additional funds for school maintenance.

C4. The school management is to prepare and maintain proper financial records of rent income and expenditure funds and submit to their Education Board at end of each school year.

C5. All schools management are to have an operational bank account; however schools that do not have access to banking services are advised to make alternate arrangements for renting payments with the tenant, which is the school council.

¹ Three Quotation Concept: Any maintenance work to be carried out must include 3 quotations from suppliers before final approval is given for maintenance to be carried out in the schools

6. RENTING RATES SPECIFICATION AND AGREEMENTS

The school council/committee is responsible for furnishing staff houses and determining the rental rates applicable to each house.

The following annexes are attached as guidelines for schools to use in drafting rental agreements for school staff houses.

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Annex I Standard School Rent Agreement

The following guidelines will apply to any staff occupying a school house which is located on the premises of the school, whether he or she is employed by the School Council or by the Vanuatu Government through the Teaching Service Commission.

1. Any staff occupying a school house which is located on the premises of the school is to sign a tenant agreement with the school.
2. The tenant agreement will legally bind the staff to the terms and conditions contained within the agreement.

The content of the tenant agreement may vary from school to school but it is important that it is in line with the guidelines specified in Chapter 7 of the Teaching Service Manual (as attached in Annex II).

Following is a sample of a Tenant Agreement.

TENANT AGREEMENT

THIS LEASE AGREEMENT is made on the (date) day of (month) ,
 (year) .

Is **BETWEEN:** Name of Head of School on Behalf of the School Management
(hereinafter called the "Lessor")

AND: Name of Tenant (hereinafter called the "Lessee")

WHEREBY the Lessor agrees to let and the Lessee agrees to rent the premises known as House No. , located on Name of School , school premises.

Duration Of Tenancy

This Agreement shall commence on the (date) day of (month) (year) , and shall expire on the (date) day of (month), (year) .

Rental Terms

The rate of rental to be paid by the tenant will be that determined by the School Management for all staff houses, as determined in Chapter 7 of the Teaching Service Staff Manual.

Security Deposit

The sum of a monthly rent (as determined by the School Management) shall be payable as bond. (This amount may be retained by the Lessor in lieu of notice should the Lessee fail to take up the tenancy as agreed).

Sums Payable:

Monthly Rent:	As determined by the School Management.
Municipal Tax:	Nil.
Land Rent:	Nil.
Maintenance:	Where maintenance required as a result of Lessee's willful or negligent acts or omissions.
Insurance:	Nil.
Other:	Electricity and water for the house to be met by tenant.

Due Dates for Payment:

The rent shall be payable every fortnight (as per Government paydays), in advance, and all other payments, if applicable, shall be due within seven days of receipt by the Lessee of notice thereof.

Method of Payment:

All staff employed by the School Management will have their salary automatically deducted to the School Maintenance Fund on a fortnightly basis. Likewise all staff employed by the Vanuatu Government, through the Teaching Service Commission, shall sign a Standing Order with their individual banks authorizing an automatic fortnightly deduction of salary to the School Maintenance Fund.

Amenities:

The provision of all amenities shall be the sole responsibility of the Lessee.

Notice:

Unless either party give the other written notice at least one month before the end of the term that vacant possession shall be given on that day the Lease shall continue as a periodical tenancy on the same terms and conditions, other than those relating to the terms of the Lease, as those upon which the Lease was granted and are contained herein.

The following conditions set out above or on the following pages must be agreed to:

The LESSOR AGREES:

1. To give possession of the premises to the Lessee on the day on which the term of the Lease commences.
2. The subject to the Lessee paying the rent hereby reserved and performing and observing the covenants and agreements herein contained the Lessee shall be entitled peaceable to hold and enjoy use and occupy the premises and fixtures, fittings, goods and chattels (if any) leases therewith without any unreasonable interruption by the Lessor;
3. Subject to the Lessee's obligations to take care of the premises during the Lease to maintain the premises in good tenable repair and in a condition fit for human occupation.
4. To ensure that the premises are in a reasonable fit condition for use as a residence at the commencement of the lease.
5. To ensure that the external doors and windows contain locks and catches in working order at the commencement of the Lease.
6. To pay rates and taxes and other assessments in respect of the premises save and except any for which the Lessee may be liable under clause 15 hereof.

