

PHA Plans
Streamlined Annual
Version 1

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian
Housing

OMB No. 2577-0226
(exp. 05/31/2006)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined Annual PHA Plan
for Fiscal Year: 2007

PHA Name:

The Housing Authority of the City of Claxton, Georgia
GA166v01

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.

Streamlined Annual PHA Plan Agency Identification

PHA Name: Claxton Housing Authority **PHA Number:** GA166

PHA Fiscal Year Beginning: (mm/yyyy) 07/2007

PHA Programs Administered:

Public Housing and Section 8 **Section 8 Only** **Public Housing Only**
Number of public housing units: Number of S8 units: Number of public housing units: **204**
Number of S8 units:

PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

PHA Plan Contact Information:

Name: Wanda Rogers Phone: 1-912-739-4474
TDD: 1-912-739-4474 Email (if available): worogers@hotmail.com

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)

PHA's main administrative office PHA's development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. Yes No **NO CHANGES THIS YEAR**

If yes, select all that apply:

Main administrative office of the PHA
 PHA development management offices
 Main administrative office of the local, county or State government
 Public library PHA website Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

Main business office of the PHA PHA development management offices
 Other (list below)

Streamlined Annual PHA Plan
Fiscal Year 2007
[24 CFR Part 903.12(c)]

Table of Contents
[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

A. PHA PLAN COMPONENTS

- 1. Site-Based Waiting List Policies N/A
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
- 2. Capital Improvement Needs **Page 5**
903.7(g) Statement of Capital Improvements Needed
- 3. Section 8(y) Homeownership N/A
903.7(k)(1)(i) Statement of Homeownership Programs
- 4. Project-Based Voucher Programs N/A
- 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan. N/A
- 6. Supporting Documents Available for Review **Page 9**
- 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
FFY2007 CFP Annual Statement - Page 11
FFY2005 CFP P & E Report – Page 14
FFY2006 CFP P & E Report – Page 18

- 8. Capital Fund Program 5-Year Action Plan **Page 22**
- 9. VAWA Policy **Page 25**
- 10. Updated Policies, Lease & ACOP **Page 25**
ACOP – Submitted separately as **ga166a01**
Domestic Violence Policy – Submitted separately as **ga166b01**
Dwelling Lease – Submitted separately as **ga166c01**
Personnel Policy – Submitted separately as **ga166d01**

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, *PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan* identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

Form HUD-50070, *Certification for a Drug-Free Workplace;*

Form HUD-50071, *Certification of Payments to Influence Federal Transactions;* and

Form SF-LLL & SF-LLL a, *Disclosure of Lobbying Activities.*

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B. **NO**

Site-Based Waiting Lists				
Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
4. Yes No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

B. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

1. How many site-based waiting lists will the PHA operate in the coming year?
2. Yes No: Are any or all of the PHA’s site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

2. Capital Improvement Needs

[24 CFR Part 903.12 (c), 903.7 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Capital Fund Program

1. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2. Yes No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

1. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

3. Yes No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name(s) below:

4. Yes No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:

5. Yes No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program

(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?

b. PHA-established eligibility criteria

- Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria:

c. What actions will the PHA undertake to implement the program this year (list)?

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- Demonstrating that it has other relevant experience (list experience below):

4. Use of the Project -Based Voucher Program

Intent to Use Project-Based Assistance

Yes No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

- Yes No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:
 - low utilization rate for vouchers due to lack of suitable rental units
 - access to neighborhoods outside of high poverty areas
 - other (describe below):
- Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

NO CHANGES THIS YEAR

1. Consolidated Plan jurisdiction: (provide name here)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
 - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
 - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
 - Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
 - Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
✓	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
✓	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan. FY2005</i>	5 Year and standard Annual Plans
✓	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
✓	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
✓	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
✓	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
✓	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
✓	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
✓	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
		Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
✓	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
✓	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
✓	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
✓	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
✓	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
✓	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
✓	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
✓	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
✓	Other supporting documents (optional) (list individually; use as many lines as necessary)	VAWA Policy
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: The Housing Authority of the City of Claxton, GA		Grant Type and Number Capital Fund Program Grant No: GA06P16650107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$10,721.00			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$20,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$250,547.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$281,268.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: The Housing Authority of the City of Claxton, GA		Grant Type and Number Capital Fund Program Grant No: GA06P16650107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<u>OPERATIONS</u>							
PHA-Wide	Operations	1406	204	\$10,721.00				
	SUBTOTAL			\$10,721.00				
	<u>FEES & COSTS</u>							
GA166-1	a. Architects fee to prepare bid and	1430.1	44 Units	\$8,750.00				
GA166-2	contract documents, drawings,	1430.1	30 Units	\$6,500.00				
GA166-3	specifications and assist the PHA at	1430.1	10 Units	\$3,500.00				
GA166-4	bid opening, awarding the contract, and	1430.1	38 Units	\$0.00				
GA166-5	to supervise the construction work	1430.1	22 Units	\$0.00				
GA166-6	on a periodic basis. Fee to be negotiated	1430.1	16 Units	\$0.00				
GA166-7	Contract Labor	1430.1	30 Units	\$0.00				
GA166-11		1430.1	14 Units	\$0.00				
	Subtotal			\$18,750.00				
	SUBTOTAL			\$20,000.00				
	<u>DWELLING STRUCTURES</u>							
GA166-1b	Complete Modernization (Phase IV)	1460	9 Units	\$250,547.00				
	SUBTOTAL			\$250,547.00				
	GRAND TOTAL			\$281,268.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: The Housing Authority of the City of Calxton, GA	Grant Type and Number Capital Fund Program No: GA06P16650107 Replacement Housing Factor No:	Federal FY of Grant: 2007
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA Wide	7/17/09			7/17/11			
GA166-1	7/17/09			7/17/11			
GA166-2	7/17/09			7/17/11			
GA166-3	7/17/09			7/17/11			
GA166-4	7/17/09			7/17/11			
GA166-5	7/17/09			7/17/11			
GA166-6	7/17/09			7/17/11			
GA166-7	7/17/09			7/17/11			
GA166-11	7/17/09			7/17/11			

GA166-1=44 Units
GA166-2=30 Units

GA166-3=10 Units
GA166-4=38 Units

GA166-5=22 Units
GA166-6=16 Units

GA166-7=30 Units
GA166-11=14 Units

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: The Housing Authority of the City of Claxton, GA	Grant Type and Number Capital Fund Program Grant No: GA06P16650106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending: 12/31/06
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$10,721.00	\$10,721.00	\$10,721.00	\$0.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$21,250.00	\$19,800.00	\$19,800.00	\$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$259,297.00	\$250,747.00	\$250,747.00	\$0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$281,268.00	\$281,268.00	\$281,268.00	\$0.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Budget Revision #1

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) 12/31/06

Part II: Supporting Pages

PHA Name: The Housing Authority of the City of Claxton, GA		Grant Type and Number Capital Fund Program Grant No: GA06P16650106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<u>OPERATIONS</u>							
PHA-Wide	Operations	1406	204	\$10,721.00	\$10,721.00	\$10,721.00	\$0.00	Obligated
	SUBTOTAL			\$10,721.00	\$10,721.00	\$10,721.00	\$0.00	
	<u>FEES & COSTS</u>							
GA166-1	a. Architects fee to prepare bid and	1430.1	44 Units	\$9,000.00	\$18,550.00	\$18,550.00	\$0.00	Contracted
GA166-2	contract documents, drawings,	1430.1	30 Units	\$7,000.00	\$0.00	\$0.00	\$0.00	N/A
GA166-3	specifications and assist the PHA at	1430.1	10 Units	\$4,000.00	\$0.00	\$0.00	\$0.00	N/A
GA166-4	bid opening, awarding the contract, and	1430.1	38 Units	\$0.00	\$0.00	\$0.00	\$0.00	
GA166-5	to supervise the construction work	1430.1	22 Units	\$0.00	\$0.00	\$0.00	\$0.00	
GA166-6	on a periodic basis. Fee to be negotiated	1430.1	16 Units	\$0.00	\$0.00	\$0.00	\$0.00	
GA166-7	Contract Labor	1430.1	30 Units	\$0.00	\$0.00	\$0.00	\$0.00	
GA166-11		1430.1	14 Units	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal			\$20,000.00	\$18,550.00	\$18,550.00	\$0.00	
GA166-1	b. Consulting fees for Agency Plan	1430.2	44 Units	\$200.00	\$200.00	\$200.00	\$0.00	Obligated
GA166-2	preparation.	1430.2	30 Units	\$150.00	\$150.00	\$150.00	\$0.00	Obligated
GA166-3		1430.2	10 Units	\$100.00	\$100.00	\$100.00	\$0.00	Obligated
GA166-4		1430.2	38 Units	\$200.00	\$200.00	\$200.00	\$0.00	Obligated
GA166-5		1430.2	22 Units	\$200.00	\$200.00	\$200.00	\$0.00	Obligated
GA166-6		1430.2	16 Units	\$100.00	\$100.00	\$100.00	\$0.00	Obligated
GA166-7		1430.2	30 Units	\$200.00	\$200.00	\$200.00	\$0.00	Obligated
GA166-11		1430.2	14 Units	\$100.00	\$100.00	\$100.00	\$0.00	Obligated
	Subtotal			\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	
	SUBTOTAL			\$21,250.00	\$19,800.00	\$19,800.00	\$0.00	

Annual Statement/Performance and Evaluation Report

Budget Revision #1

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) 12/31/06

Part II: Supporting Pages

PHA Name: The Housing Authority of the City of Claxton, GA		Grant Type and Number Capital Fund Program Grant No: GA06P16650106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<u>DWELLING STRUCTURES</u>							
GA166-1	Complete Modernization of all 42 units.	1460	4 Units	\$150,392.00	\$250,747.00	\$250,747.00	\$0.00	Contracted
GA166-2	(Phase III)	1460	30 Units	\$108,905.00	\$0.00	\$0.00	\$0.00	Moved to 5-yr
	<i>(001-B Bid 1st for 20 units—awarded 11 units-2004 pd. Phase I, 2005 funds do Phase II, 2006 funds do Phase III of those 11 units)</i>							Action Plan
	SUBTOTAL							
	GRAND TOTAL			\$281,268.00	\$281,268.00	\$281,268.00	\$0.00	

Annual Statement/Performance and Evaluation Report

Budget Revision #1

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) 12/31/06

Part III: Implementation Schedule

PHA Name: The Housing Authority of the City of Calxton, GA	Grant Type and Number Capital Fund Program No: GA06P16650106 Replacement Housing Factor No:	Federal FY of Grant: 2006
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA Wide	7/17/08			7/17/10			
GA166-1	7/17/08			7/17/10			
GA166-2	7/17/08			7/17/10			
GA166-3	7/17/08			7/17/10			
GA166-4	7/17/08			7/17/10			
GA166-5	7/17/08			7/17/10			
GA166-6	7/17/08			7/17/10			
GA166-7	7/17/08			7/17/10			
GA166-11	7/17/08			7/17/10			

GA166-1=44 Units
GA166-2=30 Units

GA166-3=10 Units
GA166-4=38 Units

GA166-5=22 Units
GA166-6=16 Units

GA166-7=30 Units
GA166-11=14 Units

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: The Housing Authority of the City of Claxton, GA	Grant Type and Number Capital Fund Program Grant No: GA06P16650105 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 2)
 Final Performance and Evaluation Report

Performance and Evaluation Report for Period Ending: 12/31/06

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$20,000.00	\$19,750.00	\$19,750.00	\$11,536.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$279,971.00	\$280,221.00	\$280,221.00	\$0.00
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$299,971.00	\$299,971.00	\$299,971.00	\$11,536.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs	\$50,000.00	\$0.00	\$0.00	\$0.00
26	Amount of line 21 Related to Energy Conservation Measures	\$50,000.00	\$0.00	\$0.00	\$0.00

Annual Statement/Performance and Evaluation Report

Budget Revision #2

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) 12/31/06

Part II: Supporting Pages

PHA Name: The Housing Authority of the City of Claxton, GA		Grant Type and Number Capital Fund Program Grant No: GA06P16650105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<u>OPERATIONS</u>							
PHA-Wide	Operations <i>(Deleted as funding reduced).</i>	1406	204	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	
	<u>FEES & COSTS</u>							
GA166-1	a. Architects fee to prepare bid and	1430.1	42 Units	\$9,250.00	\$18,500.00	\$18,500.00	\$10,286.00	In Process
GA166-2	contract documents, drawings,	1430.1	30 Units	\$9,250.00	\$0.00	\$0.00	\$0.00	N/A
GA166-3	specifications and assist the PHA at	1430.1	10 Units	\$0.00	\$0.00	\$0.00	\$0.00	Deleted 003
GA166-4	bid opening, awarding the contract, and	1430.1	38 Units	\$0.00	\$0.00	\$0.00	\$0.00	
GA166-5	to supervise the construction work	1430.1	22 Units	\$0.00	\$0.00	\$0.00	\$0.00	
GA166-6	on a periodic basis. Fee to be negotiated	1430.1	16 Units	\$0.00	\$0.00	\$0.00	\$0.00	
GA166-7	Contract Labor	1430.1	30 Units	\$0.00	\$0.00	\$0.00	\$0.00	
GA166-11		1430.1	14 Units	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal			\$18,500.00	\$18,500.00	\$18,500.00	\$10,286.00	
GA166-1	b. Consulting fees for Agency Plan	1430.2	42 Units	\$200.00	\$200.00	\$200.00	\$200.00	Completed
GA166-2	preparation.	1430.2	30 Units	\$200.00	\$150.00	\$150.00	\$150.00	Completed
GA166-3		1430.2	10 Units	\$200.00	\$100.00	\$100.00	\$100.00	Completed
GA166-4		1430.2	38 Units	\$200.00	\$200.00	\$200.00	\$200.00	Completed
GA166-5		1430.2	22 Units	\$200.00	\$200.00	\$200.00	\$200.00	Completed
GA166-6		1430.2	16 Units	\$200.00	\$100.00	\$100.00	\$100.00	Completed
GA166-7		1430.2	30 Units	\$200.00	\$200.00	\$200.00	\$200.00	Completed
GA166-11		1430.2	14 Units	\$100.00	\$100.00	\$100.00	\$100.00	Completed
	Subtotal			\$1,500.00	\$1,250.00	\$1,250.00	\$1,250.00	
	SUBTOTAL			\$20,000.00	\$19,750.00	\$19,750.00	\$11,536.00	

Annual Statement/Performance and Evaluation Report

Budget Revision #2

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) 12/31/06

Part II: Supporting Pages

PHA Name: The Housing Authority of the City of Claxton, GA		Grant Type and Number Capital Fund Program Grant No: GA06P16650105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<u>DWELLING STRUCTURES</u>							
GA166-1	a. Replace Windows (Phase II)	1460	42 Units	\$0.00	\$0.00	\$0.00	\$0.00	Moved to '04
GA166-2		1460	30 Units	\$50,000.00	\$0.00	\$0.00	\$0.00	Moved to 5-yr
	Subtotal			\$50,000.00	\$0.00	\$0.00	\$0.00	Action Plan
GA166-1	b. Install Security Screens (Phase II)	1460	42 Units	\$0.00	\$0.00	\$0.00	\$0.00	Moved to '04
GA166-2		1460	30 Units	\$50,000.00	\$0.00	\$0.00	\$0.00	Moved to 5-yr
	Subtotal			\$50,000.00	\$0.00	\$0.00	\$0.00	Action Plan
GA166-1	c. Replace kitchen cabinets, and add	1460	42 Units	\$89,985.50	\$0.00	\$0.00	\$0.00	Being done in
GA166-2	Complete kitchen renovations w/fung.	1460	30 Units	\$89,985.50	\$0.00	\$0.00	\$0.00	Work 1460 "D"
	from 2006 in the 2005 5-yr. Action Plan							For 001B; 002
	(Phase II-partial payment)							Moved to 5-yr
	Subtotal			\$179,971.00	\$0.00	\$0.00	\$0.00	Action Plan.
GA166-1	d. Add Phase II of complete modernization	1460	4 Units	\$0.00	\$280,221.00	\$280,221.00	\$0.00	Contracted
	Of 42 units @001 w/fung. from 2006.							
	(001B Bid 1 st for 20 units-awarded 11 units-							
	2004 pd. Phase I, 2005 funds do Phase II.)							
	SUBTOTAL			\$279,971.00	\$280,221.00	\$280,221.00	\$0.00	
	<u>DWELLING EQUIPMENT-</u>							
	<u>NONEXPENDABLE</u>							
GA166-3	A. Replace ranges & refrigerators	1465.1	10 Units	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	(Deleted as funding reduced).							
	SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	
	GRAND TOTAL			\$299,971.00	\$299,971.00	\$299,971.00	\$11,536.00	

Annual Statement/Performance and Evaluation Report

Budget Revision #2

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

12/31/06

Part III: Implementation Schedule

PHA Name: The Housing Authority of the City of Calxton, GA		Grant Type and Number Capital Fund Program No: GA06P16650105 Replacement Housing Factor No:					Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
PHA Wide	8/18/07		4/30/06	8/18/09				
GA166-1	8/18/07		4/30/06	8/18/09				
GA166-2	8/18/07		4/30/06	8/18/09				
GA166-3	8/18/07		4/30/06	8/18/09				
GA166-4	8/18/07		4/30/06	8/18/09				
GA166-5	8/18/07		4/30/06	8/18/09				
GA166-6	8/18/07		4/30/06	8/18/09				
GA166-7	8/18/07		4/30/06	8/18/09				
GA166-11	8/18/07		4/30/06	8/18/09				

GA166-1=44 Units
GA166-2=30 Units

GA166-3=10 Units
GA166-4=38 Units

GA166-5=22 Units
GA166-6=16 Units

GA166-7=30 Units
GA166-11=14 Units

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part I: Summary						
PHA Name: Housing Authority of the City of Claxton, GA					<input checked="" type="checkbox"/> Original 5-Year Plan	
					<input type="checkbox"/> Revision No:	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 3 FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 4 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 5 FFY Grant: 2011 PHA FY: 2011	
	Annual Statement					
H.A. Wide		\$44,268.00	\$53,268.00	\$53,268.00	\$53,268.00	
GA166-1		\$237,000.00	\$89,000.00	\$0.00	\$114,000.00	
GA166-2		\$0.00	\$89,000.00	\$188,000.00	\$114,000.00	
GA166-3		\$0.00	\$0.00	\$0.00	\$0.00	
GA166-4		\$0.00	\$0.00	\$20,000.00	\$0.00	
GA166-5		\$0.00	\$25,000.00	\$20,000.00	\$0.00	
GA166-6		\$0.00	\$0.00	\$0.00	\$0.00	
GA166-7		\$0.00	\$25,000.00	\$0.00	\$0.00	
GA166-11		\$0.00	\$0.00	\$0.00	\$0.00	
CFP Funds Listed for 5-year planning		\$281,268.00	\$281,268.00	\$281,268.00	\$281,268.00	
Replacement Housing Factor Funds						

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year: 2 FFY Grant: 2008 PHA FY: 2008			Activities for Year: 3 FFY Grant: 2009 PHA FY: 2009		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	H.A. Wide	Acct. 1406,1430.1 &1430.2	\$44,268.00	H.A. Wide	Acct. 1406, 1430.1, 1430.2 & 1470	\$53,268.00
		Operations/Fees & Costs			Operations/Fees & Costs, Non-Dwelling Renovation	
	GA166-1B	Balance of Complete Mod. for 20 Units @ 001B (Phase V)	\$237,000.00			
				GA166-1A	Fencing Complete Mod. of Balance of 22 Units @ 001A (Phase I)	\$12,000.00 \$77,000.00
					Subtotal	\$89,000.00
				GA166-2	Fencing Complete Mod. of All Units (Phase I)	\$12,000.00 \$77,000.00
					Subtotal	\$89,000.00
				GA166-5	Windows & Screens (Phase I)	\$25,000.00
				GA166-7	Windows & Screens (Phase I)	\$25,000.00
Total CFP Estimated Cost			\$281,268.00			\$281,268.00

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year: 4 FFY Grant: 2010 PHA FY: 2010			Activities for Year: 5 FFY Grant: 2011 PHA FY: 2011		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
H. A. Wide	Acct. 1406, 1430.1, 1430.2 & 1475 Operations, Fees & Costs, Non-Dwelling Equipment	\$53,268.00	H.A. Wide	Acct. 1406, 1430.1, 1430.2 & 1499 Operations, Fees & Costs, Development Activities	\$53,268.00
GA166-2	Complete Mod. of All Units (Phase II)	\$188,000.00	GA166-1	Complete Mod. of Balance of 22 Units @ 001A (Phase II)	\$114,000.00
GA166-4	Convert 1 Unit to H.C.	\$20,000.00	GA166-2	Complete Mod. of All Units (Phase III)	\$114,000.00
GA166-5	Convert 1 Unit to H.C.	\$20,000.00			
Total CFP Estimated Cost		\$281,268.00			\$281,268.00

9. VAWA Policy

The Claxton Housing Authority is striving to fully comply with all requirements of the Violence Against Women Act (VAWA).

First, the Authority will not deny admission to an applicant who has been a victim of domestic violence, dating violence, or stalking. The applicant must comply with all other admission requirements.

Also, the Authority will not terminate the assistance to a victim of domestic violence, dating violence, or stalking based solely on an incident or threat of such activity. The Authority still retains the right to terminate assistance for other criminal activity or good cause.

All information provided by an applicant or tenant regarding VAWA will be held in strict confidence and will not be shared with any other parties, unless required by law.

At this time, the Housing Authority does not intend to put a victim of domestic violence admissions preference in place. The Executive Director will periodically review the need for such preference and may add an admissions preference for victim of domestic violence if a need is determined.

To make sure all applicants are aware of the Violence Against Women Act, the Housing Authority notifies all applicants of the information included in the Act during the application process.

