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NACOGDOCHES
HOUSING AUTHORITY
PUBLIC HOUSING
ADMISSIONS
AND OCCUPANCY POLICY



Contents

1. INTRODUCTION	1
1.1. Mission Statement	1
1.2. Purpose Of This Admissions And Continued Occupancy Policy	1
1.3. Primary Responsibilities Of The PHA	1
1.4. Objectives	2
1.5. Rules And Regulations	2
2. FAIR HOUSING AND EQUAL OPPORTUNITY	2
2.1. Nondiscrimination and Affirmatively Furthering Fair Housing	2
2.2. Applicable Federal Laws and Regulations	2
2.3. Equitable Treatment	3
2.4. Providing Information to Families	3
2.5. Discrimination Complaints	4
2.6. Reasonable Accommodations for People with Disabilities	4
2.7. Providing Information in Languages other than English for persons with Limited English Proficiency	6
3. PRIVACY RIGHTS	7
4. OUTREACH PROCEDURES	7
4.1. Family Outreach	7
4.2. Under Represented Groups	7
5. ELIGIBILITY FOR ADMISSION	8
5.1. Family Composition	8
5.2. Live-In Aide:	9
5.3. Income Limitations	9
5.4. Mandatory Social Security Numbers	9
5.5. Mandatory Submission Of Signed Consent Forms	10
5.6. Citizenship And Eligible Immigration Status	10
5.7. Grounds For Denial Of Admission	11
5.7.1. Screening of Applicants	11
5.7.2. The PHA May Deny Families With Members Who:	11
5.8. Criminal Records Management	13
5.9. Terms Of Denial Of Assistance	13
5.10. Violence Against Women Act	14
5.11. Informal Hearing If Denied Admission	14
6. APPLYING FOR ADMISSION	14
6.1. General Policy	14
6.2. Opening / Closing Of Application Taking	15
6.3. Application Procedures	16
6.3.1. Adding New Family Members To The Application	16
6.3.2. Selecting Applicants For Full Verification	17
6.3.3. Final Determination And Notification Of Eligibility	18
7. MAINTAINING THE WAITING LIST	18
7.1. Application Pool	18
7.2. Waiting List Preferences	18
7.3. Maintaining The Waiting List	18
7.4. Updating The Waiting List	19
7.5. Order Of Selection For Application Interview	19
7.6. Removal From The Waiting List	19
8. TENANT SELECTION AND ASSIGNMENT	19

8.1.	Policy	19
8.2.	Method of Applicant Selection	20
8.3.	Assignment Plan	20
8.4.	Dwelling Units with Accessible / Adaptable Features	20
8.5.	Deconcentration Rule And Income Targeting	21
9.	TRANSFERS	22
10.	OCCUPANCY STANDARDS	23
11.	FAMILY COMPOSITION, RESIDENCE, AND INCOME CONSIDERATIONS	24
11.1.	Adding Family Members To The Lease	24
11.2.	Principal Place Of Residence:	24
11.3.	Family Members Vacating And Other Considerations	25
11.3.1.	Sole Member of Household:	25
11.3.2.	Spouse or Significant Other:	25
11.3.3.	Other Adult:	25
11.3.4.	Single Parent:	25
11.3.5.	Students:	26
11.3.6.	Joint Custody of Children:	26
11.3.7.	Visitors:	26
11.3.8.	Reporting to the PHA:	27
11.3.9.	Temporarily Absent Family Member's Income:	27
11.3.10.	Income Of Person Permanently Confined To Nursing Home:	27
11.4.	Annualizing / Averaging Income:	27
11.5.	Regular Contributions And Gifts:	28
11.6.	Alimony And Child Support:	28
11.7.	Lump Sum Receipts:	28
11.8.	Assets Calculations	29
11.9.	Assets Disposed Of For Less Than Fair Value	29
11.10.	Child Care	30
11.11.	Medical Expenses:	30
12.	DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES	31
12.1.	Choice Of Rent / Determination Of Rent	31
12.1.1.	Flat Rent	31
12.1.2.	Income-based Rent	31
12.2.	Annual Re-Examination	31
12.3.	Interim Redetermination Of Rent	32
12.4.	Timely Reporting	33
12.4.1.	Standard for Timely Reporting of Changes:	33
12.4.2.	Procedures When Reported in a Timely Manner:	33
12.4.3.	Procedures When Not Reported in a Timely Manner:	34
12.4.4.	Procedures When Not Processed by the PHA in a Timely Manner:	34
12.4.5.	Timing of Next Annual Re- examination:	34
12.4.6.	Changes in Family Composition:	34
12.5.	Notice Of Temporary Rent	35
12.6.	Special Re-Examinations	35
12.7.	Minimum Rent Hardship Exemptions	35
12.8.	Exception To Rent Reductions - Reduction Of Welfare Benefits	36
12.9.	Self-Sufficiency Incentives	36
12.10.	Calculation Of Adjusted Family Income & Total Tenant Payment	37
13.	VERIFICATION PROCEDURES	37
13.1.	General Policy	37

14. MISREPRESENTATION BY THE APPLICANT OR RESIDENT	37
15. LEASE EXECUTION AND RESIDENT ORIENTATION	38
15.1. Requirement To Attend	38
15.2. Security Deposit Requirements	38
15.3. Orientation	39
16. DWELLING INSPECTIONS, MAINTENANCE, AND CHARGES	39
16.1. Inspections	39
16.2. Dwelling Maintenance	40
16.3. Charges To Residents For Maintenance And Repairs	40
17. UTILITY ALLOWANCES	40
17.1. Utility Allowance Schedule	40
17.2. Utility Reimbursement Payments	41
18. CONTINUED OCCUPANCY, FAMILY MOVES, AND EVICTIONS	41
18.1. Eligibility For Continued Occupancy	41
18.2. Notice Of Intention To Vacate	42
18.3. Evictions	42
18.4. Violence Against Women Act Exceptions	42
19. COMPLAINTS AND APPEALS	44
19.1. Appeals By Applicants	44
19.2. Appeals By Residents	45
20. PET POLICY	46
20.1. Only Common Household Pets Will Be Allowed.	46
20.2. Registration	46
20.3. Permits, Restrictions, And Pet Deposit	46
20.4. Pet Policy Violation Procedures	47
20.5. Protection Of The Pet	48
21. MISSED APPOINTMENTS	48
21.1. Applicants	48
21.2. Residents	48
22. REPAYMENT AGREEMENTS	49
23. COMMUNITY SERVICE AND SELF-SUFFICIENCY	49
23.1. Background	49
23.2. Definitions	49
23.3. Requirements Of The Program	50
24. CLOSING OF FILES AND PURGING INACTIVE	52
25. PROGRAM MANAGEMENT PLAN	52
26. ADDITIONAL PHA POLICIES & CHARGES	52
APPENDIX "A"	53
APPENDIX "B"	54
APPENDIX "C"	55
APPENDIX "D"	56

1. INTRODUCTION

1.1. Mission Statement

Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

In order to achieve this mission, we will:

- ☞ Recognize residents as our ultimate customer;
- ☞ Improve Public Housing Authority (PHA) management and service delivery efforts through effective and efficient management of PHA staff;
- ☞ Seek problem-solving partnerships with residents, community, and government leadership;
- ☞ Apply PHA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

1.2. Purpose Of This Admissions And Continued Occupancy Policy

The purpose of this document is to establish policies and guidelines for the PHA staff to follow for items that are not covered under Federal regulation for the Public Housing Program and to help clarify those Federal regulations.