7. To provide the Lessee with a copy of the lease when he is given possession of the premises, or as soon as practicable.
8. To issue to the Lessee rent receipts showing the Lessee's name, the address of the premises, the amount received, the date of payment and the period for which the payment is made, and a receipt for the security deposit.
9. To comply with all lawful requirements as to standards to be observed in regard to buildings, health and safety with respect to the premises.
10. To permit the Lessee to remove a fixture that he has affixed to the premises during the period that he has been in possession of the premises unless the removal of the fixture would cause irreparable damage to the premises.

The LESSEE AGREES:

11. To pay the rent promptly on or before the due date.
12. To ensure that the premises are used only as a residence and not for any other purpose without the written consent of the Lessor.
13. To take care of the premises and to keep them in a clean condition, and in particular:
 - (a) To clean the premises regularly with special attention to the kitchen, bathroom and appliances.
 - (b) Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
 - (c) To wrap up and place garbage in a suitable container.
 - (d) To keep the grounds and garden tidy and free from rubbish.
 - (e) To take special care of the items leased with the premises including the furniture, furnishings, and appliances (if any).
 - (f) To make no alternations or additions to the premises, including the erection of any sign or antennae, without the written consent of the Lessor.
 - (g) To do no decoration that involves marking, defacing or painting any part of the premises, without the written consent of the Lessor.
 - (h) To ensure that nothing is done that might prejudice any insurance which the Lessor has in relation to the premises.
 - (i) To notify the Lessor promptly of any loss, damage or defect in the premises.
 - (j) To notify the Lessor promptly of any infectious disease, or the presence of pests on the premises.

(k) To pay the costs of replacement of any broken or cracked glass caused by the willful neglect or negligent conduct of the Lessee or other persons in the premises with his consent.

(l) Not to tamper with or change any locks or have keys cut without the consent of the Lessor. Any replacement of keys or changes to locks resulting from the loss of keys by the tenant will be paid for by the Lessee.

(m) To repair within a reasonable time any damage to the premises caused by willful or negligent conduct of the Lessee or persons coming into or upon the premises with his consent.

(n) To maintain and replace electric light bulbs and tubes.

(o) Not to allow any construction, excavation, alteration, extension, partitioning or demolition of the house or land without the express written permission of the Lessor.

(p) Not to allow unauthorized vehicles to be parked or kept on the property at any time without the written permission of the Lessor.

(q) Not to allow permanent occupation on any part of the rented premises or grounds, any person(s) not named as Lessee, without the written permission of the Lessor.

(r) Not to allow access to the premises for use as passage to anyone except employees who are going about their lawful business, e.g. Unelco.

(s) Not to allow any of the Lessor's chattels (if any) to be removed from the property without the written permission of the Lessor.

(t) Not to allow any fires to be lit inside the premises or under any terraced roof or within any distance of the house likely to endanger it or any other part of the property including the garden, fencing or hedges.

14. To avoid any disturbance, nuisance or annoyance to the neighbours whether by noise, behaviors obstruction, or other actions on the part either of the Lessee or of persons on the premises with his consent.

15. To pay all charges for gas, electricity, telephone and water, relating to the Lessee's use of the premises.

16. To leave any telephone service already installed at the commencement of the Lease to sign and deliver a transfer of the service to the Lessor or as he may direct termination of the Lease.

17. To indemnify the Lessor from any injury loss or damage which may be caused to the premises or to the Lessee the members of his family or household or his guests and invitees or to his property resulting from any act or negligent use of

the premises or the fittings therein by the Lessee or other persons on the premises with his consent.

18. To compensate or meet all claims of:

- (a) the Lessor for the loss of or damage to part or the whole of the premises;
- (b) any person for the loss of or damage to his personal property; and
- (c) any person for personal injury.

As a result of neglect or a deliberate or careless act on the premises or a breach of any condition of the Lease, by the Lessee or any persons on the premises with his consent. In these circumstances the Lessee shall meet all claims whether they are made directly against him or against the Lessor.

19. Not to cause, permit or suffer the premises or any part thereof to be or become or continue to be or remain in an unsanitary condition within the meaning of any by-laws rules or regulations.

20. Not to damage or remove flowers shrubs or trees or cause any damage to the garden or lawns and in the case of the premises being a separate residence to keep the garden and grounds belonging to or surrounding the premises in good order and condition including regular watering thereof during the Lease and so to leave at the end of the Lease as at the commencement of the Lease but in the event that the Lessee is unable to maintain the gardens and grounds as aforesaid the Lessee hereby authorises the Lessor to arrange to carry out such work at the Lessee's expenses and undertakes to apply all accounts for such work within 7 days of being given an account for the work by the Lessor.