10. Updated Policies, Lease & ACOP

ACOP – Submitted separately as **ga166a01**

Domestic Violence Policy – Submitted separately as **ga166b01**

Dwelling Lease – Submitted separately as **ga166c01**

Personnel Policy – Submitted separately as **ga166d01**

CLAXTON HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

JANUARY 2007

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CLAXTON HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part A

INTRODUCTION

INTRODUCTION

1. Purpose of the ACOP

The purpose of this policy is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of public housing.

2. Civil Rights Policy

It is the policy of the Claxton Housing Authority, also referred to as the “Housing Authority” and the “CHA”, to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, and with all rules and regulations. Specifically, the CHA shall not on account of race, color, sex, creed, or national origin deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the CHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

To further its commitment to full compliance with applicable Civil Rights Acts, the CHA will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families.

3. Privacy Policy

It is the policy of the Housing Authority (CHA) to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to insure the protection of privacy of individuals about whom the Housing Authority maintains records under its Low-Rent Housing Program.

Therefore, the CHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The CHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The CHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- determining initial and on-going eligibility
- applicable allowances and deductions
- resident rental payments
- current and past assets
- outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of the Housing Authority.

4. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Housing Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

5. Objectives

The objectives of this policy are to:

- a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
 - (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
 - (ii) Ensuring the fiscal stability of the Housing Authority; and,
 - (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- b. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex or national origin.
- d. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.

6. Terminology

The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Housing Authority is also referred to as the "Housing Authority" or the "CHA" throughout this document.

CLAXTON HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part B
DEFINITIONS

DEFINITIONS

FAMILY

1. The term "Family" as used in this policy means:
 - a. A family with or without children;
 - b. An elderly family;
 - c. A near-elderly family
 - d. A disabled family;
 - e. A displaced family;
 - f. The remaining member of a tenant family; and
 - g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

2. The term "Disabled family" as used in this policy means:

A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

3. The term "Displaced family" as used in this policy means:

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

4. The term "Displaced person" as used in this policy means:

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

5. The term "Elderly family" as used in this policy means:

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

6. The term “Elderly person” as used in this policy means:

A person who is at least 62 years of age.
7. The term “Live-in Aide” as used in this policy means:

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
 - a. Is determined to be essential to the care and well-being of the persons;
 - b. Is not obligated to financially or otherwise support the person(s); and
 - c. Would not be living in the unit except to provide the necessary supportive services.
8. The term “Near-elderly family” as used in this policy means:

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62: or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
9. The term “Near-elderly person” as used in this policy means:

A person who is at least 50 years of age but below the age of 62.
10. The term “Person with disabilities” as used in this policy means:
 - a. Has a disability as defined in section 223 of the Social Security Act;
 - b. Has a physical, mental, or emotional impairment that:
 - (i) Is expected to be of a long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) Is of such a nature that such ability could be improved by more suitable housing conditions; or
 - c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).
 - d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

ANNUAL INCOME

1. Income

Income is defined by the Secretary of HUD at 24 CFR 5.609, effective April 1, 1997 and amplified in this policy in those areas within the discretion of a Public Housing Authority.

2. Annual Income

Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following reexamination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

a. Annual Income includes, but is not limited to:

- (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
- (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;

- (iv) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
- (v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);
- (vi) Welfare assistance;
 - (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus,
 - (b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- (viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay);

b. Annual Income does not include:

- (i) Income from employment of children (including foster children) under the age of 18 years;
- (ii) Payments received for the care of foster children or foster adults;
- (iii) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);
- (iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;
- (v) Income of a Live-in Aide, as defined in 24 CFR §913.102;

- (vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;
- (vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- (viii) Temporary, nonrecurring or sporadic income (including gifts);
- (ix) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- (x) Earnings in excess of \$480 for each full-time student 18 years old or older, excluding the head of household and spouse;
- (xi) Adoption assistance payments in excess of \$480 per adopted child;
- (xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (xiii) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
- (xiv) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- (xv) Certain stipends (not to exceed \$200/mo) and other income received by participants in qualified training, self-sufficiency and work incentive programs. Includes CFP training programs.
- (xvi) Earned income:
 - (a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve (12) month period, contingent upon continued employment or increased income.

- (b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.
- (xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.
- (a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
 - (b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
 - (c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
 - (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 - (e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - (g) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
 - (h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);
 - (i) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and
 - (j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational

institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

If it is not feasible to anticipate a level of income over a 12 month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

3. Monthly Income - One-twelfth of Annual income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.
4. Adjusted Income - Adjusted income means annual income less the following:
 - a. \$400 for any elderly or disabled family;
 - b. The amount by which 3% of the annual family income is exceeded by the sum of:
 - (i) Unreimbursed medical expenses for any elderly family or disabled family;
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
 - c. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;
 - d. \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
 - e. The amount of any earned income of a member of the family who is not:
 - (i) 18 years of age or older, and
 - (ii) The head of the household (or the spouse of the head of the household).
 - f. Other exclusions include:
 - (i) Earned income, which may include all earned income of the family; amount earned by particular members of the family; the amount earned by families having certain characteristics; the amount earned during certain periods or from certain sources.
5. Monthly Adjusted Income - One-twelfth of Adjusted Income.
6. Income for Rent - "Income for Rent" for the purpose of determining rents, and for statistical reporting means adjusted income; except that Annual Income is to be used in determining 10 percent of gross income.

TOTAL TENANT PAYMENT

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, shall be the highest of the following rounded to the nearest dollar:
 - a. 30 percent of monthly Adjusted Income; or
 - b. 10 percent of Monthly Income;
 - c. The welfare rent, if applicable.
 - d. A minimum rent amount of \$50.

After the highest amount has been determined above, that number is compared to the flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the ceiling/flat rent is the Total Tenant Payment.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

OTHER

1. Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The Housing Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.
2. Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
3. Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full Time Student. An unborn child shall not be considered a dependent.
4. Designated Housing: A project (or projects) or a portion of a project (or projects) that has been designated in accordance with 24 CFR Part 945.
5. Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
6. Employment: Individual who is head of household or spouse and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of annual income.
7. Enrolled in a Job Training Program: Individual who is head of household or spouse and is currently enrolled and participating in a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job training program.
8. Extremely Low-Income Family: A family's who's Annual Income does not exceed 30% of the area median income, as determined by HUD.
9. Graduate of Job Training Program: Individual who is head of household or spouse is a graduate of a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job training program.
10. Handicapped Assistance Expenses: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

11. Head of Household: Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.
12. Low Income Family: A family who's Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.
13. Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by Insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly and disabled families only.
14. Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.
15. Minor: A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Unemancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.
16. Mixed Population Project: A public housing project, or portion of a project, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception, the CHA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of a project) to elderly families and disabled families. These projects formerly were known as elderly projects.
17. Neighborhood or Community: Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.
18. Net Family Assets: "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the CHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

19. Public Housing Authority/Agency (PHA): A State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized by the 1937 Housing Law, as amended, to engage in or assist in the development or operation of housing for lower income families. The term "public housing" includes dwelling units in a mixed finance project that are assisted by a public housing authority with capital or operating assistance.
20. Rent: For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income (if applicable), rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward tenant purchased utilities (except telephone) and other housing services. In calculating a family's payments toward utilities and other housing services, the Housing Authority will use its reasonable estimate of tenant-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

In the case of an applicant who owns a manufactured home, but who rents the space upon which it is located, rent under this paragraph includes the monthly payment to amortize the purchase price of the home, as calculated in accordance with HUD's requirements. In the case of members of a cooperative, rent under this paragraph means the charges under the occupancy agreement between the members and the cooperative.

21. Spouse: Spouse means the husband or wife of the head of household.
22. Stalking: To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person. The term "immediate family member" means, with respect to a person--
- (A) a spouse, (brother or sister, or child) of that person, or an individual to whom that person stands in loco parentis; or
 - (B) any other person living in the household of that person and related to that person by blood or marriage.
23. Tenant Rent: The amount payable monthly by the Family as rent to the CHA. Where all utilities (except telephone) and other essential housing services are supplied by the CHA, tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the CHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. (Tenant Rent is a term established and defined by 24 CFR (§913) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Tenant Rent" is used interchangeably with "rent" elsewhere in this ACOP to refer to the net monthly payment by the family to CHA. The only exception is the term "rent" as

defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of monthly income).

24. Utility: Electricity, gas, heating fuel, water and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.
25. Utility Allowance: If the cost of utility (except telephone) and other housing services for an assisted unit is not included in the Total Tenant Payment but is the responsibility of the family occupying the unit, an amount equal to the estimate made by CHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a quality living environment.
26. Utility Reimbursement Payment: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
27. Very Low-Income Family: A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
28. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

PREFERENCES

Disaster Preference: Applicants who can document that they have been displaced by a natural disaster as declared by the President of the United States will receive a preference over other applicants.

Employment Preference: Applicants who have at least one adult member employed. To qualify for this preference, the employed member must work at least 20 hours per week. This preference is also granted to families whose adult members cannot work due to age or disability.

Elderly or Disabled Single Preference: Single persons who are 62 years of age or older or are disabled will receive preference over other singles when applying for a one bedroom or efficiency unit.

Time and date of a completed application will determine priority between families with the same preference.

CLAXTON HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part C

ADMISSIONS

ADMISSIONS

1. Non Discrimination

The Housing Authority will not, on account of race, color, creed, sex or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments. Neither will the Housing Authority discriminate because of religion, age, physical handicap, pregnancy, parenthood, or marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

The Housing Authority shall not deny admission to any applicant on basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

2. Income Targeting

The Housing Authority will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

3. Deconcentration

The Housing Authority will strive to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments through admissions policies designed to bring in higher income tenants into lower income developments and lower income tenants into higher income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by the Housing Authority.

Refer to the appendix for the Deconcentration Policy.

OUTREACH TO HIGHER INCOME FAMILIES

1. Outreach to Higher Income Families

The Housing Authority encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments, the Housing Authority will conduct outreach targeted to higher income working families. Outreach will include printed material, radio advertising, and television advertising of the Housing Authority's public housing program. Outreach may also include formal and informal discussions and meetings.

2. Incentives

In order to achieve deconcentration, the CHA may choose to skip an applicant on the waiting list in order to house a family who is willing to accept a unit in a targeted development. The CHA may also grant incentive rents (or other incentives) the purpose of creating mixed income communities and lessening the concentration of extremely-low and very-low income families in one area. The applicant family shall have sole discretion of determining whether to accept the incentive and the Housing Authority shall not take any adverse action toward any eligible family for choosing not to accept an incentive.

APPLICATION TAKING

The Application Process

All admissions to public housing shall be made on the basis of a personal interview where an application is completed by the applicant family and Housing Authority personnel. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. Applications for the public housing program will be completed during a one on one interview between the applicant family and Housing Authority personnel and shall be maintained on the Housing Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority reserves the right to require the signature of any or all adult members of the applicant household.
2. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with designated CHA personnel for the purpose of determining eligibility.
3. Should applicants fail to provide required verification documentation within time frame established by the CHA, their case will be placed in an inactive status and will be required to reapply during the next enrollment period.
4. The Housing Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.
5. The Housing Authority will normally take applications from a central location which will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for application taking.
6. The Housing Authority reserves the right to establish times for taking applications, including by appointment. The Housing Authority staff may, at its discretion, provide for application interviews outside normal hours when necessary for hardship reasons.
7. Insofar as possible, application interviews shall be conducted in private.
8. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.

9. All active applications will be purged no less than once every 12 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the CHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the CHA if he/she no longer desires consideration for public housing.
10. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Low-Rent Public Housing Program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other CHA waiting list should they make an application for "Low-Rent" public housing. This right will be explained to each applicant who might have previously filed an application for a dwelling unit through any other CHA program.
11. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

ELIGIBILITY CRITERIA

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:
 - a. The applicant family must qualify as a family as defined in Section B.
 - b. The single person applicant must qualify as a single person as defined in Section B.
 - c. The applicant's Annual Income as defined in Section B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of CHA jurisdiction.
 - d. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.
 - e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained the CHA shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant.
 - Applicants shall not have a history (over the past two years) of habitual late rent payments, as defined by eight (8) or more late payments during one calendar year;
 - Applicants shall not have been evicted for non-payment of rent over the past two years.
 - f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing, Section 8 Rental Certificate Program and Section 8 Rental Voucher Program.
 - g. Any tenant evicted from federally assisted housing by reason of drug-related criminal activity shall not be eligible for federally assisted housing during the 3-year period beginning from the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority, and/or if the circumstances leading to eviction no longer exists.

- h. The Housing Authority shall prohibit admission for any household member who the Housing Authority determines is illegally using a controlled substance, or determines that a household member's illegal use, or pattern of illegal use, of a controlled substance, or abuse, or pattern of abuse, of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. QWHRA further stipulates that individuals convicted of manufacturing or producing methamphetamine (speed) will be permanently denied admission to public housing and a current resident's tenancy will be immediately and permanently terminated if convicted of manufacturing or producing methamphetamine.

In determining whether to deny admission to the Housing Authority any household based on a pattern of abuse of alcohol by a household member, the Housing Authority may consider whether such a household member:

- (i) Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
 - (ii) Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of controlled substance or abuse of alcohol (as applicable); or
 - (iii) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).
- i. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household who the Housing Authority determines is or was, during a reasonable time preceding the date when the applicant household would otherwise be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
 - j. The Housing Authority shall prohibit admission of any applicant or member of the applicant's household who has been convicted of a felony.
 - k. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household that the Housing Authority determines is subject to a lifetime registration requirement under a state sex offender registration program.
 - l. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect:
 - (i) The health, safety, or welfare of other residents;
 - (ii) The peaceful enjoyment of the neighborhood by other residents; or
 - (iii) The physical environment and fiscal stability of the neighborhood.

- m. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
 - n. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, handicap, etc. In determining the applicant family's capacity to discharge all lease obligations the HA must consider the family's ability to secure outside assistance in meeting those obligations.
 - o. If the applicant is a former resident of public housing or Section 8 housing programs administered by an agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the Housing Authority will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.
 - p. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations, and painting or decorating without permission of the owner.
 - Any applicant who has been evicted from a public housing program or terminated from a Section 8 Rental Program shall not be eligible to receive any type of housing assistance for one year.
 - q. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
 - r. Other factors affecting a final determination of eligibility include:
 - (i) Household has no outstanding indebtedness to the CHA or any other federal housing program;
 - (ii) Family will occupy unit as their sole place of residence.
3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or

possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), and Section 428 of the FY 1999 HUD Appropriations Act).

4. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with Part C; Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.
5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - a. Evidence of rehabilitation.
 - b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.
 - c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
 - d. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.
6. An otherwise ineligible handicapped applicant shall be eligible for admission if the problem resulting in the ineligibility can be addressed through reasonable accommodations.
7. Tenancy at properties for elderly and/or handicapped persons will be based upon the applicant's ability to live independently or to live independently with limited supportive services.
8. The Housing Authority will not unnecessarily segregate individuals with handicaps to particular areas or developments. The Housing Authority will provide assistance to enable all individuals with handicaps to meet legal requirements; for example, the Housing Authority could provide interpreters, Braille or taped versions of leases, recertifications and other legal documents, whatever is appropriate.
9. In the event an individual is refused housing based on one or more of the above screening criteria, he/she may request an informal hearing or appeal to the Executive Director in writing.

SCREENING

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
2. Under section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program.

Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

3. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq), may require each person who applies for admission to the Housing Authority to sign a one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances. In a formal written consent, the Housing Authority shall request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.
 - The Housing Authority shall make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates evidence of prior arrest or conviction or the Housing Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.
4. The applicant's signed written consent shall expire automatically after the Housing Authority has made a final decision to either approve or deny the applicant's application for admittance to public housing.
5. The term "currently engaging in the illegal use of a controlled substance" means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant's illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

6. Conditions for Denial

- a. The applicant or resident currently owes rent or other amounts to CHA or to another agency in connection with Section 8 or Public Housing Program.
- b. The applicant has committed any fraud in connection with any federal housing assistance program.
- c. The applicant has violated any Family obligation under any Section 8 Existing Program as stated on the Certificate of Family Participation or Housing Voucher.
- d. The applicant has breached an "Agreement to Repay" any monies due the Housing Authority. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
- e. The applicant has an unacceptable Police Record wherein the applicant or any member of the household who has attained the age of 18 has within the past five years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age
- f. INS Denial

Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

- (i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,
- (ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,
 - (a) The family does not pursue INS appeal or Housing Authority informal hearing rights; or,
 - (b) INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

RECORDS MANAGEMENT AND CONFIDENTIALITY

1. Records Management

- a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.
- b. All records obtained for the purpose of applicant screening shall be:
 - (i) Maintained in the applicant file in a locked file cabinet.
 - (ii) Destroyed no less than five (5) business days after the date on which the Housing Authority gives final approval for an application for admission.
 - (iii) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

2. Confidentiality

The Housing Authority receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such to the fines of the state.

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of the Housing Authority, which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority. The district court of the United States in the district in which the affected applicant or resident resides, in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters.

VERIFICATION OF INCOME AND CIRCUMSTANCES

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications are required to process any interim or annual reexamination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;
2. Third party verification forms supplied by the CHA and returned properly completed by employers, public welfare agencies, etc.;
3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 60 days current. No determinations will be made based upon information/documents more than two (2) months old;
4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);
5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
7. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency;
8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, Georgia Department of Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;
9. Receipts for utility services;
10. For households reporting "zero" income, HA will require statements and verification from parties who are identified as providing non-cash contributions such as groceries and clothing;

11. When verification cannot be accomplished by either form of third party verification or review of documents, the applicant/resident will be required to submit a notarized statement.
- Where a notarized statement has been accepted for income determination purposes, the family will be appraised of requirement to undergo a re-exam every 12 months.

12. Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending.

- a. Citizens or Nationals of the United States. A signed declaration of U.S. citizenship under penalty of perjury.
- b. Eligible Immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.
- c. Noncitizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents which are copied front and back and returned to the family. The CHA will verify the status through the INS SAVE system. If this primary verification fails to verify status, the CHA will request within ten (10) days that the INS conduct a manual search.
- d. Ineligible family members who do not claim to be citizens or eligible immigrant must be listed on a statement of ineligible family members signed by the head of household or spouse.
- e. Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. HA will allow up to sixty (60) days to provide the document or receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

13. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the CHA and to HUD such information as CHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data are more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

14. Special verification requirements for phase-in rents

All residents who desire to claim an earned income exclusion under the phase-in rent policy, must report the new earned income or increased income within ten (10) days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in income or family circumstances affecting eligibility for the same) will result in denial or loss of the earned income exclusions. If such failure results in the resident paying lower rent than he/she would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent. Residents qualifying under the phase-in rent program must report all changes in income within ten (10) days after they occur.

In addition to such other verification as the Housing Authority shall require any resident or applicant claiming an earned income exclusion to supply documentation in a form prescribed by the Housing Authority from employers and social services agencies, as applicable.

No resident or applicant is automatically entitled to an earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Notwithstanding the above, it is the responsibility of the resident/applicant to supply the complete and accurate information which the Housing Authority requires to make an eligibility determination.

In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but the Housing Authority shall not be liable for any retroactive payments due to reversal of an initial determination.

As with other interim rent changes, any reduction in rents which result from the application of this policy shall be effective on the first day of the month following that month in which the eligibility for the deduction is determined. The Housing Authority shall not be liable for retroactive reductions if the resident fails to report the change within the required time period.

Rent increases resulting from expiration of the phase-in disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. Summary of Verified Data: A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:
 - a. Eligibility -- the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.
 - b. Preferences
 - c. Date and time of completed application
 - d. Size of unit needed by family
 - e. Income Exclusions and Rent to be paid

DETERMINATION AND NOTIFICATION OF ELIGIBILITY

1. As soon as possible after receipt of an application, the Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy, and will determine whether a preference exists. In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list, and informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact.

The CHA must communicate to the applicant an estimate of how long a wait it will be.

2. Apparently eligible applicant families will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission.
3. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity for an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, a written request to this effect must be received by CHA within five (5) working days of the date of the notification of ineligibility.
4. Thorough investigation of each application will be conducted during the Tenant Interview. Eligibility will be verified by the CHA staff within the provisions of this policy. The Tenant Interview will be conducted at the time that the application is submitted for review.
5. Applicants denied a preference shall be notified in writing about the denial. The notice shall contain a brief statement of the reason(s) for the determination and state that the applicant has a right to meet with a representative of the Housing Authority to review the determination.
6. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.
7. Informal Review
 - a. If a request for a review is received within the specified five (5) day period, CHA will notify the applicant, in writing, of the scheduled time and date of review.
 - b. The CHA will appoint a Review Officer to conduct the informal review who shall be an Housing Authority Officer or employee who did not participate in the original determination of denial, nor will the officer be a subordinate of the party who made the denial decision nor anyone who approved such decision.
 - c. The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.
 - d. The CHA will present factual or other basis for its decision. The applicant may also present his/her position. Subject to the direction of the Review Officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.

- e. The Review Officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon evidence presented at the hearing. A copy of the decision will be furnished to the applicant.
- f. The CHA will not be bound by a decision of the Review Officer where it is determined that the Officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statute, or state or local law that imposes obligations on applicants or residents.
- g. The record of such review/determination will be maintained by the Housing Authority's Application Office.

OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

1. The following system will be used as a guide to determine proper bedroom size for each applicant and resident:
 - a. The head of each household and his/her spouse (unless medical reasons dictate) are assigned to one bedroom.
 - b. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.
 - c. Children, with the possible exception of infants, will not be required to share a bedroom with a person of different generations, including their parents.
 - d. All remaining family members are assigned to bedrooms on the basis of two of the same sex to a bedroom (unless children are under the age of six).
 - e. At the option of the parent and written consent of the head of household, and providing such occupancy does not contradict the dwelling unit maximum occupancy standards, children of opposite sex beyond the age of six (6) and up to age ten (10) may share a bedroom.
 - f. If necessary for continued occupancy and/or admission, an infant up to the age of two (2) years could share a bedroom with a parent.
 - g. Foster children are normally included in determining unit size.
 - h. A live-in care attendant who is not a member of the family will not be required to share a bedroom with another member of the household.
 - i. Space may be provided for a child who is away at school but who lives with the family during school recesses.
2. Notwithstanding the above, the Housing Authority may lease one bedroom apartments to a single parent with a child provided that neither of the following two events will or are expected to occur within the next nine (9) months:
 - a. That the child sharing the parent's bedroom will turn three (3) years old; and/or
 - b. That the mother is expecting another child.
3. Upon admission, bedrooms shall be occupied by not more than two persons. For continued occupancy, exceptions to this requirement may be waived based on existing conditions affecting family members. These conditions may include one or more of the following:

- a. Relationship of family members to one another;
 - b. Ages of household members;
 - c. Sex of persons to occupy the unit;
 - d. Handicap; or
 - e. Other individual circumstances.
4. Units shall be assigned so as not to require the use of the living room for sleeping purposes.
5. The following standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The CHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily to the family's ability to use stairs or their status as an elderly family. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy. In the situation where a tenant requires a different size dwelling unit and the tenant has either an outstanding balance, a history of poor housekeeping standards or destruction of property, or has not been a desirable tenant the tenant will be deemed ineligible for transfer and will be referred for termination.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>
0	1
1	2
2	4 (2 children of the same sex)
3	6 (4 children; 2 adults, 2 children each of the same sex)
4	8 (6 children, 2 adults; 2 children each of the same sex)
5	10 (8 children, 2 adults; children, 2 each of the same sex)

APPLICANT SELECTION AND ASSIGNMENT PLAN

1. Applicant Ranking

Applications will be filed and selected by unit type and size; by preference; and by date and time of application. If an applicant claims a preference, they are considered to be a priority applicant. Applicants who claim no preference are considered to be non-priority applicants.

2. Preferences

Disaster Preference: Applicants who can document that they have been displaced by a natural disaster as declared by the President of the United States will receive a preference over other applicants.

Employment Preference: Applicants who have at least one adult member employed. To qualify for this preference, the employed member must work at least 20 hours per week. This preference is also granted to families whose adult members cannot work due to age or disability.

Elderly or Disabled Single Preference: Single persons who are 62 years of age or older or are disabled will receive preference over other singles when applying for a one bedroom or efficiency unit.

Time and date of a completed application will determine priority between families with the same preference.

a. Denial of Preference

A preference shall not be given to an applicant if any member of the family is a person who has been evicted from housing assisted under a 1937 Housing Act program due to drug related criminal activity.

However, a preference may be given if:

- (i) The applicant or family member evicted has successfully completed a drug rehabilitation program; or,
- (ii) The applicant or family member clearly did not participate in drug related criminal activity; or,
- (iii) The Housing Authority determines that the applicant or family member no longer participates in any drug related criminal activity.

3. Waiting List

a. Housing Authority-Wide Waiting List

The Housing Authority-wide waiting list will be ordered as follows:

- (i) By unit type (regular, elderly, special handicapped) and in unit size by bedrooms.
- (ii) By preference only.

- (iii) Within the priorities above, by date and time of application.
- (iv) Families who claim no preference will be notified by the Housing Authority that their names will be retained on the waiting list as non-priority applicants. If at some future time, their status changes in regards to a preference, they will be entitled to claim the preference, and be added to the priority waiting list.

4. Waiting List Skipping

The Housing Authority may skip a higher-income eligible applicant family to the top of the waiting list if a dwelling unit in a development becomes vacant and the development requires a lower income family to meet the Housing Authority's income targeting goals.

The Housing Authority may also skip a lower-income eligible applicant family to the top of the waiting list if a dwelling unit in a development becomes vacant and the development requires a higher income family to meet the Housing Authority's income targeting goals.

5. Updating of the Waiting List

The waiting list must be purged at least once every 12 months.

The Housing Authority shall update the waiting list every ninety (90) days in order to maintain the most current information. Applicants will be requested to provide the Housing Authority with updated information through writing. Applicants who do not respond to the request to update shall be removed from the waiting list. If the applicant's failure to respond was due to the applicant's disability, the Housing Authority shall provide reasonable accommodations to give the applicant an opportunity to respond.

6. Applicant Selection and Assignment

The CHA will select applicants for participation without discrimination based on race, color, sex, creed, or national origin nor deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the CHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

7. Special Use Dwelling Units

- a. When a unit that meets a specific need (e.g., a unit designed to accommodate a handicapped tenant requiring the use of a wheelchair) becomes available, that unit will be offered first to a current occupant of another unit managed by the Housing Authority having handicaps and requiring the accessibility features of the vacant unit. If no such occupant exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit. If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.

- b. Elderly applicants will be given preference for units designed specifically for elderly occupancy. Near Elderly Single Persons will be given preference over Non-Elderly Single Persons for units designed specifically for elderly occupancy.

9. Dwelling Unit Offers

- One unit offer: The CHA can make a unit offer in any development. If this unit is rejected, the applicant goes to the bottom of the waiting list. However, the CHA can define “bottom of the waiting list”.

When the applicant is matched to the specific unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

- a. As an applicant moves near the top of the waiting list, the Housing Authority will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc.
- b. Upon availability for occupancy, an applicant will be offered a unit.
- c. Upon offer of an apartment, the applicant shall have seven (7) days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.
- d. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint UPCS unit inspection, establishment of utility services, leasing interview, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

10. Unit Refusals

- a. Applicants will be made one (1) offer of a unit of appropriate size and type. Should the family reject the offer, the family will be placed at the bottom of the waiting list.
- b. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of one such offer, including any in neighborhoods previously refused, the application shall again be placed at the bottom of the waiting list.
- c. When an applicant refuses an offer of an apartment, his/her application shall be returned to the bottom of the waiting list, unless the applicant can document that a move at that time would create an undue hardship on the family which is NOT related to race, creed, sex, national origin, religion, handicap or familial status.
- d. Applicants not responding to an offer of housing by the CHA shall be ruled ineligible and their application will be removed to the inactive/ineligible file and so documented.
- e. An applicant will have five (5) working days to accept or reject an offer of housing after receipt of notice of unit availability. Failure to respond to a notice of unit availability will be treated as a no response.

FLAT RENTS

In accordance with QHWRA, the CHA has established the following flat rents:

Developments	% of Standard	Bedroom Size					
		0	1	2	3	4	5
Collins Homes	75%	\$193	\$235	\$276	\$345	\$386	\$444
F.O Miller Homes	75%	\$193	\$235	\$276	\$345	\$386	\$444
Nancy Hendrix Homes	75%	\$193	\$235	\$276	\$345	\$386	\$444
Cedar Creek Homes	75%	\$193	\$235	\$276	\$345	\$386	\$444
Cleo Griffin Homes	75%	\$193	\$235	\$276	\$345	\$386	\$444
Booker T. Hagan Homes	75%	\$193	\$235	\$276	\$345	\$386	\$444

LEASING OF DWELLING UNITS

1. Lease Agreement

- a. The head of the household/spouse and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as the Housing Authority shall require prior to actual admission. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

- b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.
- c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another CHA community, the existing lease will be canceled. ***A new lease will be executed for the unit to which the family is to move by the head of household.***

If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the CHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

- d. Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP) and the Grievance Procedure.
- e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.
- f. Live-in Caretakers, as defined in Section B, will not be party to the lease nor will the Caretaker's income be taken into consideration in the calculation of resident rent. Families requiring Live-in-Caretaker assistance must have such assistance approved by the CHA prior to the Caretaker's occupancy in the dwelling unit. In the event that the family vacates the unit, the Caretaker will be required to vacate as well. In no case will the Caretaker be considered the remaining member of the tenant family.

2. Security Deposit

The resident shall provide the Housing Authority prior to occupancy with a security deposit as designated in the Lease Agreement.

Security deposits shall be returned to the tenant within 30 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of Disposition explaining why the Housing Authority is withholding the security deposit will be sent.

The following conditions will apply in returning the security deposit:

- Rent and all charges must be paid in full;
- Dwelling unit and equipment must be clean;
- There should be no damage to the unit beyond normal wear and tear;
- A fifteen day notice shall be given to Management by the resident of intent to move; and,
- The tenant must stay beyond six months.

ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.
2. Application Procedure - The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.
3. Eligibility Criteria:
 - a. All new member(s) must be determined eligible in accordance with Part C eligibility criteria.
 - b. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C, Occupancy Standards.
4. Application Denial. The CHA may deny the application for any of the following reasons:
 - a. Applicant(s) do not meet Eligibility Criteria as outlined in Part C.
 - b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.
 - c. Applicant(s) do not meet the criteria for family as established in Part B.
 - d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
 - e. Other reasons as determined from time to time by the Executive Director.
5. Additions which do not require approval of the applications. The CHA shall not deny approval for any of the following:
 - a. Newborn infants of members currently on the lease.
 - b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.
6. House Guests. Dwelling units are adequate in size for the resident family only, and house guests staying with the family for a period in excess of 14 consecutive days shall be permitted only upon advance written consent of the Housing Manager.

**APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE
A BUSINESS IN THE UNIT**

Prior to making a determination the resident shall request the CHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the CHA. When a resident desires to operate a legal profit making business from the leased unit, the CHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit:

- a. Local Building health codes, requirements for license or governmental approval;
- b. Local Zoning Ordinances;
- c. The effect on CHA Insurance Coverage;
- d. Utility Consumption;
- e. Possible Damage to the leased unit;
- f. Estimated traffic and parking;
- g. Disturbance of other residents;
- h. Attraction of non-residents to the neighborhoods; and,
- i. Possible use of tenant business as a cover for drug-related activities.

CLAXTON HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part D

CONTINUED OCCUPANCY

ELIGIBILITY FOR CONTINUED OCCUPANCY

There is to be eligible for continued occupancy in the CHA communities only those residents:

1. Who qualify as a family as defined by federal requirements and this policy (see definition in Part B).
2. Who conform to the Occupancy Standard established for lower income housing. (see Part C)
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and
4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect:
 - a. The health, safety, or welfare of other residents
 - b. The peaceful enjoyment of the neighborhood by other residents
 - c. The physical environment and fiscal stability of the neighborhood.
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
6. Who have not been involved in drug related or criminal activity.
7. Who have not been convicted of a crime.
8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.
9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.
10. Who meet the requirements for community service or participation in self-sufficiency programs.
11. Who continues to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.
12. Who are, with the aide of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations.

Remaining member(s) of a resident family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment, determines that the remaining person(s) is (are):

- a. Otherwise eligible for Continued Occupancy, and
 - b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
 - c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and
 - d. Legally competent to execute a lease in his (their) own name.
13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
- a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;
 - b. Evidence of the family's participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;
 - c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

14. Citizenship/Eligible Immigration Status

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

- a. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- b. No eligible members: Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- c. Non-citizen students: Defined by HUD in the noncitizen regulations and are not eligible for assistance.

INSPECTIONS AND REEXAMINATIONS

INSPECTIONS

1. Move-In Inspections

Prior to occupancy, a representative of the participant family and of the CHA maintenance staff will accomplish a physical inspection of the dwelling unit. The maintenance or management staff representative will demonstrate to the family representative the operation of the unit appliances and fixtures.

The condition of the dwelling unit will be recorded on an inspection form provided by CHA. The inspection form will be signed by the family representative and the CHA representative. Any repairs noted will be effectuated prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be effectuated do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

2. Uniform Physical Condition Standards (UPCS) Inspections

The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the housing quality standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.

The Housing Authority shall make an annual inspection of each public housing development to determine whether units in the development are maintained in accordance with the Secretary's requirements, as well as spot inspections where there exists a threat to health and/or safety. The Housing Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

UPCS inspections shall be conducted using the CHA's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the CHA. Where the family has been advised to take corrective action, the CHA staff will conduct a follow-up inspection within five (5) working days, if such corrective action is of a general nature.

Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the reinspection will occur within twenty-four (24) hours. Non-compliance by the family can result in termination of tenancy.

3. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family will be encouraged to participate in a move-out inspection along with a member of the CHA staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, CHA management will take any and all actions at its disposal to collect the remaining balance from the family.

REEXAMINATIONS

Re-examinations will be conducted in October of each year.

4. Purpose

Reexaminations of income and family circumstances are conducted for the following purposes:

- a. To comply with the Federal requirements relating to annual reexaminations.
- b. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
- c. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.
- d. To establish the Total Tenant Payment and the tenant rent to be charged to the family.

5. Annual Reexaminations

Annual reexaminations are necessary to comply with the federal requirement that each family, excluding families paying flat rent, have its eligibility reexamined at least every twelve months. Families paying flat rents shall have its eligibility reexamined every year.

At any time, the resident may report changes in income and family circumstances to obtain an appropriate rent adjustment. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 120 days current. The family will be notified in writing of any changes in resident rent 30 days prior to the effective rent change.

Failure to complete reexamination is a serious lease violation that will result in termination of tenancy. Failure to complete reexamination includes:

- a. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
- b. Refusal to properly execute required documents.

6. Special Reexaminations

If at the time of admission, annual reexamination or interim reexamination, it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

- a. Family member(s) are unemployed and there are not anticipated prospects of employment; or,
- b. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination; then a Special Reexamination will be scheduled on a date determined by the Housing Authority's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled Special Reexamination, it is still not possible to make a reasonable estimate of Family Income, Special Reexaminations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the Reexamination completed. Rent determined at special reexaminations shall be made effective the first of the month following the first determination. The Special Reexaminations are not to replace the Annual Reexamination.

7. Interim Reexaminations

The CHA must conduct interim re-examinations if income has decreased, causing a decrease in rent. The decrease must be verified by the 20th day of the month to ensure that the new rent goes into effect the 1st of the next month. Change in family composition also results in an interim re-examination.

Interim reexaminations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes that must be reported in writing within ten (10) days of their occurrence:

- a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Housing Authority in advance in accordance with Part C; Admission of Additional Members.
- b. The loss or addition of a wage earner.
- c. The loss or addition of an income source.

- d. In cases of ten (10) month employment cycles, for example public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two (2) months of non-employment. Instead, the ten (10) month income shall be considered annual income and shall be computed on a twelve (12) month basis following the normal eligible deductions for dependents, etc.
- e. All requests for an interim reexamination must be submitted and the reported change verified by the 20th of the month in order for a decrease in rent to be effective the first of the following month. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty (30) days in duration (e.g. sick days, temporary reduction in hours, etc.). Rent adjustments will be made accordingly:
 - (i) Interim decreases in rent shall become effective the first month following that in which the tenant reported the change except that in the corrections of error. All changes must be reported and verified prior to the 20th day of the month in order for the decrease to be effective the first of the following month...
 - (ii) Interim increases in rent shall become effective the first of the second month following that in which the change occurred.
 - (iii) If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.
- f. The CHA reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations.

8. Processing Reexaminations

All reexaminations shall be processed under the following conditions:

- a. All data must be verified and documented as required in Part C, Verification. The Housing Authority will NOT adjust rent downward until satisfactory verification is received. Verification must be received by the 20th of the month in order for the decrease to be effective on the first of the following month.
- b. Lease terminations resulting from reexaminations shall be conducted in accordance with the terms of the lease.
- c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.
- d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by "Notice of Rent Adjustment".

- e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the Housing Authority, as long as the verification has been completed by the 20th of the month.
- f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.
- g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by CHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.
- h. The Executive Director of the Housing Authority, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Housing Authority is correct.

TERMINATION OF THE DWELLING LEASE

The Housing Authority shall not terminate or refuse to renew a Lease Agreement other than for serious or repeated violation of the terms of the lease, violation of applicable federal, state, or local law, or other good cause. The Dwelling Lease shall be terminated by the Housing Authority in accordance with applicable HUD Regulations.

1. “Good cause” as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.
2. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).
3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.
5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off of the premises of the Housing Authority, or any activity resulting in a felony conviction.

The term “drug-related criminal activity”, for the purpose of this policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance.

The Housing Authority reserves the right to terminate tenancy for criminal activity before or after conviction of the crime.

6. The Housing Authority may terminate the lease for failure to meet community service or participation in self-sufficiency program requirements.
7. The Housing Authority may terminate the lease for failure to pay charges, including late charges or charges for damage to Housing Authority property.
8. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.
9. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.

10. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.
11. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.
12. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than thirty (30) days per calendar year. CHA management may find that extenuating circumstances exist, however. The Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver's license, job application, etc.).
13. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of a lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.
14. Procedure for termination of the Lease shall be as follows:
 - a. The Housing Authority shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent.
 - b. The Housing Authority shall give a reasonable time period, but not to exceed thirty (30) days if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply.
 - c. The Housing Authority shall give thirty (30) days written notice of termination in all other cases.
 - d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:
 - (i) Name and identification of the unit occupied.
 - (ii) Date and copy of Notice of Termination
 - (iii) Specific reason(s) for Notice to Terminate
 - (iv) Date and method of notifying tenant of reasons for lease termination
 - (v) Summary of any conference(s) with the tenant, including names of conference participants.

TRANSFER POLICY

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin.

1. Objectives of the Transfer Policy

- a. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriately sized unit.
- b. To facilitate human relocation when required for modernization or other management purposes.
- c. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfers

- a. Authority Initiated - The Housing Authority may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management for the following reasons. A resident shall not be transferred to a unit that is not decent, safe, and sanitary or that has not met Housing Quality Standards. Additionally, a resident may refuse a proposed transfer for cause, such as the long distance from his/her employer.
 - (i) In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. If the appropriate size is not available, the family may be overhoused but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an appropriate unit available at another Housing Authority-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.
 - (ii) When a resident is transferred because the unit has become uninhabitable, the management of the Housing Authority shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:
 - (a) If the condition of the unit is the fault of the Housing Authority, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.

- (b) If the condition of the unit is the fault of neither the Housing Authority nor the resident, as in the case of a natural disaster, the Housing Authority may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.
- (c) If the condition of the unit was caused by the resident, his family or guests, no relocation assistance will be provided and the resident may be charged for all damages to Housing Authority property. A transfer to a correctly sized apartment will be considered permanent.
- (iii) If a site requires modernization type work that necessitates vacating apartments, the affected resident will be relocated at the Housing Authority's expense in available vacant units within the Housing Authority. If determined feasible by management, the Housing Authority will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the CHA Board of Commissioners and the Executive Director or his/her designee. The Housing Authority may suspend normal transfer procedures to facilitate modernization type activities.

b. Transfers for Approved Medical Reasons

A resident who desires to relocate on advice of a physician may request a transfer with the CHA, however, the resident must provide the CHA with verification from an approved physician. This transfer must have approval of the Executive Director.

c. Transfers to Appropriately Sized Unit

If a tenant's family composition NO LONGER conforms to the Housing Authority's Occupancy standards for the unit occupied, the CHA may require the tenant to move into a unit of appropriate size. This section establishes both that the Housing Authority has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

- (i) Determination of the correctly sized apartment shall be in accordance with the Housing Authority's Occupancy Standards.
- (ii) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.
- (iii) The CHA may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.
- (iv) The number of units offered to a family transferring will be one (1) unless there is a hardship situation as determined by CHA. If the resident refuses the dwelling unit offered, the lease may be terminated by management.

- (v) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if the Housing Authority determined that a transfer would cause a hardship to the family.
 - (vi) Transfers shall be made to correct occupancy standards and shall take precedence over new admissions.
 - (vii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from CHA with at least fifteen (15) days following the notice to transfer to the new dwelling.
- d. Transfers for Non-handicapped families living in handicapped designated units.
- (i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a handicapped designated unit and the tenant family occupying the unit is not a family with disabled individuals, the tenant agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.
 - (ii) The CHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the CHA may from time to time rent a handicapped designated unit to a family that has no disabled members. The CHA will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.
 - (iii) This section establishes both that the Housing Authority has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that the non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:
 - (a) Transfers into a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.
 - (b) Transfers to a non-handicapped designated unit may be made outside of the same neighborhood with tenant consent or unless no vacancies are expected within the same neighborhood within the next 30 days.

- (c) Management may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations.
- (d) The non-handicapped family may be provided with relocation assistance such as cartage of household goods, and relocation expenses, the costs and methods of which are to be determined by management.
- (e) For the purposes of determining the priorities for transfers, this type of transfer shall be considered an Housing Authority initiated transfer.

3. Priorities for Transfers

The CHA may prioritize transfers as they wish.

- a. Within the eligible types of transfers, transfers shall be performed according to the following priorities:
 - (i) Housing Authority initiated transfers;
 - (ii) Residents who are underhoused by two bedrooms;
 - (iii) Medical transfers;
 - (iv) Residents who are overhoused by two bedrooms;
 - (v) Residents who are underhoused by one bedroom;
 - (vi) Residents who are overhoused by one bedroom;
- b. The first three priorities always have priority over new move-ins.

The remainder shall be prioritized based on the need established by the CHA. In the case of an involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition. Whenever feasible, transfers will be made within a resident's current dwelling area.

4. Transfer Procedures

- a. The staff designated by the Executive Director shall:
 - (i) Prepare and prioritize a transfer list for each neighborhood monthly.
 - (ii) Notify residents by letter of their pending transfers or approval of transfer request.
 - (iii) Determine whether a vacancy is used for transfer or move-in,
 - (iv) Maintain transfer logs and records for audit.
 - (v) Notify residents with pending transfers as their name approaches the top of the list.
 - (vi) Conduct home visits at the current dwelling unit for housekeeping.
 - (vii) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.