The document covers both admission to and continued occupancy of all public housing units owned, and operated by the Housing Authority of the City of Nacogdoches, Texas.

The Board of Commissioners of the Housing Authority of the City of Nacogdoches must approve changes to this policy.

Before changes are approved they will be posted in the PHA office for review. All residents and resident organizations will be notified of impending changes at least 30 days before approval and may submit comments in writing to the Board of Commissioners.

The PHA is responsible for complying with all subsequent changes in HUD regulations pertaining to Public Housing. If such changes conflict with this document, HUD regulations will have precedence.

1.3. Primary Responsibilities Of The PHA

1. Informing eligible families of the availability of public housing assistance;
2. Determining and posting annually the utility allowances;
3. Receiving applications from families and determining their eligibility for assistance;
4. Inspecting Public Housing units to determine that they meet or exceed Uniform Physical Inspection Standards as set by HUD;
5. Approving leases;
6. Collecting rent and other charges on a monthly basis from residents;
7. Annual re-examinations of income, family composition and re-determination of rent;
8. Authorizing and processing evictions; and,
9. Ongoing maintenance and modernization of the public housing inventory.

1.4. Objectives

The objectives of this policy are to:

1. Promote the overall goal of drug free, decent, safe and sanitary housing by:
 - (a) Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - (b) Insuring the fiscal stability of the HA.
 - (c) Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to PHA employees.
 - (d) Insuring that Elderly / Disabled families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.
2. Facilitate the efficient and effective management of the PHA and compliance with Federal Regulations.
3. 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 continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

1.5. Rules And Regulations

All issues not addressed in this document related to residents and applicants are governed by federal regulations, U.S. Department of Housing & Urban Development (HUD) Memos, Notices, and guidelines or other applicable law.

2. FAIR HOUSING AND EQUAL OPPORTUNITY

2.1. Nondiscrimination and Affirmatively Furthering Fair Housing

It is the policy of the PHA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment **and marketing to members of protected classes who are “least likely to apply”**.

The PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability deny any family or individual the opportunity to apply for (when application intake is open) or receive assistance under HUD’s Public Housing Programs, within the requirements of the HUD regulations.

2.2. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- A. Title VI of the Civil Rights Act of 1964

- B. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- C. Executive Order 11063
- D. Section 504 of the Rehabilitation Act of 1973
- E. The Age Discrimination Act of 1975
- F. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- G. Violence Against Women Reauthorization Act of 2005 (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together. PHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

2.3. Equitable Treatment

The PHA will not use membership in any protected class to:

- A. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Public Housing program.
- B. Provide housing that is different from that provided to others except when needed to provide a person with disabilities special services to achieve equal access to programs.
- C. Subject anyone to segregation or disparate treatment
- D. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- E. Treat a person differently in determining eligibility or other requirements for admission
- F. Steer an applicant or participant toward or away from a particular area based any of these factors
- G. Deny anyone access to the same level of services
- H. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- I. Discriminate in the provision of residential real estate transactions
- J. Discriminate against someone because they are related to or associated with a member of a protected class
- K. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

2.4. Providing Information to Families

- A. The PHA will ensure that families are fully aware of all applicable civil rights laws. As part of the leasing process, the PHA will provide information to applicant families about civil rights requirements.
- B. There shall be maintained in the PHA's office waiting room a bulletin board, which will accommodate the following posted materials:
 1. "NACOGDOCHES HOUSING AUTHORITY PUBLIC HOUSING ADMISSIONS AND OCCUPANCY POLICY"

2. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
3. Directory of Housing Communities including names, address of project offices, number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all PHA facilities.
4. Income Limits for Admission.
5. Utility Allowances.
6. Current Schedule of Routine Maintenance Charges.
7. Dwelling Lease.
8. Grievance Procedure.
9. Fair Housing Poster.
10. "Equal Opportunity in Employment" Poster.
11. Any current "Tenant Notices".
12. Security Deposit Charges.

2.5. Discrimination Complaints

- A. If an applicant or participant believes that any family member has been discriminated against by PHA, the family should advise PHA.
- B. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
- C. In addition, the PHA will provide information to applicants and participants regarding housing discrimination complaints in the family leasing session and program packets.
- D. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

2.6. Reasonable Accommodations for People with Disabilities

- A. The PHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. 24 CFR 8.4.
- B. An applicant or participant with a disability may request information or an accommodation by contacting the Nacogdoches Housing Authority at 715 Summit St., Nacogdoches, TX 75961 or by telephone by calling 936-569-1131 or TDD/TYY for hearing impaired (800) 735-2989.
- C. A reasonable accommodation is a modification or change PHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use PHA's programs, including those that are operated by other agencies in PHA-owned public space. 24 CFR 8.20.
- D. An accommodation is not reasonable if it: 24 CFR 8.21(b) and 24 CFR 8.24(a)(2).
 - 1) Causes an undue financial and administrative burden; or
 - 2) Represents a fundamental alteration in the nature of PHA's program.
 - 3) Subject to the undue burdens and fundamental alterations tests, PHA will correct physical situations in its public housing units, offices or procedures that create a barrier to equal housing opportunity for all.

