

GEORGIA DEPARTMENT OF CORRECTIONS		
Standard Operating Procedures		
Functional Area: Support Services/Engineering and Construction Services - Space Management	Reference Number: IVR01-0001	Revises Previous Effective Date:
Subject: Staff Housing		11/15/04
Authority: Donald/Smith	Effective Date: 10/1/06	Page 1 of 18

I. POLICY:

In recognition of the security, emergency, and continuous operational needs of correctional institutions and other Departmental facilities which operate on a 24-hour basis, and with particular recognition of the need for a capability of immediate reaction to emergency situations, the Department makes available housing on the premises of various facilities for certain staff who are considered essential to the operation of the Department/facility.

II. APPLICABILITY:

State Prison Staff
Legal Office

III. RELATED DIRECTIVES:

- A. Board Rule: 125-2-1-.01(d), 125-2-1-.12
- B. GDC-SOP: IN01-0004 - Contract Services; IIA09-0001 - Tobacco Products in State Institutions etc.; IIB03-0001 - Use of Inmate Labor on State Housing; IVG01-0015 - Employee Relocation Expense; IVO05-0004 - Relocations.

IV. DEFINITIONS:

- A. Space Coordinator means the individual occupying the position of Space Management Coordinator assigned to the Engineering and Construction Services Section of GDC.
- B. Business Office means the office and staff of the Deputy Warden of Administration at the State Prison.

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V. ATTACHMENTS:

Attachment 1: Rent, Utility and Taxable Income Payroll Deduction Authorization Form

Attachment 2: State Housing Recommendation Form

Attachment 3: Internal Rental Agreement

VI. PROCEDURE:

A. Housing Types

1. Warden Housing

a. Each warden shall be required, as a condition of employment, to reside on the facility premises when such housing is available. In the event such housing is not available, the Department shall lease housing for the warden as close to the facility as possible unless special circumstances prevent the Department from leasing housing within that distance.

b. A warden may request an exemption from the condition of employment of having to reside in housing on the prison grounds. Such requests shall be in writing, shall state the reasons why the warden is seeking the exemption, and shall be forwarded to the Commissioner for review and possible approval. If the Commissioner concludes that there is adequate justification for the warden to reside elsewhere the Commissioner may grant the request. If the Commissioner grants a warden an exemption from the condition of employment of having to reside in housing on the prison grounds then the Commissioner shall require the deputy warden for security or the chief of security to reside in the housing on the prison grounds as a condition of employment for the deputy warden for security or the chief of security. Wardens who receive such an exemption shall be responsible for their own living expenses and shall not receive any financial assistance from the Department for their living

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arrangements. In the event a new warden is assigned to a facility where the deputy warden for security or the chief of security is residing in the warden's house, pursuant to the above, the warden is required to reside in the warden's house and the deputy warden or chief of security will be required to relocate from the warden's house.

c. Wardens shall be housed in one of two types of property: state owned, when available, or state leased when a facility does not have a state owned house.

1) State owned: An Internal Rental Agreement shall be prepared in accordance with the procedure specified in Section VI.B.1 below.

2) State leased: The Commissioner or his/her designee shall execute the appropriate lease agreement with the landlord of such housing and shall maintain copies of said agreement as may be required. See Section VI.B.1.b below. Each warden assigned state-leased property shall enter into an Internal Rental Agreement with the Department as specified in VI.B.1 below, prior to moving into the property. All such Internal Rental Agreements shall be signed by the warden as tenant and by the Director of the Corrections Division.

d. The facility shall provide to the warden the following household appliances and services:

1) Kitchen appliances: Oven, refrigerator, dishwasher.

2) Laundry appliances: Clothes washer, clothes dryer.

3) Telephone Service: see Section VI.B.9.

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- 4) Window treatments: One set of blinds per window throughout the residence. Any additional layer or covering, such as adding draperies over the blinds, will be at the warden's expense.

- 5) Lawn services: Lawn mowing, shrubbery trimming, collection and disposal of leaves and debris, normal maintenance (fertilizing, pest control, etc.), repair of damage (filling holes, re-planting grass, replacing shrubs, etc.).
 - (a) For state-leased warden's housing, the facility may provide the kitchen and laundry appliances, and window treatments listed above when they are not provided by the lessor. Lawn services cannot be provided due to restrictions on the use of inmate labor (SOP IIB03-0001). However, where the lessee is responsible for lawn care, the facility may provide the following tools, equipment and supplies for the warden's use:
 - (i) Power lawn mower. May be a riding mower for lawns larger than one acre and/or if warden is physically unable to safely operate a push mower.
 - (ii) Power lawn edger ('weed-whacker').
 - (iii) Power hedge trimmer.
 - (iv) Power leaf blower.
 - (v) Watering tools: water hoses, hose nozzles, lawn sprinklers, etc.