- (viii) Participate in evaluation of requests for transfer based on approved medical reasons.
 - (ix) Issue final offer of vacant apartment as soon as vacant apartment is identified.
 - (x) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident fifteen (15) working days to complete transfer.
 - (xi) Process transfer documents to appropriate CHA staff.
 - (xii) Participate in planning and implementation of special transfer systems for modernization and other similar programs.
 - (xiii) Inspect both apartments involved in the transfer, charging for any resident abuse.
 - (xiv) Family pays all outstanding charges due the CHA. The resident's security deposit may be transferred to the new dwelling unit provided the CHA does not claim all or any part of the security deposit. The resident shall pay all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the CHA.
 - (xv) Family signs new lease.
- b. Only one offer of an apartment will be made to each resident being transferred within his or her own neighborhood. A resident being transferred outside his or her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person has requested a transfer for approved medical reasons declines the offer of such an apartment, the Housing Authority is not obligated to make any subsequent offers. The Housing Authority will notify the resident in such cases that the Housing Authority has discharged its obligations to the resident, that he remains in the apartment at his own risk, and that the Housing Authority assumes no liability for his condition.
- c. Any resident aggrieved by any action or inaction of the CHA relative to his/her transfer request may file a request for a hearing in accordance with the grievance procedure.

5. Right of Management to Make Exceptions

This policy is to be used as a guide to insure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.

ABANDONMENT OF A UNIT

The CHA may take possession of the dwelling after a resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling if the resident is absent from the dwelling for a period of fifteen (15) days, and the resident has not notified the CHA in writing in advance of an intended absence, or otherwise as provided in this Agreement. The following criteria will be used in determining if the unit has been abandoned:

- a. Some or all of utilities have been turned off;
- b. A dramatic reduction in utility/electric bills;
- c. Repeated inability to contact the resident;
- d. Incarceration or sentencing of the head of household for more than 30 days;
- e. No personal possessions remaining in the apartment.

The Housing Authority will post a ten (10) day notice at the abandoned unit. The ten (10) day notice shall inform the participant family of the Housing Authority's intention to terminate the lease and related actions. If the participant family does not respond to the notice within five days, the family's lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions. CHA may remove and dispose of any personal property, left in the resident's dwelling or elsewhere on the CHA's property in accordance with Georgia Statutes, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident's security deposit, unless in CHA's sole discretion, it is determined that documentable conditions existed which prevented the resident from occupying the dwelling.

COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY

1. Policy Statement

It is the policy of the Housing Authority to enhance and promote economic and social self-sufficiency. As such, the Housing Authority shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:

- Income mix (the CHA may establish and utilize income-mix criteria for the selection of residents.)
- Targeting (mandatory): Not less than 40% of dwelling units owned by the Housing Authority shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.
- Incentives to promote deconcentration of very low-income families. Describe incentives, if applicable.
- Cooperation Agreements for Economic Self-Sufficiency (mandatory): The Housing Authority shall enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements shall facilitate the administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist the Housing Authority or welfare or public assistance agency to carry out its functions. The Housing Authority shall also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by the Housing Authority, provide for services designed to meet the unique employment-related needs of residents, and provide for placement of work fare positions on-site.

2. Definition of “economic self-sufficiency program”: Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.

3. Community Service and Family Self-Sufficiency Requirement

As a condition of continued occupancy, excluding residents under paragraph 4 below, each adult resident of the Housing Authority shall:

- a. Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or,
- b. Participate in an economic self-sufficiency program for eight (8) hours per month.

4. Exemptions

Exemptions to paragraph 3 above shall be made for any individual who:

- a. Is 62 years of age or older;
- b. Is a blind or disabled individual defined under section 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual;
- c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on and after July 1, 1997)
- d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or,
- e. Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

5. Annual Determinations

For each public housing resident, the Housing Authority shall, thirty (30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

6. Noncompliance

If the Housing Authority determines that the resident subject to the requirement under paragraph 3 has not complied with the requirement, the Housing Authority shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.

The Housing Authority shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under paragraph 3 who has been determined to be not compliant with the requirements under paragraph 3, and has failed to attempt to cure the noncompliance.

7. Location of the community service or family self-sufficiency program

Adult residents subject to the requirement under paragraph 3 may participate in a community service or an economic self-sufficiency program at a location not owned by the Housing Authority.

The HA may provide a community service or an economic self-sufficiency program to meet the requirements of paragraph 3; however, the HA shall not substitute participation in community

service or an economic self-sufficiency program for work performed by an employee of the HA or supplant a job at any location at which community work requirements are fulfilled.

8. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 8.a and 8.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

CLAXTON HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part E

FRAUD

FRAUD

If the CHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the CHA will take action to determine whether there has been program abuse. Once the CHA determines that fraud has occurred and decides to terminate the lease due to fraud, the CHA will provide the family with a 30 day Notice to Evict. The CHA may require repayment by the family. Further, the CHA shall refer all fraud cases to the Regional Inspector General for Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.

The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease. The Housing Authority reserves the right to demand full payment within seven days.
5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the CHA to press state and Federal authorities for prosecution of cases which, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

CLAXTON HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part F
RENT POLICY

RENT POLICY

1. Minimum Rental Amount

The CHA has established a minimum Total Tenant payment of \$50 per month.

2. Rent Collection

- a. Rent is due on first (1st) calendar day of each month and is considered late if not paid by the tenth (10th) calendar day of each month.
- b. A late charge will be added to the monthly rental payment for any rent paid after the tenth (10th) calendar day of the month (regardless if the tenth (10th) day is a holiday, Saturday, or Sunday) in the amount of \$20.00.
- c. A 14-Day Notice of Termination will be served on the tenant on the eleventh (11th) day of the month if rent is not paid. If the total rental payment due is not paid within fourteen (14) days, the CHA will issue an unlawful detainer and file in the magistrate court for all monies due and for possession of the unit. Rent will be accepted up until the court date. Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction.
- d. If a family is served three (3) unlawful detainers within a twelve (12) month period, their lease shall be terminated for chronic rent delinquency.

3. Payments After the Delinquency Date

The family may enter into a written agreement with the CHA or court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges. Repayment agreements will not be entered into for delinquent rent. The option to enter into an agreement shall be solely at the discretion of the CHA. Any such agreement must provide for a quick payout of debt, not to exceed three (3) months for the total payment. Should the family fail to make payments in accordance with the terms of the agreement to repay, the CHA shall serve a notice to vacate to the family. Should the CHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.

4. Retroactive Rent Charges

Retroactive Rent Charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the tenant will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period upon approval of the Executive Director.

5. Vacated Tenants With Balances

Vacated tenants will have thirty (30) days from the date of the statement of Request for Refund to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

6. Terms and Conditions of Payment of Security Deposits

Prior to lease signing, the Housing Authority must receive full payment of the security deposit; however, the CHA Housing Manager retains the discretion to receive partial payment of the security deposit, with the balance due the following month. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at time of lease execution.

7. Terms and Conditions of Other Charges in Addition to Rent

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the charge. Such charges will be made based on actual cost of labor and materials.

In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear". Any remaining balance will be refunded to the resident under the following conditions:

- a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.
- b. The resident owes no other charges for excess utility consumption, late fees on rental payments, etc.
- c. The remaining balance will be paid within thirty (30) days of move-out.

8. Exemption for Hardship Circumstances

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- b. The family would be evicted as a result of the imposition of the minimum rent requirement;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;

- d. A death in the family has occurred.

If a resident requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

9. Family Choice of Rental Payment

The Housing Authority shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:

- a. Flat Rents/Ceiling Rents: The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by the Housing Authority; or,
- b. Income Based Rents: The monthly rental amount shall not exceed 30% of monthly adjusted income. Income Based Rents shall not be less than the minimum rental amount.

The term “adjusted income” means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions as follows:

- (i) \$400 for any elderly or disabled family;
- (ii) The amount by which 3% of the annual family income is exceeded by the sum of:
 - (a) Unreimbursed medical expenses for any elderly family or disabled family;
 - (b) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
- (iii) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;
- (iv) \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
- (v) Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made;

- (vi) Any payment made be a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:
 - (a) The amount that such family member has legal obligation to pay, or,
 - (b) \$550 for each individual for whom such payment is made.
- (vii) The amount of any earned income of a member of the family who is not:
 - (a) 18 years of age or older, and
 - (b) The head of the household (or the spouse of the head of the household).
- (viii) Other exclusions include:
 - (b) Earned income, which may include all earned income of the family; amount earned by particular members of the family; the amount earned by families having certain characteristics; the amount earned during certain periods or from certain sources.

10. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay rent in the amount equal to the Flat Rent/Ceiling Rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined because of financial hardship, including:

- a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,
- c. Such other situations as may be determined by the Housing Authority.

Families switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve (12) month period. Such rent switches are subject to interim reexamination provisions as detailed in this policy.

11. Encouragement of Self-Sufficiency

It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency. As such, the Housing Authority shall provide the following as incentives for employment and economic self-sufficiency:

- a. Disallowance of earned income from rent determinations (mandatory): When a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.
- b. Phase-in of rent increases (mandatory): Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12 month period.)

12. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

APPENDIX A
INCOME LIMITS

APPENDIX B
UTILITY ALLOWANCES

APPENDIX C

GRIEVANCE PROCEDURE

APPENDIX D

PET POLICY

APPENDIX E

ONE STRIKE AND YOU'RE OUT POLICY

APPENDIX F

FLAT RENTS

APPENDIX G

COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY

CLAXTON HOUSING AUTHORITY

DOMESTIC VIOLENCE POLICY

I. Background

The Violence Against Women and the Department of Justice Reauthorization Act of 2005 (VAWA) prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8 assisted housing if the grounds for eviction or removal of assistance is an instance of domestic violence, dating violence, or stalking. This policy is intended as a guide for the Housing Authority to use in day-to-day operations when working with tenants who are victims of domestic violence.

II. Admissions

The Housing Authority shall not deny admission to any applicant on basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

III. Termination

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of a lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Although screening and eviction policies allow the Housing Authority to evict households for criminal activity by a member of the family or a guest that threatens the health, safety, or right to peaceful enjoyment of other residents, the Housing Authority may exercise discretionary authority to remove tenants involved in perpetrating acts of domestic violence, dating violence, and stalking from the household while allowing the victim of such acts to remain in the unit.

The Housing Authority will, when notified, honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution of possession of property among the household members in cases where a family breaks up. Furthermore, the Housing Authority may still evict a Tenant for any violation of the lease not premised on the act or acts of violence in question against a Tenant or a member of the Tenant's household, provided that the Housing Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

The Housing Authority may terminate the tenancy of any Tenant if an actual and eminent threat to other tenants or those employed at or providing service to the property if that Tenant's tenancy is not terminated can be demonstrated.

This Policy does not supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

IV. Certification

The Housing Authority may request that an individual claiming protection under VAWA certify via an approved certification form that such individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. The certification shall include the name of the perpetrator. The individual shall provide such certification within fourteen (14) business days after the Housing Authority requests such certification.

If the individual does not provide the certification within fourteen (14) business days after the Housing Authority has requested such certification in writing, the Housing Authority may evict any tenant or lawful occupant that commits violations of the lease. The Housing Authority may extend the fourteen (14) day deadline at its discretion.

The certification requirement may be satisfied by providing the Housing Authority with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or by producing a Federal, State, tribal, territorial, or local police or court record.

The Housing Authority reserves the right to demand that an individual produce official documentation or physical proof of the individual status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits under VAWA. At the Housing Authority's discretion, it may provide for benefits to an individual based solely on the individual statement or other collaborating evidence.

V. Confidentiality

All information provided to the Housing Authority pursuant to VAWA, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, will be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or required for use in an eviction proceeding or otherwise required by applicable law.

VI. Definitions

For purposes of this policy, the following definitions apply:

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Stalking: To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person. The term "immediate family member" means, with respect to a person--

- (A) a spouse, (brother or sister, or child) of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

**DWELLING LEASE
THE CLAXTON HOUSING AUTHORITY
Sims and Ridge Streets
Claxton, Georgia 30417**

Project Number: _____ Unit Number: _____

1. IDENTIFICATION OF PARTIES AND DWELLING UNIT

(a) The Housing Authority of the City of Claxton (hereinafter called the "Claxton Housing Authority" or the "PHA") relying upon the statements and information given by: _____ (hereinafter called the "Tenant", and when "Tenant" is referred to as "he" it is used in the generic sense to include male/female, singular/plural as appropriate) concerning the household composition, employment, and income of all family members as reported in the Tenant's signed Application for Admission or Continued Occupancy, does hereby Lease to Tenant under the terms and conditions of this Lease, and the Tenant, agreeing to such terms and conditions, does hereby lease and take possession of the dwelling unit designated as _____, located in _____ consisting of _____ bedroom(s), designated by the PHA as a [] family unit, [] elderly unit, or [] handicapped unit.

(b) The Tenant shall have the right to the use and occupancy of the dwelling unit as a private residence. The Tenant agrees that the household members listed below are the only persons who are permitted to reside in the dwelling unit. Any additions to the household including live-in aides, foster children, or adults, but excluding live births, must have the advance written approval of the PHA. The phrase "Tenant" or "the Tenant" is intended to encompass the following persons, both jointly and individually, whenever the words are used in this Lease:

NAME	DATE OF BIRTH:	SOCIAL SECURITY #:	RELATION TO HEAD
1.			(Head Of Household)
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

(c) Guests of the Tenant may be accommodated for a period of fourteen (14) days within any twelve (12) consecutive month period. In the event the Tenant wishes to accommodate a guest for a period in excess of fourteen days, the Tenant must notify the PHA in writing, stating the reasons for such extended accommodations, in order to obtain the PHA's approval of such arrangements in advance. The decision of the PHA in this regard shall be final.

*Claxton Housing Authority
Dwelling Lease
January 2007*

(d) The Tenant shall immediately notify the PHA in writing whenever any member of the household that is authorized to reside in the dwelling unit is no longer residing in the dwelling unit. Failure to immediately notify the PHA in writing will result in the Tenant continuing to be held responsible for all actions of such persons, and any violations of this Lease by such persons shall be grounds for termination of this Lease and eviction of the Tenant from the dwelling.

(e) Failure to comply with the terms of this Section shall be considered a serious violation of the terms and conditions of this Lease.

2. TERMS AND AMOUNT DUE

(a) This Lease shall commence on the _____ of _____, _____. The rent for this initial period is \$_____ payable in advance on the first day of occupancy. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____. The rent for this unit is income based [], or is based on the flat rent for this unit [].

(b) The Tenant may change rent calculation methods at any recertification. Tenants that have chosen a flat rent may request a reexamination and change to the income based method at any time if the flat rent causes a financial hardship to the family.

(c) The term of this lease shall be one year and shall renew automatically for another year unless terminated as provided by this Lease.

(d) Rent is due and payable in advance, without notice, during office hours on the 1st working day of each month and is delinquent if not paid by the tenth (10th) calendar day of each month.

(e) Penalty for delinquent rent shall be \$20.00. A check returned for non-sufficient funds shall be considered non-payment and in addition to the late charge, a \$30 returned check fee will also be assessed.

(f) If the Tenant is paying the minimum rent, and circumstances change that create an inability to pay the rent, the Tenant may request suspension of the minimum rent due to hardship.

(g) The Executive Director or designee may terminate the Lease if the Tenant is delinquent in paying rent three (3) times within a twelve (12) month period.

3. SECURITY DEPOSIT

(a) New Tenants must pay a security deposit to the PHA at the time of admission. The fixed amount of the Security Deposit is \$100.00. The PHA may agree to accept the security deposit in more than one (1) payment, as long as at least one-third of the payment is received prior to move-in, and the security deposit is fully paid by the end of the second month of occupancy.

(b) The PHA will hold the security deposit for the period the Tenant occupies the dwelling unit. The PHA will not use the Security Deposit for payment of rent or other charges while the Tenant is in occupancy, but may apply it to rent and other charges remaining unpaid when the dwelling unit is vacated.

(c) At the time of move out, the Tenant must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition. All keys to the dwelling unit and picture Identification Cards, if applicable, must be returned to the Executive Director or designee upon vacating the dwelling unit.

(d) The PHA will refund to the Tenant the amount of the security deposit, plus interest accrued, if applicable in accordance with State law, less any amount needed to pay the cost of:

- (1) Unpaid Rent;
- (2) Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
- (3) Other unpaid charges under the Lease.

(e) If the Tenant disagrees with the amount charged to the security deposit, the PHA will offer to meet to discuss the charge(s).

(f) The PHA will refund the Security Deposit less any amounts owed, within thirty (30) days after move out and the Tenant's notification of their new address.

(g) The PHA acknowledges its compliance with the Georgia Code concerning Security Deposits.

4. UTILITIES

- (a) The PHA agrees to provide the tenant with a utility allowance based on the schedule of allowances posted in the PHA's management office. The current schedule in effect is attached to and made a part of this Lease.
- (b) The Tenant shall be responsible for paying any security deposits and utility bills to the appropriate provider. If at any time, the natural gas, electricity, or water supply has been disconnected due to Tenant's failure to make payments, the service shall be reconnected with 24 hours or the Tenant will face eviction.

5. ANNUAL REEXAMINATION

- (a) If the Tenant has chosen an income-based rent, then at least once annually, the Tenant is required to provide current and accurate information regarding income, assets, allowances, deductions, and family composition to enable the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit. The Tenant's failure to attend the annual recertification meeting or to furnish the requested information and certifications in a timely manner is grounds for termination of this Lease by the PHA.
- (b) If the Tenant has chosen a flat rent, then the PHA shall re-examine the Tenant's income, assets, allowances, deductions and family composition once every twelve (12) months.
- (c) If the PHA determines that the Tenant has gained admission or remained in occupancy of a PHA dwelling unit through the Tenant's misrepresentation of his or her income, assets, childcare responsibilities, or family composition, the PHA may terminate this Lease and collect any deficiencies in rent which result from such misrepresentations.

6. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY

- (a) All Tenants must report to the PHA changes in household circumstances when they occur between Annual Recertifications including when a member has been added to the family through birth, adoption, or court-awarded custody and when a household member is leaving or has left the unit. Tenants that pay an income-based rent may also choose to report changes in income and expenses at any time to the PHA. However, Tenant's rent, in these cases, shall not be reduced if the reduction in income is due to a reduction in welfare assistance benefits because of the Tenant's failure to comply with the program requirements or because of fraud.
- (b) The initial rental amount established by this lease and subsequent rental amount determinations for Tenants with income-based rents shall remain in effect for the period between annual redeterminations of rent unless during such period that the Tenant requests of redetermination of rent due to income changes; income was received that was not reported to the PHA; the rental amount was calculated for a temporary time period; or HUD regulations require such a redetermination.

RENT INCREASES shall be made effective the first day of the second month following the month in which the change actually **OCCURRED**. **No change in rent will be made until the Executive Director or designee receives the third party verification.**

RENT DECREASES shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by the Executive Director or designee.

It is the responsibility of the Tenant to report in writing all changes as outlined above by the 20th of each month. Income not reported by the 20th of the month will result in rent not being changed until the first of the following month provided third party verification has been received.

- (c) Tenants that choose an income based rent shall reimburse the PHA for the difference between the rent that was paid and the rent that should have been charged if proper notice of the income change had been given and the Tenant either did not submit information in a timely manner or submitted false information.
- (d) Regardless of whether a Tenant chooses in income based or flat rent, if the Executive Director or designee determines that the size of the dwelling unit is no longer appropriate to suit the Tenant's needs, the Tenant agrees to transfer to an appropriate size dwelling unit upon notice by the Executive Director or designee that such a dwelling unit is available.

(e) If the dwelling unit leased is a handicapped designated unit as checked in Section 1 (a), and the Tenant occupying the dwelling unit does not include a family member defined by HUD rules as handicapped or disabled, the Tenant agrees to transfer to a non-handicapped dwelling unit if and when the unit is needed by a Tenant with disabilities.

(f) If the Tenant does not agree with the transfer determination of the Executive Director or designee, the Tenant shall have the right to request a hearing under the PHA's Grievance Procedure.

7. RETRO REPAYMENT AGREEMENT

A Repayment Agreement is a contract entered into between the PHA and Tenant, when the Tenant owes money to the PHA. The maximum length of time that the PHA will enter into a repayment agreement with a Tenant is three (3) months. The minimum monthly amount of monthly payment for any repayment agreement is \$50.00. The PHA will not enter into more than one (1) Repayment Agreement at a time with the same family.

8. CHARGES OTHER THAN RENT

(a) Charges for other than rent shall be due and collectible by the tenth (10th) calendar day of the month following notification of the charge. A list of standard charges are posted in the PHA's management office and made a part of this Lease by reference.

(b) Failure to pay for charges other than rent when due shall be considered a serious violation of the terms and conditions of this Lease.

9. MANAGEMENT AGREES:

(a) To maintain the dwelling unit in a decent, safe and sanitary condition. The PHA assumes no liability for damages caused to the Tenant by criminal acts of a third party.

(b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

(c) To make necessary repairs to the dwelling unit.

(d) To keep the buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.

(e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA.

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by the Tenant in accordance with Section 14, hereof.

(g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

(h) To furnish a heater, cooking stove, refrigerator and water heater without additional charge.

(i) To notify the Tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a rent adjustment, a proposed Lease termination, transfer of the Tenant to another dwelling unit, or the imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure concerning a proposed adverse action, the notice of proposed adverse Action shall inform the Tenant of the right to request such a hearing. In the case of a Lease termination, a notice of Lease termination in accordance with Section 21 shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until the time for the Tenant to request a Grievance Hearing has expired or the Grievance process has been completed.

(j) To notify the U.S. Post Office that the Tenant has moved in the case of an eviction for illegal or drug-related activities.