- E. To permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, PHA shall comply with all requirements and prohibitions in applicable law
- F. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. 24 CFR 8.21.
- G. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.
- H. Examples of reasonable accommodations include, but are not limited to: 24 CFR 8.4
 - 1) Making alterations to a PHA office or administrative facility to make it fully accessible so it could be used by a family member with wheelchair;
 - 2) Permitting applications and reexaminations to be completed by mail;
 - 3) Conducting home visits instead of requiring applicants and participants to come to PHA offices;
 - 4) Using higher payment standards (either within the acceptable range, as an exception to the current payment standard up to 110 percent of the payment standard, or with HUD approval, of a payment standard above 110 percent of the payment standard) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit;
 - 5) Providing time extensions to locate a unit when needed because of lack of accessible units or special challenges of the family in seeking a unit;
 - 6) Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff;
 - 7) Displaying posters and other housing information in locations throughout PHA's office in such a manner as to be easily readable from a wheelchair ;
 - 8) Permitting a participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted;
 - 9) Widening the door of a PHA-owned community room or public restroom so a person in a wheelchair may use the facility;
 - 10) Intervening with a landlord so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.
 - 11) Making sure that PHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: 24 CFR 8.6
 - a) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with PHA staff;
 - b) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with PHA staff;
 - c) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with PHA if the individual desires such representation;
 - d) Permitting an outside agency or individual to assist an applicant with a disability to meet the PHA's applicant screening criteria.

- I. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able: 24 CFR 8.3
 - 1) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - 2) to care for and avoid damaging the apartment and common areas;
 - 3) to use facilities and equipment in a reasonable way;
 - 4) to create no health, or safety hazards, and to report maintenance needs;
 - 5) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - 6) not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - 7) to comply with necessary and reasonable rules and program requirements of HUD and the PHA.
 - 8) but there is no requirement that they be able to do these things without assistance.
- J. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, PHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. 24 CFR 8.20
- K. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, the Landlord may terminate the lease and PHA may terminate assistance. 24 CFR 8.2
- L. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. 24 CFR 8.20
- M. If an applicant or resident would prefer not to discuss the situation with the PHA, that is his/her right.

2.7. Providing Information in Languages other than English for persons with Limited English Proficiency

- A. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
- B. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
- C. The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
- D. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by five percent of the eligible population of the Nacogdoches County. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
- E. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with PHA. When an applicant or resident needs

interpretation services and a staff member of the PHA speaks the language needed, the staff member will provide translation services.

- F. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
- G. The PHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

3. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement form that states under what conditions HUD will release participant information.

The PHA's policy regarding release of information is:

To release pertinent client information only in accordance with the signed "blanket" release, unless disclosure is authorized under Federal or State law or regulations. (Reference HUD Form 9886)

To release information on amounts owed to the PHA where there is no current Repayment Agreement in effect.

To furnish prospective landlords with information concerning past behavior by family members as occupants of assisted or unassisted housing.

4. OUTREACH PROCEDURES

4.1. Family Outreach

The PHA continues to publicize and disseminate information, as needed, concerning the availability and nature of public housing for lower-income families.

As much information as possible about public housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the PHA Office, the staff may be available to convey essential information.

The PHA may hold meetings with local social community agencies.

The PHA may sponsor "Open House" programs within the public housing community to attract potential residents to view a public housing unit.

The PHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The PHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS), the PHA planned programs will be incorporated in the CHAS.

4.2. Under Represented Groups

Special outreach for groups (i.e. Mobility Impaired, Elderly, Minority, etc.) which may be

under represented on the waiting list will be made to try and maintain a waiting list that reflects the general population of low income families within Nacogdoches county.

5. ELIGIBILITY FOR ADMISSION

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the PHA.

HUD has five factors for eligibility:

Family Composition

Income Limits (24 CFR Part 5 Subpart F)

Provision of Social Security Numbers (24 CFR 750)

Signature of consent forms for income & wage and claim information (24 CFR 760)

Citizenship and eligible immigration status (24 CFR Part 5 Subpart E)

The Family's initial eligibility for placement on the waiting list will be made in accordance with the following factors and will not be verified until selection from the application pool for a full application interview.

5.1. Family Composition

The applicant must qualify as a Family. A family must contain a competent adult of at least 18 years of age or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers) to enter into a contract and capable of functioning as the head of the household. **In order to qualify as a family, any two or more adult persons with or without children contending to be a family, must intend to live together in a stable relationship of at least six months and share resources. All adult family members will certify that they intend to reside in the household for at least six months and share resources as a stable family.** A family is either a single person or a group of persons and includes:

- A. A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family.
- B. An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.
- C. A disabled family, which means a family whose head, co-head, spouse, or sole member, is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides.
- D. A displaced family, which is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.
- E. A remaining member of a tenant family is an adult family member of an assisted tenant family who remains in the unit when other members of the family have left the unit. In order to qualify as a remaining family member the adult must have lived in the household for at least six months sharing resources with the family.
- F. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

5.2. Live-In Aide:

A Family may include a live-in aide who:

- A. Has been determined by the PHA to be essential to the care and well-being of the elderly, handicapped or disabled family member; and
- B. Is not obligated for the support of the elderly, handicapped or disabled member, or any other member of the family; and
- C. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member.

The PHA may reject a live-in-aide at any time if all three requirements are not met and will review these requirements at least annually.

Income of a live-in-aide will not be counted for purposes of determining eligibility or rent and the live-in-aide may not be considered the remaining member of the participant family.

Relatives are not automatically excluded from being care attendants, but must meet the definition described above. Spouses or “girlfriend/boyfriend” of any member of the family will not be allowed as a live-in-aide in that family. A parent of any minor children in the family will not be allowed as a live-in-aide in that family. In these situations the person would reasonably have some obligation of support for the family and would reasonably be living in that household even if no live-in-aide was required.

Only one live-in aide will be allowed to live in the unit for each individual that requires a live-in-aide.

A live-in aide with custody of a child is not qualified as a live-in aide, since the child is not needed to attend the elderly, handicapped or disabled individual.

The presence of a live-in aide’s child detracts from the previously mentioned provision (that a live-in aide would not be living in the unit except to provide supportive services to the resident) in that the live-in aide would also be needed to provide necessary care for the child.

Live-in aides cannot be the remaining member of the participant family if the person they are attending is no longer a resident of public housing.

5.3. Income Limitations

Annual Income as defined in the Code of Federal Regulations Title 24, shall not exceed 80% of the median income by family size for Nacogdoches County as established and revised by HUD and posted in the PHA office.

5.4. Mandatory Social Security Numbers

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission.

All members of the family defined above must either:

1. Submit Social Security Number documentation; or
2. Sign a certification that they have not been assigned a Social Security Number and that they are not contending eligible immigration status or citizenship. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a

Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Acceptable evidence of the SSN consists of:

1. An original SSN card issued by SSA;
2. An original SSA-issued document, which contains the name and SSN of the individual; or
3. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

Applicants may not become participants until the documentation is provided. The applicant will retain their position on the waiting list for up to 90 days during this period. However, other applicants with all documentation who have position numbers greater than those who do not have the documentation may continue to be assisted.

Those not submitting documentation within the 90-day period are subject to eviction or denial of assistance.