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(vi) Hand tools: hoes, rakes, shovels, trowels, etc.

(vii) Lawn care chemicals: fertilizer, insecticide, etc.

(b) All of the appliances, tools, equipment and supplies noted in VI.A.1.d. above will be carried on the facility's inventory. Wardens in state-leased housing will follow the applicable tool accountability procedures. Whenever state-leased housing is permanently vacated by the Department, the vacating warden will arrange for the return of all such appliances, tools, equipment and supplies to the facility.

(c) Exceptions to the provisions of section VI.A.1.d. shall be made on an individual basis by the Director of the Corrections Division.

2. Employee Housing

a. If additional housing is available on facility premises, such housing may be assigned by the warden to deputy wardens with the prior approval of the Director of the Corrections Division. Attachment 2, the State Housing Recommendation Form, is to be utilized for this approval.

b. If housing is available for personnel in addition to deputy wardens, the warden shall appoint a HOUSING COMMITTEE to assist in the appropriate assignment of housing. Vacant housing will be advertised to all staff and assignment of employee housing shall be based on the necessity and capability of those employees responding to situations where life, health, safety, and/or good order of the facility are at risk. Toward that end,

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assignment will be made according to the following priorities:

- 1) Priority 1 - CERT/Tactical squad members, correctional supervisors, institutional fire chief, canine handlers, correctional officers necessary for emergency response, institutional maintenance, institutional medical staff who are state employees (not contract employees).
 - 2) Priority 2 - Unit managers, institutional food service staff.
 - 3) Priority 3 - Other staff which meet the goal stated in Section VI.A.2.b. above.
- c. At a minimum, the membership of the Housing Committee shall consist of the deputy warden for administration (chair); the deputy warden for security; and the deputy warden for care and treatment.
- d. The Housing Committee shall develop for the warden's approval a list of assignment criteria subordinate to those specified in VI.A.2.b above. The Housing Committee will use these criteria to evaluate an employee's suitability for assignment to available housing, and will recommend housing assignments to the warden based on the evaluations.
- e. Utilizing the State Housing Recommendation form (Attachment 2), the warden will submit the recommendation(s) for approval/disapproval to the Director of the Corrections Division.
- f. The Director of the Corrections Division will make the final decision. He/she will return the completed State Housing Recommendation form (Attachment 2) to the referring warden, with a copy to the GDC Space Management Coordinator (Space Coordinator).

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g. Each employee assigned facility housing shall enter into an Internal Rental Agreement (Attachment 3) prior to moving into the property. See Section VI.B.1.a below.

3. Housing for Farm Manager, Joe Kennedy Farm and Administrative Operations Manager, Food Distribution Unit

The Farm Manager of Joe Kennedy Farm and the Administrative Operations Manager, Food Distribution Unit shall be required, as a condition of employment, to reside in state owned housing. Housing for these individuals shall be provided in the same manner as for wardens housed in state owned housing. See Section VI.A.1. above.

B. Rental Agreements

1. Preparation and Distribution of Agreements

a. An Internal Rental Agreement form (Attachment 3) is to be completed for each occupancy of state-owned or state-leased housing.

1) The facility Business Office (Business Office) will prepare two copies of an Internal Rental Agreement. The Business Office must fill in the following information:

- (a) name of facility;
- (b) facility house number or address;
- (c) For trailer pad, specify whether tenant's trailer is single-wide or double-wide;
- (d) name of tenant and job title;
- (e) effective date; and

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- (f) monthly rental and utility fees if applicable (See Section VI.B.6 below).
- 2) The Business Office will obtain original signatures on both copies as follows:
- (a) The tenant.
- (b) The warden as recommending supervisor if the tenant is a deputy warden or below, OR The Director of the Corrections Division as recommending supervisor for wardens.
- (c) Each signed copy will be an 'original'.
- 3) The Business Office will give one original to the tenant and keep the other for its own files.
- b. The lease for any state-leased warden's housing will be negotiated by the Space Coordinator and the landlord.
- 1) After locating appropriate housing (see Section VI.C below) available for lease, the Business Office will request the Space Coordinator to negotiate the terms of the lease.
- 2) Any negotiations concerning the terms of the lease will be between the landlord and the Space Coordinator who, in conjunction with Legal Office, will prepare a lease for the identified property and mail three copies to the landlord for signature and return. The Space Coordinator will also prepare an executive summary form for the lease.
- 3) The Business Office will enter the landlord as an authorized vendor to the

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State of Georgia, or verify that the vendor is already so entered.