10. OCCUPANCY OF THE DWELLING UNIT

- (a) The Tenant shall have the right to exclusive use and occupancy of the leased dwelling unit, which shall include reasonable accommodation of the Tenant's guest with the consent of the Executive Director or designee, and may include care of "foster children" and/or a "live-in aide" for a member of the Tenant's family. The Executive Director or designee shall use the procedures established in its Admission and Continued Occupancy Policy (ACOP) to make such determinations.
- (b) The Tenant agrees not to assign this Lease, nor to sublet, or transfer possession of the dwelling unit, or give accommodations to boarders or lodgers. The Tenant further agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the Tenant and the members of Tenant's household as identified in Section 1(b). With the written consent of the Executive Director or designee, members of the household may engage in legal profit making activities in the dwelling unit, where the PHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household, and where such activities do not violate other Tenant's right to peaceful enjoyment of their residence.
- (c) The Tenant agrees that all personal property placed in the dwelling unit or any other place adjacent thereto, shall be at the Tenant's sole risk, and the PHA shall not be liable to the Tenant or Tenant's family, employees, invitees, or licensees for any damage, loss, theft or destruction thereof unless caused by the negligence of the PHA. The Tenant is responsible for obtaining insurance on Tenant-owned furnishings and personal property if desired.
- (d) The Tenant agrees not to keep pets unless prior written approval is given by the Executive Director or designee in accordance with the PHA's Pet Policy, which is posted in the PHA's management office and is incorporated herein by reference. Tenants with a pet must pay a pet deposit.
- (e) The PHA's Pet Deposit is \$100.00. The PHA will refund the Pet Deposit to the Tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the dwelling unit. The PHA will refund the Pet Deposit to the former Tenant or to the person designated by the former Tenant in the event of the former Tenant's incapacitation or death. Violation of the pet policy is grounds for the removal of the pet, termination of tenancy, or both.
- (f) The Tenant agrees to notify the PHA if he/she is going to be absent from the dwelling unit for more than thirty (30) consecutive days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the Lease.
- (g) The Tenant agrees that any member of the household will be considered permanently absent if he/she is away from the dwelling unit for three (3) consecutive months except as otherwise approved by the Executive Director or designee.
- (h) The Tenant agrees that if the sole member is incarcerated for more than thirty (30) consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for three (3) consecutive months. The Executive Director or designee will determine if the reason for the incarceration is for drug-related or violent criminal activity before a letter of Lease termination is issued.
- (i) Guests who give the dwelling unit as their residence of record to governmental agencies, employers, creditors, financial institutions, or others, shall be considered unauthorized members of the household and the Tenant may receive a letter of termination as a result. For the purposes of this dwelling Lease, the term "guest" means a person in the leased unit with the consent of a household member not listed on the Lease as an authorized member.
- (j) The Tenant agrees to abide by other necessary and reasonable regulations, including house rules, as may be promulgated by the PHA for the benefit and well-being of the authority's properties and its other Tenants which shall be posted in the PHA's management office and are incorporated herein by reference.
- (k) Any violation of this section shall be considered a serious violation of the terms and conditions of the Lease.

11. ADDITIONS TO THE LEASE

- (a) Requests for the addition of a new member of the household must be approved by the Executive Director or designee prior to the actual move-in by the proposed new member.
- (b) Tenants who fail to notify the Executive Director or designee of additions to the household, or who permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction.

(c) Family members age eighteen (18) and over who move from the dwelling unit to establish new households shall be removed from the Lease. The Tenant must notify the Executive Director or designee in writing of the move-out within ten (10) days of its occurrence.

12. FIREARMS, KNIVES, CLUBS & OTHER WEAPONS

(a) Tenant and Tenant's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on the PHA's property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this Lease.

(b) Tenant and Tenant's guest further agree not to use or threaten to use, a knife, club or any other weapon against any person on PHA's property. The use of or the threat to use a knife, club, or any other weapon against any person on the PHA's property will be considered a serious violation of the terms and conditions of this Lease.

13. AUTOMOBILES AND OTHER MOTORIZED VEHICLES

(a) The Tenant agrees to park and cause the Tenant's guest to park, automobiles and other motorized vehicles in parking areas only. Tenant specifically agrees to refrain and cause Tenant's guest to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking such as playgrounds, or any other area other than appropriate streets and driveways. The PHA reserves the right to assign parking space(s) to the Tenant and Tenant agrees to park motor vehicles only in any such assigned space(s). Tenant agrees to pay for any damages to the dwelling unit caused by improper operation or parking of motorized vehicles.

(b) The Tenant and Tenant's guest's motorized vehicles properly parked on the PHA's property shall be in running condition and have fully inflated tires and current license plates.

(c) The Tenant agrees not to change the oil, wash the vehicle, or make major repairs to the vehicle while it is parked on the PHA's property.

(d) The Tenant agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition as outlined in Section 13 (b) above. The PHA will ticket such vehicle for at least twenty-four (24) hours prior to towing.

(e) Repeated violations of this section constitute good cause for the Executive Director or designee to terminate this Lease.

14. SANITATION, CLEANLINESS, HEALTH AND SAFETY

(a) Tenant agrees to comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.

(b) Tenant agrees to abide by the Georgia Sanitation Code posted in the PHA's management office and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Tenant also agrees to keep the dwelling unit and all other areas assigned to Tenant for his exclusive use free of litter and debris and in a clean and safe condition at all times. Tenant also agrees to cooperate with other Tenants in keeping their common areas free of litter and debris and in a clean and safe condition at all times. Repeated violation of this paragraph constitutes good cause for the Executive Director or designee to terminate this Lease.

(c) Tenant agrees to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.

(d) Tenant agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, or on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Tenant or his guest will be considered a serious violation of the terms and conditions of this Lease.

(e) Tenant agrees to immediately and personally report to the PHA all unsafe, conditions which are known to, or observed by the Tenant, either in common areas of the Public Housing property or in the dwelling unit leased by the Tenant.

15. CODE OF CONDUCT

- (a) Tenant agrees to conduct himself and cause others who are in the dwelling unit with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.
- (b) Tenant agrees not to allow any person or guest in the dwelling unit or on the premises leased by the Tenant to partake in any illegal activity.
- (c) Tenant agrees to report to local officials, and then to the PHA, all illegal activity or activities known to or observed by Tenant occurring in the common areas of the Public Housing premises or his dwelling unit, or in any other dwelling unit of the PHA's property, as soon as the Tenant becomes aware of such activity.
- (d) Tenant agrees not to use loud, profane, abusive or threatening language when speaking to, or in the presence of, Housing Authority staff.
- (e) Tenant agrees not to allow any individual that has been barred or banned from the PHA's property to be on any property for which the Tenant has responsibility.

16. REPAIR AND UPKEEP OF THE PREMISES

- (a) Tenant agrees not to make repairs or alterations to the dwelling unit, nor to install any major appliance such as air conditioner(s), washing machine(s), clothes dryer(s), television antenna, etc., without prior written consent of the PHA. The Tenant further agrees to notify Maintenance promptly when any repairs to the dwelling unit or equipment therein are necessary. Pending completion of such repairs, the Tenant will not use nor permit the use of the damaged area or equipment in any way that will increase the damages or endanger any person or property. Tenant further agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances, including elevators.
- (b) Tenant agrees to refrain from and to cause Tenant's guest to refrain from destroying, defacing, damaging, or removing any part of the PHA's property. The Tenant also agrees not to use tacks, nails, screws, or fasteners on any part of the dwelling unit except in a manner prescribed by the PHA. Tenant agrees not to apply any kind of wall covering, or floor covering without prior written permission of the Executive Director or designee. Tenant agrees not to build fences or place locks on doors or windows without prior written permission by PHA. Tenant further agrees not to cut or abuse trees or shrubbery nor allow their children or guest to do so. Tenant agrees to pay reasonable charges (other than for normal wear and tear) or repairs of damage to the dwelling unit caused by the Tenant or Tenant's guest in accordance with the Schedule of Charges posted in the PHA's management office and incorporated herein by reference.
- (c) All charges made under this section shall be due and payable according to the guidelines stipulated in Section 8 above. Repeated violations of this section shall constitute good cause for the PHA to terminate this lease.

17. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

The Tenant shall immediately notify the PHA of all damages to the apartment. Maintenance shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of the Tenant. Maintenance shall be responsible for repair of the premises within a reasonable time. If the damage was caused by the Tenant or the Tenant's guest, the reasonable cost of repairs shall be paid by the Tenant. If the damages are covered by the Housing Authority's insurance, an amount not to exceed the deductible of that insurance, will be assessed to the Tenant. The PHA agrees to offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by the PHA. No abatement of rent shall occur if Tenant rejects the alternative accommodations or if the damage is caused by Tenant or Tenant's guests.

18. INSPECTIONS, RIGHT OF ENTRY, AND REPAIRS

- (a) The Tenant agrees to permit the agents or employees of the PHA to enter the dwelling unit during reasonable hours for the purpose of making inspections or repairs or for showing the dwelling unit for re-leasing. Except for

cases of emergency, responding to Tenant's request for certain services, or repairs which require entry to the dwelling unit, the PHA will give the Tenant at least two (2) days prior notice of entering the dwelling unit.

(b) If all adults included as Tenants herein are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement, specifying the date, time and purposes of entry, prior to leaving the dwelling unit.

(c) The PHA and the Tenant or a Tenant's representative shall inspect the dwelling unit and the equipment prior to commencement of occupancy by the Tenant. The PHA will furnish the Tenant with a written statement of the condition of the dwelling unit, and the equipment provided with the dwelling unit. This statement shall be signed by Maintenance and the Tenant, and a copy of the statement shall be retained in the Tenant's file.

(d) At the time a Tenant vacates, the PHA shall inspect the dwelling unit and furnish the Tenant a written statement of charges, if any, for which the Tenant is responsible. Tenant or a Tenant's representative may join in such inspection unless Tenant vacates without notice to the PHA.

19. LEGAL NOTICE

Any written notices as required or permitted hereunder will be sufficient if delivered to the Tenant personally or to any adult member of his family residing in the dwelling unit, or if sent by U.S. mail, addressed to the Tenant, postage prepaid. Notices to the PHA shall be in writing and delivered to the Management office or sent by first class mail, postage prepaid, properly addressed. If the Tenant is visually impaired, any legal notices will be delivered in an accessible format.

20. ACCOMMODATION OF PERSONS WITH DISABILITIES

For all aspects of the Lease and Grievance Procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a person without a disability. The PHA shall provide a notice to each that the Tenant may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodations so that the Tenant can meet Lease requirements or other requirements of tenancy.

21. TERMINATION OF THE LEASE

The PHA shall not terminate or refuse to renew the Lease other than for a serious violation or repeated violations of the terms and conditions of the Lease such as, but not limited to:

(a) Nonpayment of rent or other charges due under the Lease or repeated chronic late payments of rent (three times in a twelve month period);

(b) Failure to provide timely and accurate statements of income, assets, expenses and family composition, to attend schedule reexaminations and to cooperate in the verification process;

(c) Furnishing false or misleading information;

(d) Failure to abide by necessary and reasonable rules, building and housing codes;

(e) Acts of destruction, defacement or removal by Tenant or guests;

(f) Criminal Activity. The PHA has a One Strike or "Zero Tolerance" policy with respect to violations of the Lease terms regarding criminal activity. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease and eviction from the dwelling unit, even in the absence of an arrest or conviction:

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other Tenants; or

(2) Any drug-related criminal activity on or off such premises.

The "One Strike and You're Out" Policy applies to all residents of the PHA. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sale, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE

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LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.

- (g) Alcohol Abuse. Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for termination of the Lease if the PHA determines such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other Tenants;
- (h) Failure to perform required community service or to be exempted therefrom;
- (i) Failure to allow inspection of the unit;
- (j) Determination that a family member knowingly permitted an ineligible noncitizen not listed on the lease to permanently reside in the unit;
- (k) Determination or discovery that a resident is a registered sex offender; or
- (l) Any other good cause.

22. NOTICE OF LEASE TERMINATION

- (a) The PHA may terminate this Lease by giving the Tenant advance written Notice of Termination of the Lease of:
 - (1) **Fourteen (14) days in the case of failure to pay rent.**
 - (2) **A reasonable time, not to exceed thirty (30) days, commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or PHA employees.**
 - (3) **Fifteen (15) days in any drug-related case.**
 - (4) **Thirty (30) days in all other cases.**
- (b) The Notice of Lease Termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of his or her right to make such reply as the Tenant may wish.
- (c) The demand notice as required by the laws of the State of Georgia will be combined with and run concurrently with the notice of Lease termination.
- (d) When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure for a Grievance concerning the Lease termination, the tenancy will not terminate until the time for the Tenant to request a Grievance Hearing has expired, and the Grievance process has been completed.
- (e) **When the PHA is not required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure for a Grievance concerning the Lease termination, the Notice of Lease Termination shall:**
 - (1) **State that the Tenant is not entitled to a Grievance Hearing on the termination.**
 - (2) **Specify the judicial eviction procedure to be used by the PHA for eviction of the Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a Hearing in court that contains the basic elements of due process as defined in HUD regulations.**
 - (3) **State whether the eviction is for a criminal activity as in Section 15 (e) of this Lease or for a drug-related criminal activity, also described in Section 15 (e) of this Lease.**
- (f) This Lease may be terminated by the Tenant at any time by giving **fifteen (15) days written Notice** in the manner specified in Section 21. The Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Executive Director or designee upon vacating.

23. BIFURCATION OF LEASE

The PHA may bifurcate this lease to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, or terminating assistance to or otherwise penalizing the victim of the violence who is also a lawful tenant or occupant.

24. ABANDONMENT OF DWELLING UNIT AND PROPERTY

In the event the Tenant removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the PHA, be considered abandoned. In such event, the PHA shall have the right, provided five (5) days written notice is mailed to the Tenant's last known address, to store or otherwise dispose of any property left on or about the dwelling unit

*Claxton Housing Authority
Dwelling Lease
January 2007*

by the Tenant following or pursuant to such abandonment. The PHA shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this Lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered to be abandoned.

25. HOLDING OVER

The Tenant shall promptly vacate the dwelling unit and remove all of Tenant's goods and property therefrom after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by the Tenant after the expiration of this Lease without the express consent of the PHA shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of this Lease by operation of law.

26. ALTERNATIVE HOUSING ACCOMMODATIONS

The Tenant agrees not to have alternative housing or reside out of the dwelling unit for more than thirty (30) days unless prior written approval is received from the Executive Director or designee. If the Tenant resides out of the dwelling unit for more than thirty (30) days, the PHA will assume the dwelling unit to be abandoned and take possession in accordance with Section 22.

27. GRIEVANCE PROCEDURES

All disputes concerning the obligations of the Tenant or the PHA, exclusive of those under Section 21(f), arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the PHA which is in effect at the time such Grievance or appeal arises, which procedure is posted in the PHA office and incorporated herein by reference.

28. CHANGES TO LEASE

This Lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between PHA and the Tenant. Any modification of the Lease will be accomplished by a written rider to the Lease executed by both parties except for Section 6 and any reference to posting of policy, rules and regulations.

29. COURT COSTS AND ATTORNEY FEES

If it becomes necessary for the PHA to employ an attorney and bring court proceedings against the Tenant to collect any rent and other charges agreed to be paid, or to enforce the provision of this Lease, or to evict the Tenant from the dwelling unit, and if judgment is entered against the Tenant in favor of the PHA in such proceedings, the Tenant may be obliged to pay all court costs and reasonable attorney's fees. If judgment is entered against the PHA in favor of the Tenant in such proceedings, the PHA may be obliged to pay all court costs and reasonable attorney's fees.

30. UNENFORCEABLE LEASE PROVISIONS

The provisions of this Lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in this Lease, be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day
of _____, _____, at Claxton, Georgia.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT, WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE CLAXTON HOUSING AUTHORITY WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER GEORGIA LAW AND MAY BE PUNISHABLE WITH FINE OF UP TO \$10,000.00 AND/OR A PRISON TERM UP TO FIVE (5) YEARS.

Tenant

Tenant

Tenant

Claxton Housing Authority

Authorized Representative

CLAXTON HOUSING AUTHORITY

PERSONNEL POLICY

JANUARY 2007

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1.0 INTRODUCTION

Welcome to the Claxton Housing Authority

The Claxton Housing Authority recognizes the need for outstanding employees, and we work hard to ensure that all staff members have the tools they need to become successful. To ensure continued success, it is important that each PHA employee understands the policies and procedures that have been adopted by the Authority.

This handbook is designed to provide an overview of the personnel policies, practices and procedures of the Claxton Housing Authority (herein referred to as the Authority, the CHA or the PHA) and are, therefore, not necessarily all inclusive. These policies supersede any and all previous stated policies, practices and procedures covering the same or similar subjects and/or matters.

Policies set forth in this handbook are not intended to create a contract, nor do they constitute contractual obligations of any kind of a contract of employment between the Authority and any of its employees. The Authority reserves the right to revise, supplement, or rescind any policies or portions of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Furthermore, employment and compensation are for no fixed term and may be terminated, with or without cause or notice, at any time at the option of the Authority or the employee. No person other than the Executive Director, with the approval of the Board of Commissioners, has authority to enter into any written or oral agreement contrary to the foregoing.

There shall be no discrimination against employees in employment on account of race, religious belief, national origin, sex, age, family status or disability. Employment decisions will be based on job-related knowledge, skills, abilities, attendance records, safety records, education, experience and prior demonstrated performance, aptitude, adaptability, and the Authority's needs to fulfill its mission.

The Authority will make reasonable accommodations for qualified individuals with known disabilities provided that with or without such accommodations, said individuals can perform the essential functions of the job, or unless such accommodations will result in an undue hardship to the Authority. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

It is the responsibility of each employee to read, understand and comply with this handbook. If an employee has questions regarding any of the statements herein, the employee should contact his or her supervisor for clarification.

2.0 YOUR CONTRIBUTION IS IMPORTANT

2.1 Open Door Policy

Employees are encouraged to share concerns, seek information, provide input, and resolve problems within their department. When appropriate, employees should consult with any member of management toward those ends. Supervisors are expected to listen to employee concerns, to encourage their input, and to seek resolution to any work-related problems.

2.2 Suggestions

The Claxton Housing Authority encourages employees to make constructive suggestions for the improvement of our operations. Most helpful are those ideas that could assist in solving problems, improving performance, or making the Authority a better place to work. Examples include:

- a) More efficient ways to do a job or reduce costs;
- b) Improvements in the quality of work or customer service;
- c) Better methods to provide services;
- d) More efficient ways to utilize space;
- e) New sources for obtaining parts, supplies, or materials;
- f) Ideas for improving attendance and punctuality;
- g) Methods of making work areas safer, cleaner, or more comfortable;
- h) Better ways to safeguard Authority and employee property; and/or
- i) Revisions or improvements to Authority policies or procedures.

2.3 Orientation

New employees shall report to the Executive Director or designee before starting work to allow for completion of necessary forms and to begin the orientation process. At that time, each new employee shall be presented with a copy of the Personnel Policy, information on fringe benefits, and a job description. It is the responsibility of each employee to become acquainted with the policies, procedures, and rules of the Housing Authority.

3.0 ETHICAL STANDARDS AND PERSONAL CONDUCT

3.1 General Policy

The Claxton Housing Authority is in an important position of trust with residents, HUD, and the community at large. For this reason, employees must conduct their business with integrity and fairness and uphold the highest level of ethical standards in every activity. If there is ever any doubt whether an activity meets the ethical standards of this Authority or compromises its reputation, the problem should be discussed with the employee's next level supervisor.

3.2 General Guidelines

- a) Employees of the PHA are prohibited from engaging in activities that might have an unfavorable effect upon PHA services and programs. Employees must avoid any action that might result in or create the impression of using employment with the PHA for private gain, giving preferential treatment, etc.
- b) Employees should represent the PHA at their best at all times. The impression an outside individual has of the PHA is greatly determined by the actions of its personnel. Individuals should take pride in their personal appearance. Punctuality, willingness to be of service, good taste, courtesy and excellent client service will be observed at all times.
- c) Personnel should keep PHA business out of social conversations. The confidential affairs of the PHA are not proper subjects for public conversation or discussion.
- d) Employees shall uphold and support duly adopted policies and procedures of the PHA.

3.3 Workplace Harassment

It is illegal to harass others on the basis of their sex, age, race, color, national origin, religion, marital status, citizenship, disability and other personal characteristics. Harassment includes, but is not limited to, making offensive or derogatory remarks, "jokes", and other verbal, physical and visually offensive behavior.

The harassment of another employee will lead to disciplinary action, up to and including immediate termination, in cases of gross misconduct.

Any employee who believes he/she has been harassed should speak first with his or her supervisor, or if speaking to the supervisor is not feasible under the circumstances, to the next level supervisor, and the Executive Director if necessary, in an attempt to reach a resolution. It is the supervisor's duty to listen to such complaints and to refer them to the appropriate authority. Any reports of harassment must be immediately reported by supervisors to the Executive Director.

3.3.1 Sexual Harassment

Sexual harassment is also prohibited. Sexual harassment is defined as: 1) threats or insinuation to an employee, either explicitly or implicitly, that the employee's refusal to submit to sexual advances will adversely affect his or her employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development; 2) intimidation, ridicule, or insult of an employee that is sufficiently severe or pervasive as to alter the conditions of the employee's employment by creating an abusive work environment.

Each supervisor has a responsibility to take all steps possible to maintain the work place free of any form of sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's condition of employment as outlined in the preceding paragraph.

Examples of sexual harassment include, but are not limited to:

- a) Sexual flirtations, touching, advances, or propositions; repeated requests for dates;
- b) Verbal abuse of a sexual nature; dirty jokes;
- c) Graphic or suggestive comments about an individual's dress or body; and
- d) Display in the work place of sexually suggestive objects or pictures, including nude photographs.

3.4 Conflict of Interest

Employees have an obligation to conduct business in such a way that prohibits actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Housing Authority's business dealings. Personal gain could result not only when an employee or relative has a significant ownership in a firm with which the Housing Authority does business, but also when an employee or relative receives any kickback, bribes, substantial gifts, or special consideration as a result of business dealings involving the Housing Authority. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If an employee has influence on PHA transactions involving purchases, contracts, or leases, and if a situation arises in which there is a conflict of interest, or where one could be construed, it is imperative that he or she disclose this information to an officer of the Housing Authority. Failure to disclose could result in termination, fines and/or other legal remedies.

3.5 Confidentiality

The Authority has certain information about residents that is unique to the Housing Authority. Keeping such records private is a requirement of the Federal Privacy Act. Any employee who divulges confidential information may be terminated and may also be subject to certain federal fines or imprisonment.

The materials, products, designs, plans, ideas, and data of the Housing Authority are the property of the Authority and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including termination of employment.