21. To allow the Lessor, his agent and workmen at all reasonable times after notifying the Lessee:-

- (a) To enter the premises to inspect the same and to view the state of repair thereof;
- (b) To enter the premises with a prospective Lessee or purchaser and show him the premises;
- (c) To enter the premises and repair the premises.

PROVIDED THAT the Lessor or his agent may enter the premises at any time if the Lessor believes on reasonable grounds that the well being of the Lessee requires it or that the entry is to protect the premises from imminent or further damage.

BOTH PARTIES AGREE THAT

22.

- (a) At the commencement of the Lease the Lessor or his agent shall inspect the premises with the tenant carefully noting their cleanliness and state of repair, and the working order of appliances and shall record details of the condition of the premises.

(b) On the termination of the Lease the premises shall again be inspected and each party shall note their condition by way of comparison with the record of the earlier inspection. Any deterioration caused by time or reasonable use shall be taken into account.

23. The Lessee shall have repaired in a proper way any damage to the premises resulting from neglect or a deliberate or careless act or a breach of any condition of the Lease, by the Lessee or any person on the premises with his consent.

24. The Lessee will pay to the Lessor or his agent the amount agreed as a security deposit.

(a) The Lessor shall give the tenant a receipt for the total amount of the security deposit paid.

(b) The Lessee is entitled to receive reimbursement of his security deposit upon the termination of the tenancy but the Lessor may deduct from it:-

(i) the cost of making good any damage to the premises or to the goods occasioned during the Lease;

(ii) the cost of the cleaning of the premises left unreasonably dirty by the Lessee; and

(iii) any unpaid rent.

25. If the Lessee fails to perform or observe any obligation herein contained or implied then the Lessor may terminate this Lease.

26. Upon termination of the Lease, the Lessee shall promptly and peacefully give vacant possession of the premises and at the same time hand over all keys.

27.

(a) The Lessee shall not transfer his Lease or sublet or part with possession of the premises, except with the written consent of the Lessor.

(b) The Lessor shall not withhold his consent unreasonable, provided that the Lessee gives him fourteen days notice and the Lessee pays any reasonable expenses involved in the Lessor giving consent.

28.

(a) The premises are to be occupied by a maximum number of persons only.

(b) The Lessee shall ensure that occupants and other persons who come into the premises with his consent do not breach any of the conditions of the Lease.

29. If something happens to the premises so that the whole or a substantial part can no longer be occupied, and the parties are in no way responsible, then either party shall have the right to terminate the Lease, provided written notice is given within fourteen days of the event.

30. Where there has been a breach of any the conditions of the Lease by either party the other party shall take all reasonable steps to minimize any resultant loss or damage.

31. Any written notice required or authorized by the Lease:-

(a) shall be served on the Lessee personally, or by prepaid post to his work address, or by being left at the premises;

(b) shall be served on the Lessor by personal service on it or its agents, or by the prepaid post to his or his agents' address as shown in the Lease or and notified in writing.

32.

(a) After a notice terminating the Lease or demanding immediate possession has been given, any acceptance of or demand for rent or money by the Lessor shall not to itself be evidence of a new lease with the Lessee or alter the legal effect of the notice.

(b) Where the Lessee unlawfully remains in possession after the termination of the Lease, the Lessor is entitled, in addition to any other claim, to payment equal to the rent as compensation for the use and occupation of the premises.

33. In any dispute or proceeding between the parties both parties shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided. The Lessee shall pay the Lessor's reasonable costs of and incident to the Lease, including stamp duty, where applicable.

34. Each party shall observe all relevant statutory regulations and by laws relating to health, safety, noise and other housing standards with respect to premises.

35.

(a) The word "agent" includes the Lessor's estate agent or managing agent and any other person authorised to act on behalf of the Lessor.

(b) The word "Lessor" includes the heirs, executors, administrators and assigns of the Lessor, and where the context permits includes the Lessor's agent.

(c) The word "Lessee" includes the executors, administrators and permitted assignees of the Lessee.

(d) The word "premises" includes any furniture, furnishing, fixtures, fittings, appliances, services and facilities contained in or connected with the premises, and where the context permits includes any part of the premises.

(e) The word "month" shall mean calendar month.

(f) Where the context permits, words expressed in the singular include the plural and vice versa, words expressed in the masculine gender include the feminine and words referring to a person include a company.

(g) Where two or more Lessees or Lessors are parties, the condition of the Lease shall bring them jointly and individually.

(h) When this Lease is signed by both parties and witnessed, it is a deed at law from that time.