- 4) Upon Space Coordinator's receipt of the three signed original leases from the landlord:
 - (a) The Space Coordinator will attach the executive summary form and route the entire package for review by appropriate offices, ending with the Legal Office.
 - (b) The Legal Office will execute all three originals, complete the executive summary, keep one original executed lease for its own files, and return the rest of the package to the Space Coordinator.

- 5) The Space Coordinator will then:
 - (a) Make one copy of the executed lease and completed executive summary for its own files.
 - (b) Make and send another copy of each to the Business Office.
 - (c) Send one original executed lease to the landlord.
 - (d) Send one original executed lease and the original executive summary to Accounting.

2. Term of Internal Rental Agreements

- a. Internal Rental Agreements shall begin on the date the property is to be occupied, normally the first day of the calendar month; and end when the employee's employment is terminated, when the employee fails to comply with contract

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requirements, or when the employee otherwise vacates the property.

- b. Whenever partial-month occupancy occurs, the charge for lease and utilities will be prorated for that period of time. Normally, partial-month payments will be by direct payment from the employee to the Business Office and not by payroll deduction. See Section VI.B.7 below.

3. Renewal of State Leased Warden's Housing

- a. The Space Coordinator will contact the Business Office approximately ninety (90) days prior to the expiration of the current lease to determine whether occupancy will continue. If occupancy is to continue, the Space Coordinator will communicate with the landlord and develop the necessary renewal notices or new leases.
- b. If a new lease is required, all parties will proceed as described in Section VI.B.1.b. steps (2) through (5) above.
- c. If an existing lease is being renewed through exercise of option:
 - 1) The Space Coordinator will coordinate with the Legal Office to draft and sign two originals of a Contract Renewal Letter, prepare an executive summary form for the renewal, and route the entire package for review by appropriate offices, ending with the Legal Office. The Legal Office will make one copy of the signed Contract Renewal Letter for its own files, then return both originals and the completed executive summary to the Space Coordinator.
 - 2) The Space Coordinator will then:
 - (a) make one copy of the signed Contract Renewal Letter and completed executive summary for its own files.

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- (b) Make and send another copy of each to the Business Office.
 - (c) Send one original of the signed Contract Renewal Letter to the landlord.
 - (d) Send one original of the signed Contract Renewal Letter and the original executive summary to Accounting.
4. Termination of Internal Rental Agreement
- a. The Business Office will maintain documentation in its file of Internal Rental Agreement terminations.
 - b. The Business Office will also notify the Space Coordinator of all such terminations. Notifications may be made by e-mail and is to provide institution name, house/trailer pad number, name of employee and date of lease termination.
5. Termination of State Leased Warden's Housing
- a. The Business Office will notify the Space Coordinator whenever a warden needs to move from state leased housing. This notice must be in writing. It may be sent either in hardcopy or via e-mail.
 - b. The notice of termination must include, at a minimum, the following information:
 - 1) Name of facility;
 - 2) Name of warden;
 - 3) Reason for termination;
 - 4) Address of residence;
 - 5) Name and phone number of landlord; and

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- 6) Date of intended termination.
- c. The Space Coordinator will negotiate directly with the landlord toward vacating the premises and, if necessary, terminating the lease.
- d. Normally, leases expire automatically at the end of the fiscal year (June 30) unless a pre-existing renewal option is exercised by the Department. Termination under circumstances other than expiration are addressed in the lease document. If a warden desires to have the Department terminate a lease prior to its expiration the warden shall submit a written request to the Director of the Corrections Division through the Space Coordinator. Wardens may be personally responsible for paying any and all early termination fees and costs that may be incurred as a result of the early termination of the lease.
- e. The Space Coordinator will coordinate with the Legal Office to draft and sign two originals of a letter terminating the rental agreement, prepare an executive summary form for the termination, and route the entire package for review by appropriate offices, ending with the Legal Office. The Legal Office will make one copy of the signed termination letter for its own files, then return both originals and the completed executive summary to the Space Coordinator who will then:
- 1) make one copy of the signed termination letter and completed executive summary for its own files.
 - 2) Make and send another copy of each to the Business Office.
 - 3) Send one original of the signed termination letter to the landlord.