5.5. Mandatory Submission Of Signed Consent Forms

Each member of an applicant family who is at least 18 years of age, including the family head and spouse regardless of age, are required to sign and submit consent forms authorizing:

1. HUD or the PHA to verify employee income information; and
2. HUD or the PHA to request a State Wage Information Collection Agency (SWICA) to release wage and claim information.

The failure of any person to sign these consent forms constitutes grounds for denial of eligibility.

5.6. Citizenship And Eligible Immigration Status

All members of an applicant family must contend/not contend one of the following as defined in 24 CFR Part 5 Subpart E

1. Contend to have citizen status
2. Contend to have noncitizen with eligible immigration status
3. Not contend to have noncitizen eligible immigration status

Evidence of citizenship or eligible immigration status must be provided as described in 24 CFR Part 5 Subpart E.

Applicant families must identify all members who elect not to contend to have citizen or eligible immigration status.

If no member of an applicant family is a citizen or noncitizen with eligible immigration status, the family is not eligible for any assistance.

If otherwise eligible, and the family has some members who are citizens or noncitizens with eligible immigration status and some members who elect not to contend eligible immigration status, the family may be eligible for prorated assistance as described in 24 CFR Part 5 Subpart E.

A non-citizen student and the noncitizen spouse of the noncitizen student and their minor children as defined in 24 CFR Part 5 Subpart E are not eligible for any assistance, prorated or otherwise. However, this restriction does not extend to the citizen spouse of

the noncitizen student and children of the citizen spouse and the noncitizen student.

The PHA will not delay or deny assistance because of immigration status of a family member except as provided in 24 CFR Part 5 Subpart E.

5.7. Grounds For Denial Of Admission

All applicant families will be evaluated to determine whether their habits and practices reasonably may be expected to have a detrimental effect on the other residents or the public housing community environment.

These same standards will be used for evaluating a person who will be joining a family already in occupancy. The PHA will determine that the person meets these standards prior to adding the person's name to the family's lease.

In order to ensure accurate screening, all adult family members must provide an unexpired government issued photo identification.

5.7.1. Screening of Applicants

In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, this agency will endeavor to screen applicants as thoroughly and fairly as possible.

Such screening will apply to all members of the household who are 18 years of age or older.

Procedure:

A request for criminal-records check will be sent to the Nacogdoches County Sheriff's Department or the Texas Department of Public Safety.

The family members' names will be checked against the state list of registered sex offenders.

A landlord referral form will be sent to the applicant's current and, if applicable, most recent past landlord.

A home visit will be conducted for those applicants that have no landlords or whose landlords do not return the referral form.

Housing Authority and HUD records will be check for past participation in Public Housing or assisted housing programs.

5.7.2. The PHA May Deny Families With Members Who:

- a) as an adult family member during any previous tenancy from which a debt occurred, have not paid that outstanding debt owed the PHA or another entity from that previous tenancy under any Federal housing assistance program
- b) have previously been evicted from public housing or have had or is having a public housing lease terminated or refused renewal for serious or repeated violations of the lease...
- c) committed acts that would constitute fraud in connection with any federally assisted housing program.
- d) did not provide information required within the time frame specified during the

application process.

- e) have a history of drug-related criminal activity or violent criminal activity. (The PHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in drug-related or violent criminal activity, regardless of whether the family member has been arrested or convicted.)
- f) are subject to a lifetime registration requirement under a state sex offender registration program.
- g) have a history of not meeting financial obligations, especially rent.
- h) have a record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety or welfare of the other residents.
- i) have a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity that may adversely affect the health, safety or welfare of other residents.
- j) during the interview process, demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.
- k) have not properly completed all application requirements, including verifications. (Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.)
- l) as adults, have refused to sign a release allowing the PHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. (If the PHA uses the information to deny or terminate assistance the PHA must provide a copy of the information used in accordance with Criminal Records Management Policy.)
- m) were adult former Public Housing or Section 8 participants who vacated the unit in violation of the lease.
- n) were adult former Section 8 participants whose assistance was terminated for violations of family obligations under the program.
- o) are illegally using a controlled substance or abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- p) have been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a public housing project. (Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.)

Note: The above list is not intended to be all-inclusive. Applicants may be denied admission if the PHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

A handicapped applicant who does not meet the screening criteria will not be denied participation if they can meet the criteria through "reasonable accommodation".

5.8. Criminal Records Management

- a) All criminal records received will be maintained confidentially, not misused, or improperly disseminated, and the utmost security will be maintained.
- b) All criminal reports, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the Executive Director.
- c) Misuses of the above information by any employee will be grounds for termination of employment. Legal penalties for misuse are contained in Section 411.085 of the Texas Government Code.
- d) If it is determined that the criminal history report does not contain information that would result in denial of assistance it shall be shredded as soon as the determination has been made. If the applicant or tenant is denied assistance, the criminal history report shall be shredded immediately upon completion of the hearing or due process procedures and a final decision has been made.
- e) The agency will document in the applicant's or tenant's file the circumstances of the criminal report and the date the report was destroyed.
- f) If information is revealed in the criminal history record that would cause the agency to deny assistance to the household, the agency shall provide upon request, a copy of the record to the person for whom the record was received.

5.9. Terms Of Denial Of Assistance

As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of the personal declaration, unless otherwise provided for herein below:

A. Denied admission for one (1) year for the following:

- Past rental record
- Bad rent paying habits
- Bad housekeeping habits, in and outside the unit
- Damages to dwelling units
- Disturbances
- Unauthorized residents
- Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

B. Denied admission for five (5) years for the following:

- An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act for arrests, and completion of sentence and/or probation period for convictions.
- Giving intentionally false information on the application.
- Illegal drug use. The PHA can waive this requirement if: the person demonstrates to the PHA's satisfaction successful completion of a rehabilitation program approved by the PHA.

C. Denied admission for ten (10) years for the following:

- Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related or violent criminal activity. (For a ten-year period beginning on the date of such eviction.)
- Persons terminated from Section 8 rental assistance because of violations of family obligations. (For a ten-year period beginning on the date of such termination.)
- Persons evicted from public housing because of fraud. (For a ten-year period beginning on the date of such eviction.)
- Conviction for Drug Trafficking.

D. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

E. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of a public housing project.

Note: As noted above these time frames are only guidelines and the PHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation.

5.10. Violence Against Women Act

That an applicant has been a victim of domestic violence, dating violence, or stalking as defined under Section 18.4 is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant.

