

# **PUBLIC HOUSING HOPE VI/MIXED-INCOME COMMUNITY**

## **WORKING FAMILY PREFERENCE ADDENDUM TO RESIDENT LEASE**

This Addendum is a written agreement between the Resident and \_\_\_\_\_ with respect to work preferences and Family Responsibility Plan requirements with respect to the Resident's admission to and occupancy in the \_\_\_\_\_ Mixed-Income Community and is incorporated into and made a part of the Residential Lease Agreement as if fully set forth therein.

It is the policy of Memphis Housing Authority (MHA) and \_\_\_\_\_ to encourage and support residents to become self-sufficient and productive members of the Development and their community. MHA and \_\_\_\_\_ are committed to assisting residents to attain this goal and MHA will strive, within the limits of its available resources, to provide and/or coordinate appropriate programs/services to assist the resident in achieving these goals.

### **AUTHORITY:**

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR §960.206(b)(2). The Memphis Housing Authority ("MHA") has established this preference for public housing units developed under the Mixed-Finance/HOPE VI Program, and is requiring each applicant to comply with MHA policies related to the preference for working families.

### **PURPOSE OF THIS ADDENDUM**

The purpose of this Addendum is to set forth the pre-occupancy and continued occupancy preferences for residents of public housing units at mixed-income developments who are (1) working 30 hours a week, (2) engaged in qualifying work-related educational or training activity under a Family Responsibility Plan, or (3) 62 years of age or older, or blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) (the "Preference for Working Families" or "PWF").

### **CATEGORY 1: QUALIFYING WORK ACTIVITY**

The following categories of activities shall qualify as work activity under this Addendum:

1. Unsubsidized employment for 30 hours per week; or
2. Subsidized private-sector employment for 30 hours per week; or
3. Subsidized public-sector employment for 30 hours per week.

### **CATEGORY 2: QUALIFYING WORK-RELATED EDUCATIONAL OR TRAINING ACTIVITY**

The following categories of activities shall qualify as Education or Work-Related Activity under this Addendum:

1. On-the-job training (full-time enrollment is 30 hours or more per week).

2. Vocational training (full-time enrollment is 30 hours or more per week).
3. Job-skills training directly related to employment (full-time enrollment is 30 hours or more per week).
4. Education at a community (junior) college or higher (full-time enrollment is 8 or more class hours per week).
5. Other training approved by the Authority meeting essentially the same standards.

To qualify under this preference subcategory, an applicant for admission to the public housing units in \_\_\_\_\_ (“Applicant”) and a Resident must be authorized to participate in Work-Related Educational or Training Activities on a full-time basis, as defined above

If the Applicant or Resident is involved in a Work-Related Educational or Training Activity on a less than full-time basis, he/she must also work at least 20 hours per week in order to satisfy the **PWF**. Those enrolled in GED/ABE classes must work at least 20 hours per week. If any of the above activities are done in combination, the Applicant and the Resident must be engaged for a combined total of no less than 30 hours per week to be exempt from a Work Activity requirement.

### **CATEGORY 3: EXEMPT FROM COMMUNITY SERVICE REQUIREMENT**

The following categories of Applicants and Residents also qualify for the **PWF**.

Applicants and Residents who are:

- A) 62 years of age or older;
- B) Blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) and who are unable to comply with this section, or are primary caretakers of such individuals;

In order to claim status under this preference sub-category, the Applicant or Resident must:

- A) Request a determination of qualification in writing from the Agent;
- B) Provide Agent with third party verification that Applicant or Resident is a member of an above-listed exempt category.

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**The Agent and Resident agree to the following:**

### **TERMS AND CONDITIONS OF PRE-OCCUPANCY AND CONTINUED OCCUPANCY**

1. All Residents of \_\_\_\_\_, regardless of employment status, age, or disability, are required to participate in case management with the HOPE VI Case Management Provider during the life of the HOPE VI CSS program. (Case Management Provider is defined as the HOPE VI-sponsored case management and/or employment services provider). If the MHA is able to provide case management services to public housing residents after the close-out of the HOPE VI CSS program, public housing residents of the HOPE VI/Mixed Finance Developments may be required to continue to participate in case management.
2. Prior to signing the Lease, the Applicant claiming this preference shall either (a) have been employed a minimum of 30 hours per week for 12 continuous months, (b) have been both engaged in an Work-Related Educational or Training Activity and in compliance with a Family Responsibility Plan for at least 180 continuous days, or (c) qualify under Category 3. Employment is defined as a “Work Activity” as described above.
3. All Applicants not already enrolled must enroll in the HOPE VI sponsored case management program. (The provider of this program is hereby referred to as “Case Management Provider”). All Residents must:

- a. participate in a personal assessment process conducted by the Case Management Provider; and
  - b. Collaborate with the case management provider to develop a Family Responsibility Plan. (The Family Responsibility Plan will identify a set of specific goals, tasks and programs to be undertaken by the Resident and will be based on the aforementioned assessment); and
  - c. Adhere to the action strategies identified in the Family Responsibility Plan, which may be revised or updated periodically; and
  - d. Attend regular meetings with the Case Management Provider as scheduled during the term of the Family Responsibility Plan and participate in activities prescribed by the Case Management Provider that are oriented toward the attainment and retention of employment.
4. To remain in good standing under the Lease, the Resident shall either (a) remain employed for a minimum of 30 hours per week *and* be in compliance with his/her Family Responsibility Plan; (b) be engaged in full time Work-Related Educational or Training Activity *and* be in compliance with his/her Family Responsibility Plan; (c) be in compliance with his/her Family Responsibility Plan, if such plan provides targeted goals leading to either Employment or an approved Work-Related Educational or Training Activity (the “Transition Plan”), or (d) maintain qualifying status under Category 3.
  5. Change in Qualifying Status. The Resident may be employed for less than 30 hours per week for no more than 13 weeks per year (unless the Resident’s Family Responsibility Plan stipulates otherwise per engagement in an approved Work-Related Educational or Training Activity or Transition Plan or the family qualifies under Category 3).

(a) Triggering Events

1. For a resident qualifying under Category 1, in any one-year period, after 13 cumulative weeks of employment of less than (30) hours per week (if Resident is not involved in an authorized Work-Related Educational or Training Activity as stipulated in the Family Responsibility Plan), the Resident will be deemed to be out of compliance with his/her lease. Upon loss of job or reduction of hours, Resident shall notify Agent and Case Manager within ten days of any such change (“Notification”), as required by MHA’s Admissions and Continued Occupancy Policy (“ACOP”).
2. For a resident qualifying under Category 2, in any one-year period, after 13 cumulative weeks of non-compliance with the Family Responsibility Plan and upon notification of the Agent by the case manager, the Resident will be deemed to be out of compliance with his/her lease.

(b) Process

1. At the beginning of the 14<sup>th</sup> week, the Agent will send the Resident a notice indicating that the Resident is not in compliance with the Lease and that continued non-compliance without satisfactory demonstration by the Resident to the Agent of extenuating or mitigating circumstances may be considered good cause for (1) Agent to require Resident to transfer out of \_\_\_\_\_ upon

being provided substitute housing (public housing at another site), or (2) if the Resident refuses transfer, termination of the lease (the “Remedies”).

2. Additional information regarding the good cause for termination and the conduct of termination proceedings may be found in MHA’s ACOP located in the management office at the development.
3. A Resident may request that the Agent make a determination that extenuating or mitigating circumstances exist, which may include demonstration by the Resident reasonably satisfactory to the Agent, that Resident has contacted the Authority to change its Family Responsibility Plan to include a Transition Plan or that that due to injury or ill-health the Resident has been terminated from his/her employment as well as an estimate of time during which such injury or ill-health will prevent the Resident from returning to employment or
4. If the Resident makes such a demonstration to the Agent, the Agent will not undertake any adverse action against the Resident under the Lease for at least 90 days after which time the Resident must again demonstrate to the reasonable satisfaction of the Agent the extenuating or mitigating circumstances continue and a recommendation for the Resident’s Case Manager that the Resident be allowed continued occupancy with continuing demonstrations after each successive 90-day period.
5. If the Resident has not regained compliance with one of the three qualifying Categories within one-year after the Notification, the Agent shall notify the Resident that the Resident is in non-compliance with the Lease and that the Agent will commence the Remedies described in Section 5(b)(1) above.
6. Notwithstanding the foregoing, MHA and Agent, at their discretion, reserve the right to revise, modify, suspend provisions of this Addendum, if, in its judgment, unforeseen circumstances arise which necessitate said action. Exceptions or waivers will be considered and/or reviewed, by the MHA Interdisciplinary Review Committee (IRC), upon written request from the Resident to the property management office.
7. **This addendum is also subject to HUD review and approval in accordance with HUD policies and regulations.**