Signed by the Lessee _____	Date _____
Signature of Witness _____ (Member of School Management)	Date _____
Signed by the Lessor _____ (Head of School)	Date _____
Signature of Witness _____ (Chairman of School Council)	Date _____

Annex II Chapter 7 of the Teaching Service Manual

CHAPTER 7 - HOUSING

7.1

(a) Overseas recruited officers are entitled to official housing where the Government is required under the terms of their agreement of service to provide housing.

(b) Locally-recruited officers who are certified by their appropriate Principal Education Officers (PEOs) and approved by the Minister responsible for Education as being required by their work to live at or near work-place are also deemed to be entitled to official housing.

(c) Other locally-recruited (other than temporary or local contract) officers who hold permanent appointments are only eligible for official housing, e.g. only in so far as the Government is able to allocate surplus officially-owned accommodation for that purpose and is not at the same time leasing privately owned housing of a official quarters which are subsequently required to house an entitled officer shall be given but less than three month's notice to vacate the quarter and find private accommodation (at their own expense). Eligible officers who are posted by the Government from one permanent duty station to another shall be provided with an official quarter, if necessary for a period of 3 months to enable the to find private accommodation (at their own expense). Normal official rent shall be payable for occupation of the official quarter. Eligible officers are responsible for providing their own accommodation wherever their duty-station might be.

7.2 All school official housing throughout Vanuatu shall be allocated by the School Management in collaboration with the Education Board. The Education Boards should elect their own housing committees which shall allocate such houses as are assigned to it by the Minister responsible for Education.

7.3

(a) An officer occupying a house at the level of Government provision where 12% of salary is payable, i.e. mainly in towns and other centres, or in schools with permanent housing, and with provision of water and electricity, shall pay a monthly rent of 12% of his salary, which shall be deducted from his salary and credited to a housing account with the Provincial Government, or the Education Board, or the School management, as appropriate.

(b) Officers may share quarters with the prior approval of the School Council or Committee and shall share the rent payable in respect of the said quarter.

(c) The appropriate Provincial Education Board shall recommend to the Provincial Government, or to the School Management the level of rent to be charged to each officer provided with housing accommodation according to the following scale:-

(As per the Teaching Staff Rules (Amendment) No.1 of 2008)

Grade A House:-

Permanent building with indoor kitchen, bathroom and dining room. The house will have the main facilities, such as electricity, water, and toilet. Rent = 15% to 18% of salary.

Grade B House:-

Permanent building with kitchen, bathroom and dining room. The house will have the main facilities provided, such as electricity, water, and toilet. Rent = 14% to 16% of salary.

Grade C House:-

Semi-permanent building with kitchen, bathroom and dining room. The house will have the convenient utilities provided, such as water and toilet. Rent = 10% to 14% of salary.

Grade D

Traditional building. The house will have access to toilet and washing facilities. Rent = 6% to 12% of salary.

NOTE

Any house where the facilities, furniture or general conditions of building are in a poor state of repair will be down graded to the next grade below.

(a) Houses or accommodation for officers and other school staff on a particular school site in Vila and Luganville are withdrawn from the Public Service Housing Committee. Such houses shall be deemed 'tied houses' to particular schools and institutions and shall be allocated by the appropriate School Management on the recommendation of the Headteacher.

7.4 The Director of Education or the appropriate Principal Education Officer of the Minister of Education shall be responsible for informing the School Management, as appropriate, of all expected arrivals requiring housing and of all expected departures and other housing movements, not less than 6 weeks in advance, so that arrangements can be made for the checking of houses and furniture inventories. The School Management or the Headteacher of a school shall check houses and furniture inventories.

7.5 Control of official furniture is vested in the Education Board, School Council or School Management. Furniture shall be provided in accordance with furniture scales laid down by the School Council.

7.6

(a) As soon as a Principal Education Officer is aware that an officer under his authority is due to go on transfer or vacate a house, he shall take immediate steps to ensure that the furniture formalities (inventories etc.) are completed, and for cases of damage to Government property, to be reported for the authority responsible to take appropriate action. Normally not less than 6 weeks' notice is required.

(b) The officer occupying a quarter is responsible for his own acts and the acts of his family and servants. He is responsible for keeping the quarter, furniture and grounds in good condition. If the Government is put to additional expense due to replacements or repairs being necessary and the responsible Housing Authority considers that they are necessary because of an officer's neglect in allowing excessive wear and tear, or damage, then the officer may be required to pay for the cost of such repairs. An officer who vacates a quarter is responsible for ensuring that the premises and grounds are left in a clean condition. Any officer failing to comply shall be charged with the reasonable and necessary costs entailed in bringing the quarters up to proper standard. Such costs may be deducted from salary or other benefits due to the officer.