5.11. Informal Hearing If Denied Admission

If an applicant is denied admission, the PHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting (in writing) with the PHA. A PHA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting. Once an applicant has been denied and been given an informal review, if the denial is upheld at the review the applicant is not entitled to another informal review until after the term of denial has passed, no matter if he reapplies. The applicant will be informed of this term of denial during the informal review and in writing.

6. APPLYING FOR ADMISSION

6.1. General Policy

Applications are taken to compile a Record of Applicants/Community Wide Waiting List for all Public Housing owned or operated by the PHA.

The application process is undertaken in two phases: an application is taken first. When the application nears the top of the waiting list based on date and time submitted and the PHA anticipates a vacancy in the bedroom size needed, a personal declaration is completed and the information provided is verified.

6.2. Opening / Closing Of Application Taking

The PHA will utilize the following procedures for opening the waiting list:

When the PHA opens the waiting list, the PHA will advertise through public notice in the newspaper, and to other organizations as follows:

The Daily Sentinel, NAACP, Independence Manor, Oakhill Plaza, Eastwood Terrace, Mayor's Committee on People with Disabilities

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for section 8.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, the PHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the Grounds For Denial Of Admission 5.7 section of this Admissions & Occupancy Policy.

The PHA may stop applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The PHA may open or close the waiting list for specific bedroom size units and type of units (i.e. elderly or handicapped).

The PHA will announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months. The PHA will give at least 3 days' notice prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by date and time.

When the waiting list is open, applications may be made in person at the PHA office at 715 Summit Street Nacogdoches, Texas between the hours of 12:00 p.m. to 5:00 p.m. Monday through Thursday except on holidays or may be mailed to applicants who are unable to apply in person. Applications are date and time stamped when returned to the PHA, fully completed and signed by the applicant family's head of household.

Individuals who have a physical impairment that would prevent them from making application in person may call the PHA to make special arrangements to complete their application.

The PHA may also take applications at designated outreach sites as it determines necessary to comply with special outreach efforts.

Any family requesting an application will be given the opportunity to complete one regardless of race, color, religion, sex, national origin, age, handicap or familial status, as long as the waiting list is open and the PHA is accepting applications.

6.3. Application Procedures

The PHA will utilize a basic application form. The information is to be filled out directly by the applicant whenever possible.

The purpose of the application is to preliminarily assess family eligibility or ineligibility and to determine placement in the application pool.

The application will contain this basic type of information:

- Names and ages and Social Security numbers of all family members who are expected to reside in the public housing unit if selected.

- Race & ethnicity of family.

- Sex and relationship of members.

- Address and telephone numbers

- Amount and source of all income and assets.

- Information on whether the family would like to be considered for barrier-free unit, a unit modified for sight and hearing impaired, or a unit designated for an elderly family.

Notification of the requirement to submit evidence of citizenship or eligible immigration status or to elect not to contend that one has eligible immigration status shall be presented with the application in the form described in 24 CFR Part 5 Subpart E and, when feasible, in a language that is understood by the applicant if not proficient in English.

Once the application is complete, the PHA staff that is thoroughly acquainted with the eligibility criteria will assess the applicant's eligibility or ineligibility based on the unverified information provided.

The information on the form will not be verified until the client has been selected from the application pool for final processing. Final eligibility and placement on the list will be determined when the personal declaration and interview process is completed and verified.

6.3.1. Adding New Family Members To The Application

Adult members that are not identified at the time of the application will not be later added to the application unless they are the spouse of the family head (and were married after the application was received) or are needed to provide a reasonable accommodation for a disabled member of the household. Minors added by birth, adoption or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to the PHA. All individuals added to the household

are subject to HUD's eligibility and the PHA's suitability standards. The PHA will not approve the addition of adults to a client family if the adults do not pass the criminal history screening. Notification Of Preliminary Eligibility Status

Based on the information on the application, if the family is preliminarily determined eligible, the applicant will be promptly notified of the probable date that they may be offered assistance. The PHA communication will in no way lead applicants to believe that the estimated date of assistance is exact, but will stress that the estimated date is subject to several factors that are beyond the PHA's control (i.e., unit turnover, funding, etc.).

This information with respect to eligibility (and time period to be offered assistance) will be put in writing and mailed to the applicant or given to the applicant at the time the application is submitted.

Ineligible applicants will be promptly notified in writing detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

6.3.2. Selecting Applicants For Full Verification

When there is anticipated assistance available within 120 days for an applicant, an interview letter will be sent with a scheduled date and time for the applicant to come in and begin the verification process. The scheduled interview will be at least 6 calendar days from the date of the letter. The applicant will be allowed to contact the PHA before the interview date and reschedule if unable to make the original date. If the applicant does not show up for the interview or rescheduled interview they will be removed from the waitlist and must re-apply when applications are being taken. They will be allowed to request an informal review of the removal from the waitlist if they request the review within ten days of the missed interview date. We will attempt to have this process completed before a unit is offered. However because of the need to fill units quickly, during the ten days allowed for requesting a review, the unit may be offered to the next applicant who did not miss their interview. If the review allows for the applicant to be put back on the list they may be offered the next available unit.

Application interview procedure

All adult family members are required to attend the interview and sign the verification release forms and personal declaration. Exceptions may be made for persons with physical disabilities, if attending will create a hardship.

The applicant will be asked, in their notice to attend the interview, to bring documentation of family composition (i.e. birth certificates, social security cards, driver's license), and documentation concerning eligible immigration status as designated in 24 CFR Part 5 Subpart E. All adult family members will certify that they intend to reside in the household for at least six months and share resources as a stable family. During the interview the head of household must complete the personal declaration form as to family composition, assets and income.

Verification of Personal Declaration Information

Information provided by the applicant will be verified including information on residency, family composition, income, assets, allowances and deductions, full time student status, eligible immigration status and other factors relating to eligibility before the applicant is offered a Public Housing unit. The Executive Director will establish

verification procedures acceptable to HUD and revise those procedures as needed. Eligible immigration status shall be verified in accordance with 24 CFR Part 5 Subpart E.

6.3.3.Final Determination And Notification Of Eligibility

After the verification process is completed, the PHA makes its final determination of eligibility, based on those factors under Section 5ELIGIBILITY FOR ADMISSION, Eligibility for Admission, utilizing the verified data at this point in time. The household is not actually eligible for Public Housing until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list. Because HUD can make changes in rules and regulations, it is necessary to make a final eligibility determination. Also, family circumstances may have changed between initial application and final eligibility determination. If at any time the PHA discovers an applicant to be ineligible, the applicant will be notified in writing and given an opportunity for an informal review in accordance with Section 19.1.