3.6 Telephone Use

Telephones are a vital part of our business since much of our business is handled on the telephone. Personal use of the telephone should be limited to emergencies and unusual circumstances. Also, personal calls should be brief. Personal long distance calls not billed to the employee may not be made. Failure to adhere to this policy shall subject the employee to the appropriate disciplinary actions.

3.7 Computer and E-Mail Usage

- a) Computers, computer files, the E-mail system, and software furnished to employees are PHA property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization unless required by business necessity.
- b) The PHA prohibits the use of computers and the E-mail system in ways that are disruptive, offensive to others, or harmful to morale which includes but is not limited to: sexually explicit images, messages, cartoons, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.
- c) E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.
- d) PHA purchased software is for business use and prohibits the illegal duplication of software and its related documentation.
- e) Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

3.8 Gifts and Gratuities

All employees are strictly forbidden to accept gifts, gratuities, or courtesies from any person or organization that may seek to use the relationship for securing favorable considerations. Employees may not accept anything (including lunches, sports tickets, receptions, gifts, etc.) from any current, past or future vendor, business firm, landlord, engineer, architect, banker, etc. Any unsolicited gifts received from vendors during the holidays or other times of the year, must be immediately turned over to the Executive Director (or

designee) who will donate the gifts to charity.

3.9 Political Activity

In accordance with the provisions of the "Hatch Act", 5 USCS Chapter 15, 5 CFR Part 151, employees shall not take an active part in politics or political campaigns during work hours as defined in the Act.

More specifically, no employee shall engage in personal political activity during work hours; be required to, solicit for, or act as a custodian of funds for political partisan purpose; coerce or compel contributions by another employee of the Housing Authority for political purposes; or use any Authority supplies, materials, or equipment for political purposes. Employees do, however, have the right to join or affiliate with organizations of a political or partisan nature outside of work.

3.10 Solicitation and Distribution

Employees must not solicit other employees for any purpose during working hours. Employees are not permitted to distribute literature of any kind on Authority property. People who do not work for the Authority or are not approved vendors, are prohibited from distributing literature of any kind, or soliciting employees for any purpose at any time on Authority property.

3.11 Resident Property

Employees are prohibited from taking possession of any items of personal property remaining in a unit vacated by a resident. Employees are also prohibited from taking possession of any personal property items left on the public housing premises as a result of an eviction of a resident from a public housing unit. Such personal property items must be properly disposed of or donated to charitable organizations.

4.0 ADMINISTRATIVE POLICIES

4.1 Equal Employment Opportunity

The Authority maintains a policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote, and compensate employees on the basis of personal competence and potential for advancement without regard for race, creed, color, religion, sex, national origin, age, marital status, disability, citizenship, or political affiliation, as well as other classifications protected by applicable state and/or local laws.

4.2 The Americans with Disabilities Act

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990. In accordance with the Act, the Housing Authority shall hire, promote, train, and compensate employees based on personal competence and potential for advancement. The Act prohibits discrimination against "qualified individuals with disabilities."

The Housing Authority shall not discriminate against people with disabilities in regard to any employment practices, terms, conditions, or privileges of employment. All aspects of the employment process are covered by the Act, including:

- Application
- Testing
- Hiring
- Assignments
- Evaluation
- Disciplinary Actions
- Training
- Promotion
- Medical Examination
- Layoff
- Termination
- Compensation
- Leave
- Benefits

The Authority shall provide reasonable accommodations that will permit disabled persons to work and advance in careers. Further, any contracts or business arrangements that discriminate against the disabled are prohibited.

4.3 Employment-at-Will

It is the Housing Authority's intent to retain good employees. However, employment at the Housing Authority is for no specified time, regardless of length of service. Just as employees are free to leave for any reason, the Authority reserves the right to end employment relationships at any time, with or without notice, for any reason(s) not prohibited by law. All employees are "at-will employees", and this handbook is not to be construed as a contract of employment.

4.4 INS Compliance

As required by the Immigration Reform and Control Act of 1986, all employees hired after November 6, 1986, will provide the necessary documentation to verify employment eligibility. Eligibility forms shall be completed at the time of hire. The Statement for Employment Application shall be given to all applicants for positions with the Authority.

4.5 Employment Categories

It is the intent of the Housing Authority to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified time period.

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of the Fair Labor Standards Act (FLSA). EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

Initial Evaluation

Period: An employee hired to fill a full-time regular position of 40 hours a week will be on an initial evaluation period of ninety (90) days during which time s/he will be evaluated for regular employment.

Regular: An employee who satisfactorily passes the initial evaluation period becomes a “regular” employee. Regular employees are entitled to all benefits and rights outlined in the Personnel Policy.

Temporary: Temporary employee positions will be created at the convenience of the Authority to complete a special project or to handle a short-term increase in the work load. The work week for a temporary employee will generally consist of 40 hours. While legally mandated benefits such as workers' compensation and Social Security apply, sick leave and fringe benefits do not apply unless the position is created to last longer than 12 months. If the temporary position lasts more than 12 months, then all benefits will apply. Positions funded through grant programs such as the Public Housing Drug Elimination Program and the Comprehensive Grant Program are considered temporary positions. The fringe benefits and term of employment associated with grant funded positions vary from the normal policies outlined herein for other non-grant funded temporary positions.

Part-Time: Employees may be appointed on a part-time basis to work less than the normal prescribed work week, on a regular basis.

Emergency: An emergency appointment is one in which a qualified person is retained in order to alleviate a business hardship for a period not to exceed ninety (90) days.

Bred-in Service: When an employee holds a temporary appointment and is subsequently hired in a permanent position, the time worked as temporary employee will be converted to time served in terms of the initial evaluation period.

Contracted Persons: Individuals with which the authority contracts are considered to be independent contractors. The leave and fringe benefit portions of this policy do not apply. Other portions of this handbook may be used as a guide in dealing with contracted persons, however.

All persons employed shall be advised of position, employment status/category, and benefits at the time of hire.

4.6 Organization and Authority

The Executive Director or designee shall prepare an organizational chart showing lines of authority and decision making responsibility. All employees shall be informed of the requirements of their job, and shall be given a job description when employment begins. Job descriptions shall be reviewed and updated as needed.

4.7 Policy Administration

The Executive Director shall have primary responsibility for enforcing the provisions and purposes of this Personnel Policy. Each employee is individually responsible for following all Personnel Policy provisions and procedures. Amendment of any provisions of this policy shall be made upon Resolution of the Board of Commissioners.

A master copy of the Personnel Policy will be kept in the Executive Director's office. In the event of a discrepancy between any copies, the master copy will be considered the correct copy.

4.8 Recruitment and Selection

4.8.1 Vacant Positions

Supervisors shall be responsible for notifying the Executive Director or designee of vacant, or soon to be vacant authorized positions in their department. The Executive Director or designee shall review the information and determine whether the vacancy should be filled.

4.8.2 Recruitment for Vacant Positions

All full-time vacancies shall be posted at the Housing Authority. In addition, the Executive Director will advertise as necessary in order to obtain well-qualified candidates for all positions. Announcements will specify the title of the vacant position, any minimum qualification requirements, the manner of making an application, the final date on which applications shall be received, if necessary, and other pertinent information. The Housing Authority will make an effort to publicize vacancies so that all interested persons are informed and qualified persons are attracted to compete.

4.8.3 Application Forms

Applications shall be made on Housing Authority application forms as directed in the position announcement. Such application forms shall include information covering education, training, experience, and other pertinent factors. Resumes may be accepted during the job posting period, but the Housing Authority application form must be completed prior to an offer of employment.

4.8.4 Pre-Employment Physical Examination

The Housing Authority may not conduct or seek to make an inquiry as to whether an applicant has a disability, or of the nature or severity of the disability. The Housing Authority may require applicants for employment to take a pre-employment physical examination, provided that all entering employees in the job classification must take such an examination regardless of whether or not they have a disability. The scope of the medical examination should be limited to the physical requirements of the position. All information obtained with respect to pre-employment physical examinations shall be kept confidential.

4.8.5 Disqualification

The Executive Director or a designated employee may remove from further consideration the application of an applicant who:

- a) Does not meet the minimum qualifications established for the position.
- b) Has a disability that would prevent satisfactory performance of the essential functions of the job and could not be handled through reasonable accommodation.
- c) Has made false statements of material fact, or practiced deception in the application.
- d) Is addicted to the habitual use of drugs or intoxicating liquors.
- e) Has an unsatisfactory employment record of such a nature as to demonstrate unsuitability for employment.
- f) Has failed to submit an application within the prescribed time limit.
- g) Has been convicted of serious criminal conduct.

4.8.6 Selection

The Executive Director or designee shall review all applications for employment to determine whether the applicant meets the established standards for employment. Such additional information may be required as is necessary to make determinations, i.e. credit reports, police records, etc. When appropriate, examinations may be used which may be written, oral, physical, or a combination of these. Such tests shall be practical in character and shall relate to the essential duties and the responsibilities of the position for which the applicant is being examined. The Executive Director may consult with the appropriate supervisor of the vacant position prior to the final selection.

All positions shall be filled on the basis of qualifications, competency, and related work experience.

In the case of current employees seeking to be promoted or transferred, past performance and such other factors as attendance, punctuality, work initiative, efficiency, and seniority shall be taken into consideration.

4.8.7 Appointment

When an applicant is selected, the Executive Director or designee shall authorize an offer of employment.

4.8.8 Emergency Appointment

When an emergency involving the serious impairment of the business makes it impossible to quickly fill a vacant position through the normal procedures, the Executive Director or his/her designee may appoint a qualified person on a temporary basis in order to prevent business from stopping or slowing. Such an appointment shall be for a period not to exceed ninety (90) days, during which time the normal selection procedures would be followed in order to fill the position permanently.

4.8.9 New Position

The Executive Director or designee shall assign new positions to an appropriate salary and grade level. The salary grade range for the position shall be determined through local comparability in accordance with the applicable HUD regulations.

4.8.10 Dismissal

During the initial evaluation period, an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his continuance in service may be removed. Employees serving their initial evaluation period do not have appeal rights unless there is alleged discrimination because of race, creed, color, religion, sex, national origin, age over 40, marital status, disability, citizenship, or political affiliation.

4.9 Initial Evaluation Period

Full-time employees, newly hired, are subject to a ninety (90) day evaluation or introductory period to verify skills, capabilities and suitability for the Authority. Likewise, this gives new employees the opportunity to evaluate the Housing Authority as a place to work.

The designation of this time frame does not constitute an obligation on the part of the Authority to retain the employee until the end of the period specified. During this time, or at any time during employment, either the Housing Authority or the employee may terminate the working relationship without cause and without advance notice. At the end of 90 days, the Executive Director may extend the initial evaluation period for an additional time at his or her discretion.

Full-time employees may accrue vacation and sick leave and may avail themselves of other benefits provided by the authority from the initial date of employment.

4.10 Salary Administration Principles

It is the policy of the Authority to administer salaries in accordance with the following principles:

- a) Employees shall be compensated through the use of a grade and step salary plan for both administrative and maintenance employees.
- b) The salary for all jobs shall fall on the grade and step system at all times.
- c) The grade and step system shall be approved by the Board of Commissioners and incorporated by reference into the policy.
- d) Increases shall not be based on race, color, creed, sex, national origin, disability, age, or any factor other than economic conditions, longevity or job performance.
- e) Promotions will be based on job performance and merit as determined by employee evaluation. Seniority or length of service is to be regarded as a factor only when all other factors are equal.
- f) In so far as possible, salaries and related benefits will be based on comparability, as documented by comparability studies conducted in accordance with HUD Guidelines.

A full comparability survey should be done at a minimum of every five years by the Executive Director, or designee, with or without assistance from qualified public or private agencies. During years in which comparability surveys are not completed, any annual percentage increases in salaries will be determined by limited surveys of local practice and the Authority's budget condition.

In addition to a general re-evaluation of all positions during major comparability studies, there are other circumstances which may require position re-evaluation for pay purposes such as:

- a) When a new position is created.
- b) When a position outside the system is included for the first time.
- c) When examination of the job description for a position indicates that the duties have changed sufficiently to warrant a re-evaluation.

Exceptions to the pay plan *may* include the following:

- a) Personnel funded through grants that require their salaries be set for a specific period of time, or which have other technical requirements that demand exception to the system.
- b) Hourly maintenance workers whose wages are subject to regulations by the Department of Housing and Urban Development.
- c) Participants in special employment programs such as college cooperatives and internships, subsidized training programs, etc.
- d) Employees who were paid more than the maximum of the grade and step plan when it was established. These employees shall have their salaries frozen or specially set by the Board of Commissioners.

4.11 Pro-ration of Expenses

PHA expenses for personnel related items shall be charged to individual programs or developments on the same basis as is used to distribute compensation from other programs unless another formula, approved by HUD, proves to be more equitable.

4.12 Employee Performance Appraisals

The Authority requires an evaluation of each employee's performance on an annual basis. In addition, each new employee must be evaluated upon completion of the initial evaluation period for the purpose of determining if the employee should be recommended for regular status. Merit raises shall be issued based on the result of the annual performance evaluations.

The administrative office shall maintain evaluation forms. All evaluations shall be in writing and provide a section for employees to respond. The review will cover the employee's: 1) ability to carry out the duties prescribed by individual job descriptions, 2) performance of critical elements of the job, and 3) departmental performance. Supervisors will assist employees who are lacking required skills in improving job performance.

All evaluations shall be kept confidential and placed in the employee's personnel file.

4.13 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects

In accordance with Section 3 of the Housing and Community Development Act of 1968, as amended, it is the policy of the Housing Authority to provide 1) for opportunities for training and employment of lower income residents of the developments, and 2) for contracts for work in connection with the developments to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area in which the development is located.

5.0 COMPENSATION POLICIES

5.1 Pay Period

Employees of the Housing Authority shall be paid twice a month. Each pay period consists of 10 working days. When a pay day falls on a holiday, paychecks will be distributed on the last working day prior to the holiday.

5.2 Work Schedule

The standard work week for all employees is five days. Administrative and maintenance employees work from 7:00 a.m. to 5:00 p.m. with one (1) hour for lunch. The Executive Director may designate a different work schedule based on the needs of the Authority. Flex-time may be granted at the discretion of the Executive Director.

Employees shall remain in the work area during normal working hours. Employees who leave the work area for Authority non-business purposes must do so with the consent of supervisory personnel.

5.3 Payroll Deductions

Earnings and payroll deductions are shown on a voucher with employee checks. Deductions required or requested are as follows:

Required by
Federal & State

Authorized by
Employee

Federal Income Tax
State Income Tax
Social Security Tax
Medicare Tax
Garnishments/Wage Attachments

Medical Insurance
Life Insurance
Retirement Plan
Charitable Contributions
Any Other Authorized Deductions

5.4 Overtime/Compensatory Time

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work in excess of their normal schedule. It is the Authority's intention to minimize such occurrence and ensure that overtime work is scheduled and paid in accordance with the Authority's policy and applicable State and Federal laws. The Authority is subject to all regulations of the Fair Labor Standards Act (FLSA). When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

Non-Exempt Employees

Non-exempt employees who work in excess of 40 hours in a work week will be paid over-time at a rate of one and one-half times the employee's regular pay. For purposes of determining overtime compensation, pay for vacation time, sick leave, holidays, etc., is not pay for time worked and is therefore not considered as hours worked for purpose of overtime computations. Non-scheduled hours of work which fall within the same week of vacation or leave time will not qualify for overtime. Non-exempt maintenance employees may not receive compensatory time off in lieu of paid overtime.

Exempt Administrative Personnel

Those administrative employees which are classified as exempt according to the FLSA will not be paid overtime compensation. However, the Supervisor in consultation with the Executive Director, may allow such employee compensatory leave if he/she feels such is warranted.

Exempt Executive Personnel (Department Heads and the Executive Director)

Executive employees which are classified as exempt according to the FLSA will not be paid overtime compensation. They will not receive payment or compensatory time off for hours worked, travel time, attendance at meetings, etc., in excess of the normal work week. However, the Executive Director may grant compensatory time on an individual basis.

For those exempt employees who are absent from work for part of a day but not all of a day, it shall be up to the discretion of the Executive Director as to whether or not there should be a charge against that employee's annual sick leave or other appropriate leave.

5.5 Pay Increases

There will be two types of pay increases as outlined below:

Annual COLA

As budgetary constraints allow, the entire grade and step salary system may be increased by a uniform percentage to allow for increased costs within the general economy. All employees shall benefit from this general increase. However, nothing in this policy shall be construed to require a specific percentage increase tied to any particular economic indicator. Additionally, during the year of a full comparability study, this category may not apply since individual adjustments to pay grades may already contain the effect of a general increase.

Merit

Increases resulting from merit or outstanding performance will be provided on a case by case basis as determined by the Executive Director or designee, and within budget constraints.

5.6 Wage Garnishment

Garnishment of wages results when an unpaid creditor has taken the matter to court. A garnishment is legal permission for creditors to collect part of an employee's pay directly from the Authority. Although the Authority does not wish to become involved in an employee's private matters, we are compelled by law to administer the court's orders.

In doing so, the Executive Director will contact the employee to explain the details of garnishment and how it affects wages. Employees are encouraged to resolve these matters privately to avoid the Authority's involvement in this mutually unpleasant situation.

5.7 Payroll Advances

Pay advances shall not be granted.

5.8 Promotions

It is the policy of the Housing Authority to promote from within where possible. All employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their supervisor. An employee's basic eligibility for promotion will be determined by the requirements of the new job.

Job openings and promotion opportunities will be posted. From time to time however, management may fill openings or make promotions without posting notices. When job openings or promotion opportunities are posted:

- a) Interested employees must initiate a written transfer request to the supervisor within the posted time period.
- b) Supervisors may initiate the procedure within the same time period and propose employees for the position.
- c) The Executive Director may, at his/her discretion, solicit outside candidates during or after the posting period.

Current employee candidates for job openings and promotions will be considered and processed as outlined in the Transfer policy (Section 5.10). Current employee candidates for promotion will normally be screened and selected on the basis of attendance and work records, performance appraisals, and job-related qualifications including in some instances, aptitude tests. Seniority will be considered if required by a labor contract or if two or more candidates are judged to be equally qualified based on merit, work record, and other qualifications. In addition, such employees may be required to have a medical examination.

Promoted employees will be placed on evaluation status for a period of at least 90 days. During this period, the provisions of the Initial Evaluation Period policy (Section 4.9) will apply, however, benefits will continue at the level prior to promotion.

5.9 Demotions

There are two types of demotions that may be affected by the Authority. Each is defined as detailed in the following sections.

Demotion Without Cause

This type of demotion will not adversely affect an employee's service record and generally occurs:

- a) When a position has been abolished or reallocated to a lower paying salary range and the employee cannot be transferred to a position of equal pay.
- b) When an employee is promoted on an evaluation basis and does not perform in the new position.
- c) When the employee requests a transfer to a position with a lower paying salary range.

An employee demoted without cause shall remain at the same step regardless of grade.

Demotion with Cause

This type of demotion does affect an employee's service record and generally occurs when an employee not on any evaluation status has been found unsuited for that employee's present position, but may be expected to give satisfactory service in a lower paying position.

The employee stays at the same step regardless of grade.

5.10 Transfers

From time to time, the Authority may find it necessary to transfer employees within the organization to positions where their skills will be best utilized, or may require employees to make either a temporary or long-term job transfer in order to accommodate the organization's business needs.

Employees may request a voluntary job transfer. However, to be eligible for a voluntary transfer, employees must meet the requirements of the new position, must have held their current position for at least six (6) months, must have a satisfactory performance record, and must have no adverse disciplinary actions during the same time period.

Employee requests for transfer should normally be handled as follows:

- a) The employee should submit a written request for a transfer to his/her current Supervisor. The request should include the reason for the transfer and the department and specific job desired.
- b) The Supervisor should forward the request to the Executive Director with a recommendation of approval or disapproval.

- c) If a job opening exists and the employee is eligible, the Executive Director will arrange an interview between himself/herself, the candidate, and the supervisor who has the job opening.
- d) The candidate will be allowed time off with pay for job interviews related to the transfer.
- e) The Executive Director after consultation with the appropriate supervisor will make the final transfer decision.

Transferred employees will serve in their new positions for an initial period of at least 90 days during which the provisions of the Initial Evaluation Period policy will apply, however, benefits will continue at the level prior to transfer. Neither the transfer to a new position nor the completion of the subsequent introductory employment period alters the basic employment-at-will relationship. In addition, transferred employees may be required to have a medical examination.

5.11 Board Member Compensation

Expenses for compensation of PHA Board members are not an allowable cost of the Authority's operating budget, unless required under State law and approved by HUD.

6.0 SEPARATIONS

6.1 Types of Separation

Separation of employees from positions in the full-time service shall be designated as one of the following and shall be accomplished in the manner indicated: Resignation, compulsory resignation, layoff, disability, death, retirement, and dismissal.

6.2 Resignation

To resign in good standing, an employee shall give notice, in writing, to their immediate supervisor at least 2 weeks prior to the effective date of his/her resignation. Normally, failure to comply with this rule shall be entered on the service record of the employee.

6.3 Compulsory Resignation

Any employee who without valid reason or authorized leave fails to report to work for three (3) consecutive work days shall be separated from the payroll and reported as a compulsory resignation.

6.4 Layoff

The Executive Director may identify a number of positions by job title to be vacated which will result in the layoff of an employee in the full time service when he/she deems it necessary because of a shortage of funds or work, or other material changes in the duties of organization or for related reasons which do not reflect discredit upon the service of the employee. Any employee who has been separated for a period of twelve months or less because of a reduction in force shall be considered for reinstatement if the employee meets the minimum qualifications for any new openings. The lay off of employees shall be made in inverse order, on the basis of length of service in their department, retaining the employees with the greatest length of service in the position.

6.5 Reduction in Force

The Executive Director may find it necessary to reduce the size of the workforce at the Housing Authority. Generally, the Authority prefers reductions through the process of attrition. However, if a situation arises that makes this impossible, the Authority will eliminate positions.