(c) Periodic inspection of quarters and grounds may be made from time to time.

7.7

(a) The responsible housing authority or the School Headteacher shall determine the date upon which a quarter is to be occupied. This is in order to enable the School Management to repair or redecorate the house so as to bring it into proper condition for occupation.

(b) All unoccupied quarters shall be kept locked, and the key shall be lodged with the Headteacher of the school and retained in the school safe.

7.8 All furniture shall, before being allocated to a quarter, be marked with an identification number which shall be recorded in a list of all furniture. The list shall be retained by the school Headteacher in the school safe. This list shall show the date of purchase of the furniture, its value, requisition number, its original allocation and any subsequent re-allocation.

7.9

(a) No item or furniture may be transferred either temporarily or permanently from one quarter to another without the authority of the appropriate housing authority. All such transfers shall be immediately recorded on the house inventory and on the list of furniture maintained by the School Headteacher.

(b) An officer shall not carry out any structural alterations to his quarters of any alterations or modifications of any kind to the electrical, gas, or service installations. This includes the furniture and fixtures. Consent must be given by the school housing authority before any officer undertakes such work. Any addition to the structures or

fittings shall become the property of the Government and no compensation shall be paid to the tenant on termination of his occupancy, but the cost of any repairs necessitated by the removal of such items shall be charged to the officer.

7.10 The School Management shall ensure that whenever an officer takes over of hands over a house, an inventory of the furniture shall be carried out in the presence of the officer to whom the quarter is allocated. Inventories shall be made in duplicate and shall be signed by the officer and the Headteacher or Secretary of the School Council or School Committee. The latter shall retain the original in the school safe while the copy remaining in the quarter.

7.11 When the School Head considers that an item of furniture has become unserviceable, he may recommend to the School Management that it be written off and replaced.

7.12

(a) These Rules apply to the following officers:-

(i) an officer on first appointment who is recruited into the Teaching Service from a place other than the duty station to which he is permanently posted on first appointment;

(ii) an officer on being posted from one permanent duty station to another; and

(iii) an officer on final retirement from the Teaching service who is housed by Government, who is therefore required to vacate his quarters, who is entitled to a passage at public expense to his home island, and who is about to leave his final station to his home island, Such officers may be reimbursed the cost of hotel accommodation and/or three meals a day excluding laundry and alcoholic beverage for a period of up to three days in respect of himself, and his family if his family is travelling with him, provided that:-

(A) receipted bills are submitted with his claim; and

(B) the cost of accommodation is limited to any Government-negotiated concessionary room rate at any other hotel plus VT1.150 a day per person for meals. A single child under the age of eleven years is expected to share a room with its parents, Officers may reside in other hotels or incur expenditure above this limit but the additional cost shall not be reimbursed.

(b) When an officer entitled to be housed by Government is accommodated in a hotel with the approval of the Minister responsible for Education because no house is available for him, after the first 3 days (to which Order 7.12(a) shall apply) he may claim reimbursement of 75% of the reasonable and necessary cost of the hotel accommodation and meals on receipted bills, excluding laundry and alcoholic beverages, and reimbursement shall be made to such extent as the Minister may approve. Reimbursement shall normally be within a ceiling of 75% of the room rate plus 75% of VT1.150 a day per person for meals. A single child under the age of eleven years is expected to share a room with his parents.

7.13 No officer may let or sub-let a quarter which has been allocated to him or may part of the house or the area surrounding his house. This applies in all circumstances including a period when an officer retains his quarters but is absent.

7.14 An officer may retain a quarter during a period of absence and shall continue to pay full rent. If the absence is for a period in excess of one month, the prior approval of the appropriate housing authority shall be obtained, otherwise the quarter may not be retained and may be re-allocated.

7.15

(a) An officer occupying housing provided for him by the Government is responsible for the payment of water and electricity charges at his own expense and it shall be a disciplinary offence to allow such charges to go unpaid when due for payment. Where applicable, payment of Municipal rates will be deducted from salary at source by 12 equal instalments beginning in January each year.

(b) In areas where water or electricity is not separately metered or where they are supplied as part-and-parcel of a private-owned house leased by Government, officers shall pay to Government an estimated flat-rate charge, determined by the Minister responsible for Government housing, for such services as are supplied.