7. MAINTAINING THE WAITING LIST

7.1. Application Pool

An application pool will be maintained in accordance with the following factors:

1. The application and verified personal declaration will be a permanent file.
2. The pool will be maintained by the date and time the application was received by the PHA, **completed and signed**.
3. All applications must meet “Low Income” eligibility requirements as established by HUD and posted in the PHA office. The HUD Field Office must have previously approved any exceptions to these requirements.

The PHA will update the waiting list monthly. Any applicant who has not updated in writing or in person at the office of the PHA in the past 12 months will be removed from the application pool and their file placed “inactive”.

7.2. Waiting List Preferences

After conducting a Public Hearing and considering any comments, the PHA declines to have any preferences at this time.

7.3. Maintaining The Waiting List

After the preliminary eligibility determination has been made, applicants are placed on the waiting list in order of date and time the application was received by the PHA **completed and signed**.

The PHA will maintain an accurate waiting list that conforms to HUD requirements.

The waiting list will provide the following information on households who have submitted a completed application:

1. Name of head of household;
2. Date and time the application was received completed and signed
3. Race & Ethnicity code
4. Designation of eligibility or ineligibility

5. The bedroom size needed based on the Occupancy Standards under Section 10.
6. Date of each offer of unit and unit offered
7. Date offers are accepted
8. Date of any offers rejected and withdrawn applications
9. Specific reasons for any rejection or withdrawal

7.4. Updating The Waiting List

The PHA will update the waiting list monthly to ensure that it is current and accurate.

If an applicant has not contacted the PHA within the past 11 months the PHA will mail a notice to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list. If the applicant did not notify the PHA of a move as required, the PHA will not be responsible for the applicant's failure to receive the update request.

The request letter will include a deadline date (which will be at least 12 months from the last update by the applicant) by which applicants must contact the PHA of their continued interest, by mail, or in person. No updates will be accepted by telephone because of false information from people claiming to be applicants.

The deadline will give the applicant at least ten days from the date of the notice to respond. If the applicant fails to contact the PHA by the deadline date, the applicant's name will be removed from the waiting list. The PHA does not accept responsibility for mail delays.

If the applicant is no longer eligible based on the updated information they will be promptly notified and given an opportunity for an informal review.

7.5. Order Of Selection For Application Interview

Interviews for completion of a personal declaration are scheduled as follows based on the Public Housing units vacant or anticipated to be vacant:

The first criteria will be by bedroom sized needed according to the Occupancy Standards set out in Section 10.

The second criteria, if the unit is barrier-free, or designated for elderly families, will be those claiming eligibility for these units.

The third criteria will be the date and time of the application.

7.6. Removal From The Waiting List

If an applicant cannot attend the scheduled interview they may re-schedule. If they miss their originally scheduled interview and have not re-scheduled or miss their re-scheduled interview, they will be considered no longer interested and be removed from the waiting list.

8. TENANT SELECTION AND ASSIGNMENT

8.1. Policy

It is the PHA's policy that each applicant will be assigned his/her appropriate place on one Community-Wide Waiting List in sequence based upon date and time the application is received, type and size of unit needed. Exceptions will be permitted only to comply with

Court Orders, Settlement Agreements, or when approved in advance by the HUD Office of Fair Housing and Equal Opportunity.

8.2. Method of Applicant Selection

- A. The PHA will first match the characteristics of the applicant to the unit available, including size, type and special features of the unit (e.g., accessible) and any priorities for admission required for designated or mixed population housing.
- B. Further, in the selection of a family for a unit with accessible features the Authority will give priority to families that include a person with disabilities who can benefit from the unit features. (24 CFR 8.27)

8.3. Assignment Plan

- A. The selection and assignment of applicants to suitable housing will assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, age, familial status, national origin, or disability.
- B. As many as five qualified applicants first in sequence on the Waiting List will be made an offer of a unit of appropriate size. If more than one unit of the appropriate size is available, the first unit offered will be the one that will be ready for occupancy first.
- C. The unit will be leased to the first applicant to accept the unit out of those who were offered the unit. Accepting the offer means signing a lease (which can be dated effective in the future for current landlord notice requirements) and paying the security deposit. The other applicants who were offered the unit will remain on the waiting list for the next appropriate available unit.
- D. If none of the applicants who were offered a unit accepts the offer within seven calendar days of the offer date, all of them will be removed from the Waiting List with an opportunity for an informal review.
- E. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the PHA, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion, or national origin, the applicant will not be dropped from the Waiting List.
- F. Examples of good cause reasons for refusal of an offer include, but are not limited to:
 - 1) verified reasons the location would place a family member's life, health or safety in jeopardy.
 - 2) a health professional verifies temporary hospitalization or recovery from an illness or need for a live-in aide to care for the principal household member
 - 3) unit is inappropriate for applicant's disabilities, or the family does not need the accessible features offered by the unit; does not want to be subject to a 30-day notice to move.

8.4. Dwelling Units with Accessible / Adaptable Features

- A. Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:
 - 1) First, to a current occupant of another unit of the same development, or other

public housing development under the PHA's control, having a disability that requires special features of the vacant unit (transfer)

- 2) Second, to an eligible applicant on the Waiting List having a disability that requires the special features
- B. When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to sign an agreement to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

8.5. Deconcentration Rule And Income Targeting

In its assignment of units, the PHA will, to the maximum extent possible, avoid concentration of the most economically and socially deprived families in any one or all of its developments, in an attempt to achieve a broad range of incomes.

- A. Applicants will be grouped according to the following priorities based on income ranges:
- 1) Priority 1: Families with incomes between 0% and 30% of the area median income
 - 2) Priority 2: Families with incomes between 31% and 80% of the area median income (target is 60% of admissions)
- B. As required by the Quality Housing Responsibility Act of 1998, at least 40 percent of the families admitted during the fiscal year must be admitted from Priority 1. In order to ensure that at any given time the PHA has not fallen below the required 40%, the following test will be performed prior to each new admission:
- 1) Determine total number of admissions since start of the fiscal year
 - 2) Add one to this total (the applicant about to be housed)
 - 3) Determine number of families housed to-date with incomes at or below 30% of median
 - 4) Divide 3) by 2)
 - a) if the result is .40 or greater, next admission may have an income greater than 30%
 - b) If the result is less than .40, the next admission must have an income at or below 30% of median.
- C. In order to prevent or correct concentrations of the lowest income families in any one project or portion of project, the PHA may skip over a Priority 1 family on the Waiting List in order to house a Priority 2 family with higher income.

NOTE: The PHA may reduce the 40 percent target for public housing by exceeding the 75 percent minimum targeting requirement for admission of extremely low-income families in the PHA's Section 8 voucher program, not to exceed the lowest of the following: ten percent of the public housing waiting list admissions; ten percent of the Section 8 waiting list admissions; the number of low-income families (other than extremely low-income families) that lease public housing units in high-poverty census tracts, defined as those with a poverty rate greater than 30 percent.