6.6 Disability

An employee may be separated for disability when he/she can no longer perform the essential functions of the job with or without a reasonable accommodation in accordance with the requirements of the ADA. Individuals who are injured on the job may or may not be protected by the ADA, and such instances must be evaluated on a case-by-case basis. In all such cases, however, the disability must be supported by medical

evidence acceptable to the Executive Director. The Authority will take all necessary precautions to ensure that it is in compliance with the ADA in such instances.

6.7 Death

When a full-time employee dies while employed by the Housing Authority, all compensation due in accordance with this policy shall be paid to a legal representative of the employee's estate or any other properly designated individual.

6.8 Retirement

Employees eligible to receive retirement benefits shall submit a letter of retirement to the Executive Director at least two weeks prior to the effective date of retirement.

6.9 Dismissal

The Executive Director may dismiss an employee as outlined in this document. The employee shall be furnished notice of dismissal in writing. The employee has the right to answer the charge in accordance with the Housing Authority's grievance procedure.

6.10 Payment of Benefits

Benefits may be paid to employees upon separation at the discretion of the Executive Director and in accordance with the policies outlined in this manual.

7.0 DISCIPLINARY ACTIONS

7.1 Types of Disciplinary Actions

The following provisions shall govern disciplinary actions affecting employees in the full-time service. The authority shall have the following alternatives for disciplinary action:

<i>Reprimand</i>	The supervisor shall, under normal circumstances, verbally reprimand an employee to warn that employee about unsatisfactory work performance or misconduct. The supervisor or the Executive Director may submit a written reprimand to an employee when an oral warning has not resulted in the expected improvement, or when more severe initial action is warranted. A copy of the reprimand shall be filed in the employee's personnel folder.
<i>Suspension</i>	The Executive Director may, for cause, suspend without pay an employee for up to 10 days. A written statement specifically setting forth reasons for suspension shall be furnished to the employee. A copy shall be filed in the employee's personnel folder.
<i>Demotion/Salary Reduction</i>	The Executive Director may reduce the salary of an employee or demote the employee to a lower position. A written statement of such action shall be furnished to the employee and a copy filed in the employee's folder.
<i>Dismissal</i>	A dismissal shall be defined as an involuntary separation from employment.

7.2 Rules and Regulations for Code of Conduct

In recognition of the fact that each instance differs in many respects from somewhat similar situations, the Housing Authority retains the right to treat each occurrence on an individual basis and without creating a precedent for other cases which may arise in the future. The Housing Authority retains the right to suspend any disciplinary action which it may take at its exclusive discretion. Examples given in any rule do not limit the generality of the rule. The rules and regulations are not to be construed as limitations upon the retained rights of the Authority, but merely a guide.

The rules and regulations for the Code of Conduct are divided into three (3) groups to reflect degree of severity of offenses. In each group and for each rule, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of service records, and the ability of the employee concerned. In each case where the penalty is modified from the recommended standard penalties, the reason for such modification will be noted.

7.2.1 Group I Rules and Regulations

Violations of Group I Rules and Regulations will be disciplined as follows:

- First Offense Verbal warning and instructions.
- Second Offense Written reprimand and instructions.
- Third Offense One to Five day suspension without pay.
- Fourth Offense Dismissal

The following Rules and Regulations violations fall under Group I:

- a) Failure to work assigned hours, including overtime or working overtime without prior approval.
- b) Not working, wasting time, loitering or leaving assigned work areas during working hours without permission.
- c) Taking more than specified time for meals or rest periods.
- d) Productivity or workmanship not up to required standards of performance.
- e) Mistakes due to carelessness.
- f) Disregarding job duties by loafing or neglect of work during work hours.
- g) Tardiness - reporting to assigned work area after reporting time.
- h) Chronic absenteeism - frequent unexcused absences.
- i) Absent without permission or leave (AWOL).
- j) Violating a safety rule or safety practice.
- k) Failure to report an accident or personal injury in which the employee was involved while on the job.
- l) Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, demonstrations on the job, or similar types of disorderly conduct.
- m) Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
- n) Failure to pay just debts due or failure to make reasonable payment of such debts, thereby causing annoyance or embarrassment to the Authority.
- o) Failure to keep the department and/or personnel notified of proper address or telephone number.

7.2.2 Group II Rules and Regulations

Normally, violations of Group II Rules and Regulations will be disciplined as follows:

- First offense Written reprimand and suspension of up to five (5) without pay.
- Second offense Dismissal

Rules and Regulations violations that fall under Group II offenses include (but are not limited to) the following:

- a) Provoking or instigating a fight, or fighting at any time on Authority property.
- b) Threatening, intimidating, or coercing a fellow employee or supervisor (includes abusive language).
- c) Sleeping during work hours.
- d) Reporting to work or working while unfit for duty either mentally or physically.
- e) Leaving the job during regular working hours without permission.
- f) Mistakes due to carelessness which affects the safety of personnel, equipment, tools or property.
- g) Unauthorized posting or removal of any matter on bulletin boards on Housing Authority property.
- h) Distributing written or printed matter of any description on premises unless authorized by the Executive Director.
- i) Failure to report to Executive Director a request for information from an outside agency (e.g., receipt of a subpoena from a law firm, court, or attorney).
- j) Use or possession of another employee's tools or equipment without the employee's consent.
- k) Refusal to give testimony in accident investigations.
- l) Causing materials, parts, or equipment to be lost, damaged or scrapped due to carelessness.
- m) Receipt from any person of any fee, gift or other valuable thing in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
- n) Smoking in restricted areas.
- o) Gambling or any game of chance on Authority property at anytime.
- p) Parking of Authority vehicles in areas other than designated parking areas.
- q) Violation of Authority's policy concerning political activities.

7.2.3 Group III Rules and Regulations

Violations of Group III Rules and Regulations will be disciplined as follows:

➤ First offense Dismissal

Rules and Regulations violations that fall under Group III offenses include (but are not limited to) the following:

- a) Wanton and willful neglect in the performance of assigned duties.
- b) Deliberate misuse, destruction, or damaging of any Housing Authority property or property of any employee.
- c) Falsification of personal or Authority records including employment applications, accident records, purchase orders, time sheets, or other reports, records on applications, or work records.
- d) Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits, or Workman's Compensation benefits.
- e) Insubordination by the refusal to perform work assigned or to comply with written or verbal instructions of the supervisory force or discourtesy to persons with whom he/she comes in contact while in the performance of his/her duties.
- f) Unauthorized possession of firearms, explosives, or weapons on Authority property.
- g) Theft or removal from Authority locations without proper authorization, any Authority property or property of an employee.
- h) Immoral, unlawful, or improper conduct or indecency either on or off the job which would tend to affect the employee's relationship to his/her job, his/her fellow workers, his/her reputation or good will in the community. Sexual harassment as defined in the personnel policies.
- i) The use and/or sale of illegal narcotics in any form.
- j) Proven incompetence or inefficiency in the performance of assigned duties in his/her position.

- k) Use or attempted use of a political influence or bribery to secure an advantage of any manner.
- l) Concerted curtailment or restriction of production or interference with work in or about the Authority's work stations.
- m) Hiring of employees by other employees who are in any type of supervisory capacity to perform personal work during non-working hours.
- n) Use of Authority equipment and/or vehicles for personal use.
- o) Refusal to sign for Authority equipment, vehicles, tools, etc. in accordance with Section 7.3 of this policy.
- p) Refusal to acknowledge a written reprimand by not signing the reprimand form.
- q) Solicitation by supervisory employees of subordinates for employment to perform personal services during non-working hours.
- r) Reporting for work while obviously under the influence of alcohol or drugs.

7.3 Housing Authority Equipment

All equipment, vehicles, tools, etc., must be signed out prior to use by employees on an Authority form. The form acknowledges the employee's receipt of and accountability of Authority equipment, vehicles, tools, etc. An employee's signature is mandatory. All employees are held accountable for assigned equipment, vehicles, tools, etc. Refusal by an employee to sign the form prior to sign out of equipment, vehicles, tools, etc. shall be considered a violation of Group III Rules and Regulations.

At the time of separation and prior to final payment, all records, assets, and other items of Authority property in the employee's custody shall be transferred to the Executive Director or his/her designee and certification to this effect shall be signed by the employee. Any amount due because of a shortage in the above shall be withheld from the employee's final compensation or proceeds from the employee's pension plan.

The use of any of the Authority's equipment, vehicles, tools or employees for any purpose other than carrying out the normal official duties is strictly forbidden on or off of the Housing Authority's premises. No equipment, vehicles, tools, etc., are to be loaned out or utilized for private benefit for any employee, resident, member of the Board of Commissioners, or any other person.

All equipment, vehicles, tools, etc. must be signed out prior to use. All employees are held accountable for assigned equipment.

7.3.1 Authority Vehicles

No Authority owned maintenance vehicles may be driven home, with the exception of the Maintenance Supervisor and on-call emergency person. All other maintenance vehicles must be parked each night at the Central Shop. The exceptions are on call at all times and should have a vehicle readily accessible, but not for any personal use.

No Authority owned administrative vehicles may be driven home, with the exception of the Executive Director.

7.4 Rights of Employees

Employees who separated shall receive payment for all earned salary, pay, and all earned annual leave less any amounts due the Authority under Section 7.3 of the manual.

8.0 GRIEVANCES AND APPEALS

8.1 Policy

It is the policy of the Housing Authority that any permanent status career employees should have an opportunity to present their work-related complaints and to appeal management decisions through a dispute resolution or grievance procedure. The Authority will attempt to resolve promptly all grievances that are appropriate for handling under this policy.

8.2 Definition

An appropriate grievance is defined as an employee's expressed feeling of dissatisfaction concerning any interpretation or application of a work-related policy by management, supervisors, or other employees. Management rights are generally excluded from the grievance procedure. However, grievances concerning these management rights will be considered bonafide, if they focus on disparate treatment of an employee and are corroborated by supportive comparative data. Examples of matters which may be causes of grievances appropriate under this policy include:

- a) A belief that Authority policies, practices, rules, regulations, or procedures have been applied in a manner detrimental to an employee.
- b) Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation.
- c) Alleged discrimination because of race, color, sex, age, religion, national origin, marital status, or disability.
- d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, performance review, salary, or seniority.

8.3 Procedure

Employees must notify the Authority, in a timely fashion, of any grievance considered appropriate for handling under this policy. The grievance procedure is the exclusive remedy for employees with appropriate grievances. As used in this policy, the terms "timely fashion," "reasonable time," and "promptly" will mean five (5) working days.

Employees are not to be penalized for proper use of the grievance procedure. However, it is not considered proper if an employee abuses the procedure by raising grievances in bad faith or solely for the purposes of delay or harassment, or by repeatedly raising grievances that a reasonable person would judge have no merit. Initiation of the grievance procedure by an employee does not limit the right of the Authority to proceed with any disciplinary action which is not in retaliation for the use of the grievance procedure.

Grievances are to be fully processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal. A decision becomes binding on all parties whenever any employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists.

Employees who feel they have an appropriate grievance should proceed as follows:

- a) Step One - Promptly bring the grievance to the attention of the immediate supervisor. The grievance must be presented in writing. If the grievance involves the supervisor, then it is permissible to proceed directly to Step Two. The supervisor is then to investigate the grievance, attempt to resolve it, and give a decision to the employee within a reasonable time. The supervisor should prepare a written and dated summary of the grievance and proposed resolution for file purposes.
- b) Step Two - Appeal the decision to the Executive Director, if dissatisfied with the supervisor's decision, or initiate the procedure with the Executive Director if Step One has been bypassed. Such an appeal or initial complaint must be made in a timely fashion using a written form provided for this purpose. The supervisor's version of the grievance and decision will then be submitted using a similar written form. The Executive Director will, in a timely fashion, confer with the employee, the supervisor, and any other members of management considered appropriate; investigate the issues; and communicate a decision in writing to all the parties involved. The Executive Director will take the necessary steps to review and investigate the grievance and will then issue a written, final, and binding decision.

Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as Authority policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Information concerning an employee grievance is to be held in strict confidence. Supervisors, and other members of management who investigate a grievance are to discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information.

Time spent by employees in grievance discussions with management during their normal working hours will be considered hours worked for pay purposes.

9.0 RULES AND REGULATIONS

9.1 Overview

The purpose of this section is to define the guidelines of proper business conduct expected of all employees in order to ensure maximum understanding and cooperation. It is not the Authority's intention to restrict the personal rights of any individual.

At the PHA, employees are expected to be:

- On-time and alert when scheduled to be at work.
- Careful and conscientious in performance of duties.
- Thoughtful and considerate of other people.
- Courteous and helpful, both when dealing with the public and with other employees.
- Neat in appearance, wearing the proper attire for Authority business.

9.2 Absenteeism and Tardiness

The Housing Authority expects employees to be at work on time and to work a full day. All employees who will be absent from work because of illness must call by 8:00 a.m. to report their absence from work. In the event of failure to comply with the call in procedures, the employee will be charged on the payroll as leave without pay. Repeated absenteeism and/or tardiness shall lead to disciplinary action up to and including termination of employment.

9.3 Safety

The Housing Authority expects its employees to conduct themselves in a safe manner. Please use good judgement and common sense in matters of safety, observe any posted safety rules, and follow all OSHA and state safety regulations.

If injured on the job, the employee is required to report the accident to the supervisor immediately when possible, but in all cases no later than 24 hours after the injury is incurred. The supervisor must ensure that a written report of the accident and injury is then completed and turned in to the Executive Director on a timely basis.

9.4 Substance Abuse and the Drug-Free Workplace

9.4.1 Introduction

In recognition of the continued and growing problem of substance abuse, it is the policy of the Housing Authority that we will take all reasonable measures to assure that drug and/or alcohol use by employees or other persons does not jeopardize the safety of our operations or otherwise adversely affect the Housing Authority, its employees, the community or the public's trust in our ability to carry out our responsibilities.

The Housing Authority cannot and will not tolerate lapses in employee control of their abilities to operate safely and productively. Substance abuse can produce such lapses resulting in errors in judgment, loss of vigilance, and poor coordination, causing accidents and loss of public trust. Therefore, our goal is to establish and maintain a safe work environment within the Housing Authority free from the effects of substance abuse.

9.4.2 Substance Abuse Policy

The following is the Housing Authority Substance Abuse Policy:

- a) The use, possession, sale, or distribution, or presence in the body of alcohol, drugs or controlled substances in the workplace is strictly prohibited. Violators will be subject to disciplinary action up to and including discharge. For purpose of this policy "drugs or controlled substances" includes legal and illegal (street) drugs taken for non-medical reasons. It does not include prescription medication taken in accordance with a physician's instructions.

Appropriate law enforcement agencies will be notified of any controlled or illegal substances found on Housing Authority property and these substances will be disposed of in accordance with their instructions. Some of the drugs which are illegal under Federal, State or Local laws include among others marijuana, heroin, hashish, cocaine, hallucinogens, inhalant and designer drugs, depressants and stimulants not prescribed for current personal treatment by a licensed physician.

- b) Urine tests may be used for drugs and controlled substances. Breath or blood tests may be used for alcohol. A positive screening test may be followed by a more detailed confirmation test in cases involving severe disciplinary penalty to an employee.
- c) The privacy interests of employees and the legitimate interests of the Housing Authority, in implementing and maintaining a substance abuse program, will be accomplished by: (1) limiting the extent of the inquiries to that necessary to effectuate the substance abuse policy; (2) assuring disclosure of, and access to, information is on a strict need-to-know basis; and (3) informing employees of the purpose for which the information is sought.

- d) All applicants for employment will be required to do the following as part of the employment process:
1. Sign a Substance Abuse Coverage Form which states that the applicant has read, understands and is subject to the Substance Abuse Policy as a condition of employment. The signed form will be retained in the applicant's personnel file.
 2. Sign a Test Consent Form authorizing an appropriate test to identify the presence of drugs or controlled substances and alcohol and release of tests results to the Executive Director or designee. The signed form will be retained in the applicant's personnel file.
 3. At the Housing Authority discretion and expense, take a prescribed test for drugs and controlled substances as a part of a pre-employment medical examination. Refusal of the applicant to sign the test consent form or the Substance Abuse Coverage Form or failure to receive a negative test result on the pre-employment medical exam will remove the applicant from consideration for employment on the basis of their not meeting all of the qualifications for the position.
- e) All employees will be expected to cooperate in submitting urine, and/or breath or blood samples under the following guidelines as a condition of continued employment.
1. For-Cause Test for substance abuse where management has reasonable cause to suspect that job performance, work place incident, or unusual behavior may be related to substance abuse. A For-Cause Test must be scheduled through the Executive Director or designee. Each case will be reviewed on its merit before a referral is made.
 2. Where an employee is involved in an accident at work resulting in a compensable injury or property damage.
 3. The number of employees requested by management to participate in a For-Cause test may range from a single employee to all personnel who were involved in an accident or who were working in or had access to the work area in which the incident occurred.
- f) Supervisory employees are to be constantly alert for any infractions of this policy and are responsible for identifying personnel whose behavior indicates they may be using prohibited substances. The supervisor is also responsible for ensuring that appropriate and prompt disciplinary action is taken.
- g) Refusal to submit a urine, and/or breath or blood sample will result in the employee being considered as having refused to follow reasonable instructions connected with a condition of employment and subject to disciplinary action up to and including discharge.
- h) Any employee, on a voluntary basis and not in violation of this policy, may ask for medical assistance due to alcohol, drug or other controlled substance abuse and will be provided referral assistance to medical and/or community resources by the Executive Director or designee. Such employees will be eligible for health care benefits as provided by the Group

Health Insurance Plan, sick leave and as required, and unpaid medical leave absence. Such employees will not be subject to disciplinary penalty.

- i) Nothing in this policy shall be deemed to preclude supervisory employees from taking appropriate disciplinary action under circumstances where any employee is observed to be clearly intoxicated. Such examples of intoxicated behavior include but are not limited to slurring of speech, disorientation, loss of basic physical coordinate and the like.

The Substance Abuse Policy will assist in establishing and maintaining a safe work environment free from the effects of substance use. Employees having questions concerning this policy should contact their supervisor.

9.5 Consideration of Smokers and Non-smokers

In keeping with the Housing Authority's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and non-smokers are in direct conflict, the preferences of non-smokers shall prevail.

This policy applies equally to all employees, customers, and visitors.

9.6 Personal Appearance of Employees

It is the policy of the Housing Authority that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

Employees are expected at all times to present a professional, business-like image to customers and the public. Favorable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Authority. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

The personal appearance of office workers and any employees who have regular contact with the public is to be governed by the following standards.

- a) Employees are expected to dress in a manner that is normally acceptable in similar business establishments.
- b) Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.
- c) Sideburns, moustaches, and beards should be neatly trimmed.
- d) At his/her discretion, the Executive Director may designate certain days or events where casual attire is permitted and encouraged.

The personal appearance of employees who do not regularly meet the public is to be governed by the requirements of safety and comfort, but should still be as neat and business-like as working conditions permit.

Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature of their job, or may be required to wear employer supplied uniforms.

Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

9.7 Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with the Housing Authority. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to the Housing Authority's scheduling demands, regardless of any existing outside work requirements.

If the Housing Authority determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Housing Authority as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Housing Authority.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the Housing Authority for materials produced or services rendered while performing their jobs.

9.8 Personnel Files

It is the policy of the Housing Authority to maintain personnel records for applicants, employees, and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.

The Authority strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary for the conduct of its business or which is required by federal, state, or local law.

The Executive Director is responsible for overseeing the record keeping for all information and will specify what information should be collected and how it should be stored and secured.

Employees have a responsibility to make sure their personnel records are up to date and should notify the Executive Director in writing of any changes in at least the following:

- a) Name;
- b) Address;
- c) Telephone Number;
- d) Marital status (for benefits and tax withholding purposes only);
- e) Number of dependents;
- f) Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only);
- g) Beneficiary designations for any of the Authority's insurance, disability, pension, and profit sharing plans; and
- h) Persons to be notified in case of emergency.

In addition, employees who have a change in the number of dependents or marital status must complete a Form W-4 for income tax withholding purposes within ten days of the change if the change results in a decrease in the number of dependents.

Employees may inspect their own personnel records and may copy, but not remove, documents in the file. Such inspection must be requested in writing to the Executive Director and will be scheduled at a mutually convenient time. Records deemed to contain sensitive or confidential corporate plans or information may be excluded from the inspection, and all inspections must be conducted in the presence of the Executive Director.

Employees who feel that any file material is incomplete, inaccurate, or irrelevant may submit a written request to the Executive Director that the files be revised accordingly. If such a request is not granted, the employee may place a written statement of disagreement in the file and pursue the matter further using the regular grievance procedure.

Only supervisory employees who have an employment-related need-to-know for information about another employee may inspect the files of that employee. Such an inspection must be approved by the Executive Director and should be recorded in the file inspected.

Employees are to refer all requests from outside the Authority for personnel information concerning applicants, employees, and past employees to the Executive Director. The Authority normally will release personnel information only in writing and only after obtaining the written consent of the individual

involved. Exceptions may be made to cooperate with legal, safety, and medical officials who have need to know specific employee information. In addition, exceptions may be made to release limited general information, such as the following:

- a) Employment dates;
- b) Position held; and
- c) Location of job site;

9.9 Protection of Authority and Employee Property

Respect and protection of Authority property and employee personal property is everyone's concern. If you find property missing or damaged, report it to your supervisor immediately.

9.10 Release of Information

Except for records and information that the Housing Authority is legally required to provide to government agencies, no information will be released unless there is a signed authorization form from the employee on file, and the request is in writing.

9.11 Employment of Relatives/Nepotism

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. Employment of immediate relatives is prohibited. Immediate relatives are considered to be parents, children, and siblings.

9.12 Employment of Commissioners

A former member of the Board of Commissioners shall not be employed by the Housing Authority during his/her tenure or for one year thereafter in a salaried position; such an employment relationship would constitute a conflict of interest under Section 515 of the ACC. A HUD waiver of the ACC requirement would be required from HUD to authorize an exception to this requirement.