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- 4) Send one original of the signed termination letter and the original executive summary to Accounting.

6. Rental and Utility Fees

- a. Wardens, the Farm Manager of Joe Kennedy Farm and the Administrative Operations Manager of Food Distribution Unit shall pay no rental or utility fees for housing provided to them. Deputy wardens for security and chiefs of security shall pay no rental or utility fees for housing if they are residing in housing in place of the warden, pursuant to above Section VI.A.1.b.
- b. The schedule of payments shown on the following pages shall be followed by other GDC staff who are provided housing under Sections VI.A. Such payments are based on the appraised value of housing which may be available on state-owned property. Any non-GDC Staff residing in GDC housing will pay the appraised value for such housing.
- c. All staff who pay rent will also pay taxes (imputed income) on the difference between the appraised value of the property or the rent amount set for trailer pads/lots and the amount of rent actually paid. E.g., if the appraised value of a property is \$600 per month, the staff member would pay \$150/mo. rent (25% of \$600). He/she would be taxed on \$450 for that month (the difference between \$600 and \$150).

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<u>TYPE OF HOUSING</u>	<u>MONTHLY RENT</u>	<u>MONTHLY UTILITIES</u>
House	Based upon 25% of the house's last market rental analysis.	<p>Based upon square footage (sf) and location.</p> <p>Rate is <u>.0968 per sf</u> for below facilities in northern part of state:</p> <p>Arrendale SP GDCP Hays SP Phillips SP Walker SP.</p> <p>Rate is <u>.0953/sf</u> for below facilities in southern part of state:</p> <p>Baldwin SP Bostick SP GSP Mens SP Montgomery SP Rivers SP Rogers SP Scott SP Smith SP Ware SP Washington SP.</p>

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<u>TYPE OF HOUSING</u>	<u>MONTHLY RENT</u>	<u>MONTHLY UTILITIES</u>
Trailer pad or lot	25% of \$90.00 = \$22.50	<p>Based upon assigned footage and location. Single-wide trailers are assigned 1,035 sf. Double-wides are assigned 1,495 sf.</p> <p>See list for House above to determine whether rate is .0968/sf or .0953/sf.</p> <p>Rates are computed differently where tenants pay for some utilities directly instead of reimbursing GDC. At <u>Colony Farm</u> trailer pads, rate is \$30 per month.</p> <p>At <u>Ware SP</u> the pad is too small for a single-wide trailer. The rate there is .0953/sf for the trailer's actual sf.</p> <p>At <u>Hancock SP</u> all trailer pad utilities are individually metered. Thus, the tenants are required to pay the utility providers directly and are not charged by GDC.</p>
Apartment (Available in Milledgeville only)	\$.77/sf, which is 20% of square footage rate for like property (180 Longino Rd., Milledgeville).	Rate is .0953/sf.

- d. Rental and utility rates will be adjusted by the Space Coordinator every five years to reflect any changes in the fair rental value of the housing and utilities. The next adjustment will be in FY 2008.

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7. Payroll Deduction

- a. GDC employees are required to pay rent, utilities, and income taxes via payroll deduction. The employee must complete and sign the Rent, Utility and Taxable Income Payroll Deduction Authorization form (Attachment 1) and submit it to the local Personnel Representative. The local Personnel Representative must submit this form to Central Personnel Administration (CPA) by the 5th of the month so as to initiate the deduction.
- b. Rent, utility, and taxable income deductions will be payroll deducted from the employee's salary for the pay period ending on the 15th of each month. **Deductions will be taken for the current month.** Employees may request rent, utility, and income tax deductions to be taken from both semi-monthly payroll checks. Requests for such must be made in writing to the facility's personnel representative who will forward them to the Department Personnel Director.
- c. Normally, partial-month payments will be by direct payment from the employee to the Business Office and not by payroll deduction.
- d. If the rent, utility and taxable income deduction changes, a new Rent, Utility and Taxable Income Payroll Deduction Authorization form (Attachment 1) must be submitted to the local Personnel Representative and then to CPA by the 5th of the month to modify the deduction.
- e. If the rent, utility and taxable income deduction becomes no longer applicable, a new Rent, Utility and Taxable Income Payroll Deduction Authorization form (Attachment 1) must be submitted to the local Personnel representative and then to CPA by the 5th of the month to terminate the deduction.