Initial, Waiting List management, screening and offers of housing will be made from the central PHA office. The PHA will maintain a record of units offered, including location,

date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

9. TRANSFERS

The PHA will maintain a list of families (by number of bedrooms) that need to be transferred.

The family name shall be placed on this list on the day the PHA becomes aware of family composition change or other circumstances requiring a change.

Families that are under housed will be given priority over families that are over housed.

Families needing special consideration because of a disability will be accommodated before under and over housed families, whenever possible.

Emergency and certain administrative transfers will take priority over new admissions, as follows:

1. condition of the unit poses an immediate threat to the resident's life, health or safety, as determined by the PHA. Examples are:
 - (a). defects hazardous to health or safety need to be repaired
 - (b). verified medical problems of a life-threatening nature need to be alleviated
 - (c). threat assessment by a law enforcement agency that a family member is in danger of attack by criminal element or subject to hate crimes in a particular property or neighborhood
2. unit is slated for modernization
3. individuals needing an available unit that is accessible or adapted for use by handicapped or disabled

The PHA will not require a family residing in a unit too large for its needs to transfer into a smaller unit unless the Waiting List reflects a need for the occupied unit.

Residents will receive one offer of a required transfer. Refusal of that offer without good cause may result in lease termination. The "good cause" standard that is applicable to new admissions will also apply to transfers.

Residents will be transferred to a dwelling unit of equal size, either within a location or site or between locations or sites only to alleviate hardships as determined by the PHA.

Any transfers not required by the PHA must be requested in writing to the PHA office. The written request will be date and time stamped when received. The PHA will use the policies in this section and in the Occupancy Standards Section 10 to determine whether to allow the transfer. If the transfer is denied, the resident will be promptly notified and may follow the Grievance Procedures posted in the PHA office.

All the costs to the family associated with transfers to correct occupancy standards will be the responsibility of the family.

Except for any additional security deposits that may be required, the PHA will bear the reasonable cost of emergency and certain administrative transfers, and transfers to allow "reasonable accommodation" to handicapped or disabled residents. The resident will bear the cost of any other type of transfer allowed or required. Reasonable cost will be based on the unit size being moved into and a \$7.50 per hour per worker rate as follows:

Bedroom size	Reimbursement	Based on
1	\$ 30	2 workers for 2 hours
2	\$ 60	2 workers for 4 hours
3	\$ 90	2 workers for 6 hours
4	\$120	2 workers for 8 hours

For those emergency and certain administrative transfers, and transfers to allow “reasonable accommodation” to handicapped or disabled residents the PHA will also reimburse the normal transfer fee charged by the gas, electric and water utilities as required. The transfer fee charged for telephone and cable TV will also be reimbursed if the resident had those services in their old unit at the time of transfer. If a family transfer results in an increased required security deposit, the previously collected security deposit will be applied to the increased security deposit, and the family will pay the difference of the increased amount within a reasonable time. If the family transfer results in a decreased required security deposit the PHA will reimburse the family for the difference between the decreased amount and the previously collected deposit within 30 days.

10. OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with occupancy standards set forth in this Section. However, in the event that there are units that cannot be filled with families of appropriate size and type after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size will be housed. In such case the families will be transferred to units of the proper size as soon as possible in accordance with the Transfer Procedures in Section 9.

The occupancy standard will determine the bedroom size designation on the waiting list and transfer list.

In determining the family size, every family member who will be living in the public housing unit, including unborn children and children temporarily absent are counted as a person.

These general guidelines are used in determining unit size assigned:

DWELLING UNIT SIZE	MINIMUM # PERSONS IN HOUSEHOLD	MAXIMUM # PERSONS IN HOUSEHOLD
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	5	8

These 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.

If the PHA determines that the unit size is no longer suitable for the family based on the maximum and minimum standards above, the family will be required to transfer in accordance with the Transfer Procedures in Section 9.

It is not the intention of the PHA to determine which family members may share a bedroom; however unit size will generally be assigned as follows:

1. Two bedrooms for a two-person family other than husband and wife.
2. Sufficient bedroom size so that family members of opposite sex, except spouses or significant others will not be required to share a bedroom.
3. Sufficient bedroom size to allow for a separate bedroom for a PHA approved live-in aide.
4. Sufficient bedroom size, as determined by verified medical reasons that may require a family member to have a separate bedroom.
5. Sufficient bedroom size to not require adults other than spouses or significant others, to share a bedroom.
6. Sufficient bedroom size to not require two family members whose age difference is greater than 5 years, other than spouses or significant others, to share a bedroom.
7. Sufficient bedroom size not to require the living room to be used for sleeping purposes.

The PHA may assign larger bedroom size units for other documented and verified circumstances regarding, age, sex, or handicap as needed and requested by the family.

The PHA based on individual family needs, will determine assignments of families within the unit ranges indicated above.

11. FAMILY COMPOSITION, RESIDENCE, AND INCOME CONSIDERATIONS

11.1. Adding Family Members To The Lease

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment. Reasonable accommodation for family members with a disability may allow for written or telephone reporting of changes.

Except for the birth, adoption or court awarded custody of a child; the family must receive permission from the PHA, in writing, before allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease assistance can be terminated.

Except in cases of a reasonable accommodation to a current family member with a disability, the PHA will not allow any other person to be added to the family unless the person is married to the head of household or is another adult increasing the household income and intending to share resources.

The PHA will use the same screening criteria as for applicants under Section 5 and the Occupancy Standards in Section 10 to determine whether or not to allow the person to be added to the lease.

11.2. Principal Place Of Residence:

If all family members are absent from the household for more than 3 consecutive months, or more than 120 days in a 12 month period, the unit will not be considered to be their principal place of residence and they will be terminated from the program. No family

member may reside in another subsidized dwelling while absent. Except as stated under Sections 11.3.1 and 11.3.5 no family member may lease, rent, or contract for a separate residence or dormitory for a term greater than 3 consecutive months or 120 days in a 12 month period. The family must report in advance to the PHA in writing if all family members will be absent from the dwelling for 30 consecutive days or more or if any member will lease, rent or contract for another residence or dormitory for 30 consecutive days or more.

11.3. Family Members Vacating And Other Considerations

11.3.1. Sole Member of Household:

If the sole member of the household has to leave the household for more than 3 consecutive months, the unit will not be considered to be their principal place of residence and they will be terminated from the program, unless the resident requests an extension for medical reasons by submitting documentation from a reliable medical source that s/he will return within a total of 6 months (an additional 3 months). If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent. If they are temporarily confined, they will not be considered permanently absent. In no event, however, will the unit be considered their principal place of residence when they are out of the household for more than 6 months.