10.0 LEAVE AND BENEFITS

10.1 Annual Leave (Vacation)

All permanent employees, are eligible to accrue vacation leave as outlined below. Temporary, seasonal and other part-time or substitute employees are not eligible for vacation leave.

Eligible employees shall accrue vacation leave from the date of employment and may be taken as accrued after completion of one month's employment. Full-time employees shall accrue vacation leave at the rate of one working day per month (8 hours per month). One additional day of vacation leave shall be credited for each five years of service. Permanent part-time employees shall accrue annual leave proportionally as their normal hours of work compare to the 40-hour work week. Leave may be accumulated and carried over at the end of the calendar year for a total of no more than 45 days.

Employees shall schedule vacation time through a schedule presented to employees at the beginning of each year. Vacations shall be scheduled in such a way as not to hamper the operations of the department or Authority. The supervisor shall resolve conflicts between employee vacation schedules. Every employee shall be afforded the opportunity of taking at least 10 days annual leave if properly requested. All disputes shall be reviewed by the Executive Director with that decision being final.

Requests for annual leave must be submitted and approved two weeks prior to the beginning of the leave. Requests for vacation time to exceed three weeks must be approved by the Executive Director.

10.2 Holidays

Full-time and part-time employees are eligible for holiday pay.

The following paid holidays will be observed:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3rd Monday of January
President's Day	3 rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Columbus Day	2 nd Monday in October
Thanksgiving	4th Thursday of November
Day after Thanksgiving	Friday Following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

Employees may not elect financial compensation in lieu of taking time off for a holiday. If an employee is requested to work on a holiday, an alternate day off will be allowed in lieu of taking the holiday. If a non-exempt employee is requested to work on a holiday, he/she will be paid at the applicable overtime rate.

Employees who have an unexcused absence on the day prior to or the day immediately following the holiday will not be paid for the holiday.

If a holiday falls on a weekend, the holiday will be observed on the closest Friday or Monday, or on the customary day.

10.3 Sick Leave

Employees are granted sick leave if their absence is due to their personal sickness, bodily injury, quarantine, required physical or mental examinations or treatment, exposure to a contagious disease, or when continuing work might jeopardize the health of others. Sick leave may also be taken for medical appointments. Employees are strongly encouraged to schedule appointments for early morning or late afternoon.

A physician's certificate, identifying the employee, the nature of the illness/injury, the time period of the absence (if applicable), and the extent to which the employee's job would be damaging to health, shall be provided by all employees when on sick leave with pay for three or more consecutive working days. The supervisor in consultation with the Executive Director shall ensure that the employee shall not endanger his or her own health or the health of others by being on duty during an illness, injury, or pregnancy.

An employee who sustains an injury on the job shall, at the time of the injury or as soon as possible thereafter, notify his supervisor. The supervisor shall follow the Authority procedures for reporting job related accidents or injuries. Employees who are otherwise eligible for sick leave accumulation and receive injury arising out of and in the course of employment shall be paid for the lost time as a result of the job related injury for the first seven days (i.e., until Worker's Compensation benefits begin), through the use of accrued sick or annual leave available. When lost time as a result of an on-the-job injury is covered by the State Worker's Compensation Act, the employee shall be paid those payments received as Worker's Compensation benefits.

All permanent employees, working full or part-time and career employees serving temporarily in substitute or acting capacities, are eligible to accrue sick leave as outlined below. Temporary, seasonal, and other part-time or substitute employees are not eligible for sick leave.

Full-time eligible employees shall accrue sick leave at a rate of one day per month (12 days per year). Permanent part-time employees shall accrue sick leave proportionally as their normal hours of work compare to the 40 hour week.

Sick leave may be carried over from year to year, up to a maximum of 90 days. An employee who is separated shall not be paid for accumulated sick leave.

Sick leave is not to be considered a right which an employee may use at his discretion, but a privilege not to be abused. Supervisors who feel an employee is abusing their sick leave privileges may require the employee to furnish a doctor's certificate for each period of absence regardless of the length. Supervisors will be responsible for making sure that sick leave privileges are not abused.

10.4 Leaves of Absence

A written request for a leave of absence, providing full explanation of the circumstances, must be presented to the employee's immediate supervisor at least two weeks before the start date of the leave of absence. Requests are made to the Supervisor who submits the request to the Executive Director for final approval. If the absence exceeds 30 days, the cost of benefits may be charged directly to the employee.

10.5 Disability Leave of Absence

The Housing Authority will grant a leave of absence for medical disabilities, including pregnancy disability. A certificate from a physician stating the period that the employee must be out and any limitations on job performance may be required. When the employee returns to work, he or she will be reinstated in the same or a substantially similar position. The employee may be required to provide certification that he/she can return to work and perform all normal duties.

10.6 Military Leave of Absence

An employee who is drafted for service in the armed forces shall take a military leave of absence. Upon return from service, the employee will be eligible for re-employment and will be reinstated in the same or substantially similar position.

An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend active duty for training or other short-term reserve or Guard duty (i.e. forest fire fighting, police duty for natural disaster, etc.) is eligible for a military leave of absence. Such time off will not be considered vacation time. The employee will be allowed up to eighteen (18) days of military service with no reduction in pay. During such military leave, the employee shall be paid a sum equal to the difference between the military pay received for such period of active duty and normal Authority salary.

10.7 Civil Leave of Absence

Authority policy is to encourage employees to serve on jury panels. Any pay an employee receives from the court will be in addition to their regular salary or pay. The Housing Authority will pay an employee who serves on a jury regular pay. Employees who are excused from jury duty must return to work.

At the discretion of the Executive Director, an employee may also be granted Civil leave with pay when performing emergency duty with the Civil Defense in connection with a national emergency of disaster, or for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled working hours.

Please be sure to schedule this time off with your supervisor to ensure proper coverage of your work station.

10.8 Emergency Leave

Special or emergency leave with pay may be granted by the Executive Director to any employee to cover such personal emergencies as serious illness, special declared holidays, hazardous weather condition, natural disasters, etc. Such leave may be counted against vacation leave, sick leave, or compensatory leave. Special or emergency leave is not to be considered as a right which the employee may use at his discretion. Such leave will be approved by the Executive Director only in emergency situations. Employees will be required to document emergency situation before approval will be granted to use leave.

10.9 Bereavement Policy

Any permanent employee in the service of the Authority shall be entitled to bereavement leave without financial loss for a period of three (3) days in the event of a death in an employee's immediate family. Immediate family is defined as spouse, children, parent of employee and/or spouse, brother, sister, grandparent of employee or nieces and nephews of the employee.

10.10 Inclement Weather

It is the policy of the Authority to provide service to its clients even during inclement weather. The following guidelines will govern Authority operations whenever snow, ice, or other hazardous conditions exist:

- a) Generally, the Authority will be open for business.
- b) When weather is such that conditions may not be safe, the Executive Director may close the Authority at his/her discretion. However, unless otherwise specified by the Executive Director, one person must remain on call to provide emergency service to clients.

An employee who leaves work on approved leave status will usually not have the hours of leave reduced by the early closing time.

10.11 Leave Without Pay

When it is deemed in the best interest of the Housing Authority, a permanent status career employee may be granted leave without pay for personal or other reasons, provided such leave is recommended by the Supervisor and approved by the Executive Director. The Executive Director may grant leave without pay for a period not to exceed one year. Valid reasons for such leave shall include, but not be confined to, the following: prolonged illness or disability of the employee or a member of employee's household, educational or training enrichment, pregnancy and childbirth, and military service.

Application for leave without pay shall be submitted in writing in advance showing the employee's reason for requesting such leave and shall contain a statement that he/she intends to return to the Authority service upon expiration of the leave, and that he/she agrees to the terms and conditions outlined in this manual.

Employees granted leave without pay shall be considered to have effected a break in service except as outlined below:

- a) In cases of leave without pay exceeding two calendar months, the effective date of an employee's merit increase shall be adjusted month for month for each month he/she is on leave without pay in excess of two months.
- b) In the case of an evaluation status employee (either from initial or promotional appointment) the effective date of the evaluation period shall be adjusted month for month for each month he/she is on leave in excess of two months.
- c) For purposes of retirement benefits for eligible employees, breaks in service shall be as defined in the retirement plan.
- d) Continuation of insurance benefits for eligible employees during the time the employee is on leave without pay shall be in accordance with the provisions of employee group insurance contracts, and provided that such employees reimburse the Authority the cost of premiums on such insurance during the leave period.
- e) Employees granted leave without pay under this policy shall not accrue sick and annual leave or seniority credits beyond two months while in leave status. However, any sick leave accrued at the time leave is granted shall be continued upon return to duty. Any employee who fails to return to duty and is terminated shall forfeit any sick leave that had been accumulated.

10.12 Medical Coverage

All full-time employees, and part-time employees who work more than 30 hours per week on a regular basis are eligible for medical insurance as offered through various plans. Temporary and part-time employees who work less than 30 hours per week are not eligible on the Housing Authority's plan. Benefits start on the first day of employment.

This Medical Plan was selected to ensure the employees are not burdened with extreme medical costs. This comprehensive policy was developed for the benefit of all full-time employees. You are encouraged to take sick leave for medical appointments. Please schedule appointments for early morning or late afternoon.

The specific coverage and cost of the Plan will be provided to all employees during the orientation process.

10.13 Life and Disability Insurance

A group Life Insurance Plan and Disability Insurance has been provided to give basic protection to all full-time employees. Temporary and part-time employees are not eligible on the Housing Authority plan. This Group Policy is in force on the first day of employment.

The specific coverage of the plan will be given to all employees.

10.14 Retirement Plan

All employees of the Housing Authority are required to participate in the Retirement Plan. The Authority will pay into the Retirement Plan the full amount of the employee's contribution which will be used in part to pay the life insurance premiums. No participating employee may withdraw from the Retirement Plan as long as he/she continues to be an employee of the Authority.

All participants in the plan become fully vested after five years.

The specific coverage of the plan will be given to all employees.

10.15 Worker's Compensation

Worker's compensation is provided by the Authority to employees who are injured on the job. Employees who are injured on the job will still have an income even though an injury prevents them from working.

If injured on the job, the employee is required to report the accident to the supervisor immediately when possible, but in all cases no later than 24 hours after the injury is incurred. The supervisor must ensure that a written report of the accident and injury is then completed and turned in to the Executive Director or designee on a timely basis. An Authority approved panel of physicians is available from the Housing Authority. The Executive Director will provide employees with assistance in contacting an approved physician as needed. Employees are required to obtain medical treatment, if necessary, from an Authority approved physician. Before being treated, the employee should inform the authorized medical personnel that the injury was job related so that the proper forms can be filled out as required by the Worker's Compensation Board. An employee is obligated to cooperate and any fraudulent activities is grounds for termination of employment.

10.16 Continuation of Benefits

Upon separation from the Authority, employees and their dependents may be eligible to continue certain fringe benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any other applicable federal regulations. The Act contains a requirement for extension of health insurance benefits to employees and eligible family members. All terminated eligible employees shall be supplied with a package for coverage selection. The package will be supplied when a qualifying event occurs and the Authority is aware of that event.

10.17 Family and Medical Leave Act of 1993

All provisions of the Family and Medical Leave Act of 1993 shall be complied with by the Authority. A summary of the Act follows:

- a) On February 5, 1993 President Clinton signed the Family and Medical Leave Act. The Act applies to public and private employers and will take effect on August 5, 1993. For employers subject to collective bargaining agreements, the Act will take effect on the earlier of: (1) the date of termination of the agreement after August 5, 1993, or (2) February 5, 1994. The federal Act describes the minimum benefits to be provided. In states which already have family and medical leave laws, any benefits provided by state or local law which are greater than the federal benefits

must still be provided.

b) Under the Act, covered employees are entitled to 12 work weeks of unpaid leave during any 1-year period. Such leave must be granted for the following reasons:

1. the birth or adoption of a child;
2. to care for a spouse, child, or parent with a serious health condition; or
3. a serious health condition makes the employee unable to perform required job functions.

c) Definitions:

1. A serious health condition is an illness (physical or mental) or injury requiring inpatient hospital care or continuing healthcare treatment.
2. A covered employee is one who has been employed for at least one year, who has worked for at least 1,250 hours during the previous twelve months and who works at a facility whose employer has 50 or more employees within 75 miles of that location. The Act applies equally to male and female employees.
3. Son and daughter include biological, adopted, stepchildren legal wards and "a child of a person standing *"in loco parentis"* (for example, foster children). The terms include children under 18 and older children who are "incapable of self-care because of mental or physical disability."
4. Parent means the biological parent or other person who stands *"in loco parentis"* to the employee.
5. Spouse means husband or wife.

d) Scheduling:

1. Other than leave for birth or adoption, leave may be taken intermittently when medically necessary, including leaves of less than one day. Employees who take intermittent leave may be required to transfer temporarily to another job with equivalent pay and benefits that is less disruptive of operations.
2. If possible, an employee must give at least 30 days' notice before taking leave and must make a reasonable effort to minimize the disruption of the employer's operations.
3. The Act makes special provisions for elementary and high schools, noting that the intermittent absence of a teacher for more than 20% of classroom time is considered disruptive. The Act therefore allows the school to require the instructor to transfer to another position or take a continuous leave.
4. Leave for birth or adoption must be scheduled for 12 consecutive weeks, unless the employer agrees to a different schedule.

- e) An employer may require employees to use vacation, personal leave, etc., for family leave and may require use of sick leave for personal medical leave. Such accrued leave does count toward the total 12 weeks the employer is required to provide.
- f) Seniority and employment benefits do not accrue during leave, however, the employer must maintain the employee's group health coverage. If the employee fails to return from leave, the employer may recover the premium paid during the leave period.
- g) **Proof of Illness**
 - 1. An employer may require medical certification for leaves involving a serious health condition affecting either the employee or a family member. This certification must include the date of the onset of illness, the probable duration and other appropriate medical facts.
 - 2. Where an employee takes leave to care for a family member, the certification must state that the employee is needed to care for the family member. This certification must include the date of the onset of illness, the probable duration and other appropriate medical facts.
 - 3. If an employer has reason to doubt the validity of a certification, the employer may require a second opinion. If the health care providers disagree, a third provider approved jointly will be the final authority of the matter. Second and third opinions are at the employer's expense. However, the employer may not use a doctor or other health care provider that it employs on a regular basis to supply second or third opinions. The employer may require the employee to obtain subsequent recertification on a reasonable basis.
- h) When employees return from leave they must be returned to their original positions or to positions with equivalent pay and benefits. An exception applies to highly compensated employees (top 10% within a 75 mile radius) where restoration would cause "substantial and grievous economic injury."
- i) Employers who discriminate against employees for exercising their rights under the Act may be liable for back pay and benefits, actual monetary losses, interest, attorneys' fees, expert witness fees, liquidated damages (an additional amount equal to the sum of all other damages and interest) and litigation costs.

The employee must notify the Executive Director of their intention to utilize benefits outlined in the FMLA. All appropriate forms must be completed and submitted to the Executive Director.

11.0 TRAVEL REGULATIONS

11.1 Overview

This policy establishes the procedures to be followed for all out-of-town travel outside the reasonable commuting distance of the Authority when using Authority funds for travel. The policy provides a reasonable, systematic means for estimating the cost of travel and related expenses for budget preparation. Also, the policy will be used to control expenses.

The Authority will provide an overnight traveler with a per diem for food and miscellaneous expenses, not covered by this policy and will reimburse the traveler for actual costs for hotel, air fair and transportation. Employees or Commissioners traveling only for the day will be reimbursed for actual expenses.

11.2 Authorization

The Authority will reimburse the traveler for actual costs for necessary expenditures on authorized trips. All requests for overnight travel must be submitted in writing from the department head/employee to the Executive Director two weeks prior to departure unless it is an emergency situation. The Executive Director will determine an estimate of the amount of money needed in advance based on the following: 1) the cost of the hotel room and whether a deposit was made; 2) cost of food in the area of travel, whether or not meals are provided in the registration; and 3) cost of transportation (taxi, airport limo, etc.) in the area of travel, etc.

11.3 Responsibility of Traveler

The traveler shall prepare the voucher for reimbursement in accordance with Authority policies. The traveler shall submit a travel voucher and receipts no later than 72 hours of return. The traveler shall not submit reimbursement claims which are not in accordance with this policy.

11.4 Transportation

The most economical means of travel shall be authorized using criteria established by the Authority. The Authority will determine the nature and urgency of the business. The most efficient and economical means of travel will be selected considering the time of the traveler and the cost of the mode of transportation. The Authority will also consider the number of people making the trip and the distance that will be traveled.

11.4.1 Authority Vehicles

Authority vehicles should be used for travel whenever it is possible subject to mileage limitations or other considerations stipulated in this policy. When using Authority vehicles, all expenses accumulated for the operation of the vehicle should be documented with a receipt.

11.4.2 Private Automobile

Private vehicles may be authorized if the use of an Authority vehicle is not feasible or where the Authority is better served by this arrangement. Employees will be reimbursed at a rate approved by the Board of Commissioners if he/she uses a private automobile. The employee is required to document on the travel expense voucher the odometer reading from the beginning to the end of the trip.

11.4.3 Commercial Aircraft

For trips over 200 miles, the feasibility of air transportation should be considered. The fare should not exceed the regular tourist fare except when no tourist accommodations are available. A copy of the paid ticket must be submitted if the traveler pays for the ticket personally. An overnight weekend stay may be required.

11.4.4 Other Modes of Transportation

If a rental car is used, all receipts should accompany the travel voucher. Travel by train, bus, or other means of transportation may be used if they are the only practical way to travel. Again, all receipts should be submitted. Travelers shall not be allowed mileage when they are transported by another traveler who is entitled to mileage or transportation expenses.

11.5 Lodging

Travel to a conference or convention should be accompanied by a stay in the hotel where the event is being held. If it is necessary to make alternative plans, the accommodations shall have comparable rates. For routine business, the actual cost of lodging at the single room occupancy rate will be reimbursed. The Authority recognizes that the cost of lodging varies among cities and will reimburse travelers for suitable accommodations based on a single occupancy rate or double, depending on the number in the party. Travelers must submit receipts for lodging costs.

11.6 Meals

Travelers will be reimbursed for food expenses while traveling for costs which are reasonable. Employees must submit a request for reimbursement along with all receipts. Any reimbursable expense item, including meals, shall be submitted with a receipt. The employee will be reimbursed for actual reasonable costs with properly documented receipts. The cost of alcoholic beverages will not be reimbursed to the traveler.

11.7 Incidental Expenses

The following costs will be reimbursed to the traveler while on official business:

- a) Ferry fares and bridge, road, and tunnel costs;
- b) Parking fees;
- c) Conference and convention registration fees upon submittal of a receipt;

- d) Taxi, bus, and subway fares;
- e) Tips and gratuities;
- f) Telephone and telegraph charges for conducting official business;
- g) One personal phone call per evening; and
- h) Valet or laundry service if the trip is longer than five days.

11.8 Travel Authorization

Travel request and authorization forms shall be submitted and approved by the Executive Director. Travel must be fully described and justified. Funds may be advanced to the traveler at the time of authorization.

12.0 TRAINING AND EDUCATION

The Authority encourages staff development of full-time employees through both education and training. The Authority will cover these costs if the education received expands the employees' knowledge of the Authority's work. Costs will only be covered if the employee maintains a passing grade. If the employee fails the class or fails to complete the class, they will be responsible for reimbursing the Housing Authority.

The cost of basic core educational classes will be covered if the Executive Director determines that the completion of the classes will enhance the employee's ability to effectively carry out their duties.

In-service training shall be provided to aid employees in gaining efficiency in their work. Training shall generally mean short-term workshops, seminars, conventions, etc. Requests for training may be initiated in writing by either employee or supervisor. The Executive Director must grant approval of training programs. In addition, employee training shall be a function of every supervisor.

APPENDIX

The Claxton Housing Authority

ACKNOWLEDGEMENT OF RECEIPT

This policy is provided to you for information and immediate reference. Read it carefully and completely.

Policies included are subject to unilateral change by the Authority from time to time, with or without notice, in writing, verbally or in practice.

All employees are at-will and the Personnel Policy Handbook is not to be construed as a contract of employment.

Please acknowledge receipt of this Policy/Handbook by signing and returning this page to your supervisor.

Employee Signature

Date

Executive Director (or designee) Signature

Date

The Claxton Housing Authority

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession nor have I failed to return, any documents, data, resident lists, resident records, sales records, or copies of them, or other documents or materials, equipment or other property belonging to the Authority, its successors and assigns.

I further agree, I will not discuss confidential information, knowledge, data or other information relating to residents, processes, test data, resident lists or other subject matter pertaining to any business of the Authority or any of its clients, customers, consultants, licensees, or affiliates.

Employee Signature

Date

Executive Director (or designee) Signature

Date

The Claxton Housing Authority

EQUIPMENT RETURN CHECKLIST

I, _____, certify that I do not have in my possession any equipment, tools, supplies, or materials owned by the Housing Authority. The checklist below verifies that I have returned all Authority-owned property/items.

Item	Date Returned	Supervisor's Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Employee Signature

Date

Supervisor's Signature

Date

The Claxton Housing Authority

I, _____, have read and understand the Housing Authority's Substance Abuse Policy.

I further understand that the use, possession, sale or distribution of alcohol, drugs or controlled substances in the workplace is strictly prohibited. "Drugs or Controlled Substances" include legal and illegal (street) drugs taken for non-medical reasons. It does not include prescription medication taken in accordance with a physician's instructions. I also understand that the presence of such substances in my system during work hours places unacceptable risk and burden on the safe and efficient operation of my job, and consequently, is strictly forbidden.

I fully understand that my cooperation with and adherence to the PHA's policies and procedures regarding substance abuse are conditions of my continued employment and that, if I violate, or am insubordinate by refusing to cooperate with any of these policies and procedures, I am subject to discipline, up to and including discharge.

Employee Signature

Date