8. Local Operating Procedures for Employee Housing

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Each facility with housing available for personnel additional to the warden and deputy wardens will develop and implement local operating procedures that incorporate the following:

- a. Keys. A procedure for the control of tenants' keys and entry devices including issue, accountability, repair, replacement, and return.
- b. Lawns and Grounds. Rules and guidelines stating tenants' responsibilities to include maintenance of lawns and shrubbery at tenants' expense; removal of inoperable or unregistered vehicles from the property; removal of junk (examples: broken appliances, unmounted wheels or tires); and operation and parking of vehicles so as not to damage or deface lawns.
- c. Security of Trash and Garbage. Rules and guidelines for tenants' disposal of hazardous chemicals, flammable liquids, dangerous devices (examples: used syringes, incendiary or explosive devices), medications, alcoholic beverages, wearable clothing, and pornographic materials to prevent misuse of such items by inmates, small children, or others.
- d. Maintenance of Buildings. Rules and guidelines for tenants regarding interior cleanup and sanitation; minor non-structural repairs at tenants' own expense; permissible alterations, modifications, or other changes to buildings, including changes to any installed wiring or piping; compliance with facility restrictions on the types of chemicals used (example: drain de-clogger) in order to prevent damage to the property and the environment.
 - 1) Where tenants are permitted to use Department materials and resources to repaint, etc., the tenant will be limited to those materials and resources already used by the Department. For example, no special-order paint will be provided.

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- e. Improvements. Rules and guidelines specifying what property improvements may be made by tenants at their own expense, and specifying that any such improvements will become the property of the Department upon termination of the rental agreement.
- 1) The facility may provide for tenant-initiated improvements that use Department materials and resources. However, any improvement involving Department materials and resources in excess of \$1,000.00 must receive prior approval from the Assistant Commissioner.
- f. Major Appliances. Rules and guidelines on the installation and replacement of major appliances with the aim of controlling utility costs and ensuring safety.
- g. Pest Control. Rules and guidelines on tenants' responsibilities for treatment against rodents and pests.
- h. Pets. Rules and guidelines on permissible pets, including use of leashes and pens, and on types of pets that may not be kept indoors if these pets would be destructive to facility property.
- 1) Rabies and other mandatory inoculations shall be the tenant's responsibility, and the tenant must show proof of valid inoculation, if so required.
- i. Firearms and Fireworks. Except in line of duty, tenants may not discharge firearms, fireworks, or other explosive or incendiary devices in any facility housing area.
- j. Conduct of Families and Guests. Rules and guidelines for tenants, their family members, and their guests on standards of conduct while on facility grounds, including interaction with inmates and avoidance of restricted areas.

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1) Tenants shall be responsible for the safety and good behavior of any minor children in their care.

k. Operation of Motor Vehicles. Rules and guidelines on the safe and orderly operation of motor vehicles, including, as applicable, speed limits, parking restrictions, reckless driving, and pedestrian safety.

9. Telephone Service

The Department will furnish one fixed and one extension phone, which may be cordless, in the state houses (either leased or owned) of wardens, the Farm Manager, Joe Kennedy Farm and the Administrative Operations Manager, Food Distribution Unit. The Department will pay for the monthly service of these phones, with the exception of non-state business long distance calls, for which the occupant will reimburse the Department.

C. State Leased Housing Qualification

The monthly rental rate shall not exceed \$ \$1,500 for any warden's housing leased from a private entity. Any exception to this must be approved by the Director of the Corrections Division.

D. Prohibition on Personal Business

SOP IVO14-0001, Section VI.A.3. states: "Employees shall not use state property or resources for personal business."

VII, RECORD RETENTION.

Attachment 1 of this SOP, upon completion, will be forwarded to Central Personnel Administration and then placed in the employee's personnel file. This document will be kept according to the official retention schedule of personnel files. A copy will be kept in facility personnel file and retained in accordance with retention schedule for facility personnel files.

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Attachment 2 of this SOP will be retained by the Business Office in accordance with the retention schedule for general contracts.

Attachment 3 of this SOP will be retained by the Business Office in accordance with the retention schedule for general contracts.