11.3.2. Spouse or Significant Other:

If the a spouse or significant other leaves the household and will be gone for 6 months or more of the re-certification period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease. An exception would be a spouse on active duty in the military. A military spouse will be considered temporarily absent.

If a spouse or significant other leaves the household and the period of time is estimated to be less than 6 months, the family member will be determined temporarily absent unless one of the situations below occurs.

If the husband or wife files for divorce, the person who leaves the household will be considered permanently absent.

If the spouse or significant other is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

11.3.3. Other Adult:

If any other adult goes into the military and leaves the household, they will be determined permanently absent unless that adult's spouse or dependent remains in the unit. In that case the military adult will be considered temporarily absent.

11.3.4. Single Parent:

If there is a one parent home and the children are taken away from the parent because of abuse, but after counseling the children will be returned, the PHA will try to find out from Social Services how long it will be before the children will return. The parent will retain his/her eligibility as a remaining member of the resident family. S/he may have to

transfer to a different size unit. To determine whether and when the bedroom size should be changed, the case should be taken to the Public Housing Manager who will use an approximate time of three months as a guide, depending on the individual circumstances and verification provided.

If a single parent leaves the household and if another adult is brought in to take care of the children while the parent is away, the family may not be terminated if the head of household has not violated the lease. The head of household must request and get approval from the PHA to add this adult as a family member. A change in family composition will be made if the stay is longer than the visitor provision defined in the lease.

11.3.5. Students:

A student (other than a head of household, spouse or significant other) who attends school away from home but lives with the family during school recesses may be considered permanently absent (income not counted, not on lease, not counted for unit size) or temporarily absent (income counted, on lease, counted for unit size) at the family's option.

An adult may be designated a full time student between regular spring and fall semesters if they certify as to their intent to register as a full time student for the upcoming fall semester and they were a full time student during the most recent spring semester. If they fail to register as full time any employment income that was not used in calculating TTP because of their full time student designation will be counted retroactive to the date it would have been counted and any over payment of assistance as a result must be reimbursed by the family.

11.3.6. Joint Custody of Children:

Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

11.3.7. Visitors:

Any person not included on the HUD 50058 and Lease who has been in the unit more than 3 consecutive days a total of 6 days in one month without PHA written approval, or a total of 72 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the PHA staff will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose shall be construed as verification of unauthorized residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA may terminate the lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household as long as they have written permission from the PHA and the head of household still claims them as visitors.

11.3.8. Reporting to the PHA:

The family will need to declare a member's status as permanently or temporarily absent in writing to the PHA and within ten calendar days of a change in status. The PHA will advise the family at that time, or at reexamination, what the options are and how it might affect the Total Tenant Payment or the unit size.

The family should be counseled at initial leasing and at reexamination on the effect of the permanently/temporarily absent policy on income.

11.3.9. Temporarily Absent Family Member's Income:

Income of temporarily absent family members is counted.

A temporarily absent individual on active military duty will be removed from the household, and his or her income will not be counted unless that person is the head of household, spouse, or co-head.

- (a). However, if the spouse or a dependent of the person on active military duty resides in the unit, that person's income will be counted in full (except hazardous duty pay when exposed to hostile fire), even if the military member is not the head, or spouse of the head of household.
- (b). The income of the head, spouse, or co-head will be counted even if that person is temporarily absent for active military duty.

11.3.10. Income Of Person Permanently Confined To Nursing Home:

If a family member is permanently confined to the hospital or nursing home, and there is a family member left in the household, the PHA will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent above)

11.4. Annualizing / Averaging Income:

There are two ways to figure income when the income is not received for a full year:

Annualizing current income (and subsequently conducting an interim reexamination if income changes); or

Averaging known sources of income that vary, to compute an annual income (no interim adjustment is made if income remains what was calculated).

The PHA will use the Averaging income method for all families unless the Public Housing Manager approves a deviation.

Last year's income could be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three months' of income are representative of the income that may be anticipated for the next year, such as overtime worked when the employer cannot

anticipate how much overtime the family member will have over the next year, the last three months may be used to anticipate the income.

If the last three months' of income are not representative of the income that may be anticipated for the next year, such as overtime worked only at Christmas, the overtime worked for the entire year will be used to anticipate income.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the Tenant Rent every month.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

At reexamination, the PHA can use last year's income, if the income cannot be anticipated for the coming year, and average.

11.5. Regular Contributions And Gifts:

Regular contributions and gifts received from persons outside the household are counted as income if valued at more than \$25 per month.

This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

It does not include casual contributions or sporadic gifts.

11.6. Alimony And Child Support:

Regular alimony and child support payments are counted as income.

If the child support is not received on a regular basis, the PHA must count the amount of child support in the divorce decree or separation agreement unless the PHA verifies that the income is not provided.

In order to calculate with any other amount than the amount in the award, the PHA must obtain a certification from the resident as to how much is being received on an annual basis, plus they must have documentation in the file that the family has filed with the agency responsible for enforcing the payments.

When a printout is received (from the Attorney General's office, for example, for the prior 12 payments), the PHA will use the amount received over the last 12 payments if no projection of anticipated income can be made.

11.7. Lump Sum Receipts:

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), social security benefits, capital gains and settlement for personal or property losses are not included in income. Lump-sum payments caused by delays in processing periodic payments (unemployment, or welfare assistance but not social security benefits) are counted as income.

Treatment of accumulated periodic payments because the income was deferred due to a dispute is handled no differently than periodic payments that are deferred because of processing problems.

PHAs may develop a calculation method that calculates retroactively or prospectively, as

long as they get the full rent out of it.

The calculation will be done prospectively for families who report the lump sum amount on a timely basis.

If the lump sum amount is received and reported so that it results in an interim adjustment, it will be calculated as follows:

The entire lump sum payment will be added to the rest of the annual income at the interim;

The PHA will determine the percent of the year the interim represented (3 months would be 25% of the year, leaving a 75% balance);

At the next annual reexamination, the PHA will take 75% of the lump sum and add to the rest of the annual income;

The lump sum will be used in the same method for any interims that occur prior to the next annual reexamination.

If the family does not report the lump-sum payment in a timely manner, the lump sum amount will be calculated retroactively in this way:

The PHA will calculate the lump sum retroactively; going back to the date the lump-sum payment was to be considered, as long as that date is not prior to program participation.

If the lump-sum payment started 5 months ago, for example, the entire lump-sum amount is added to the Annual Income in effect 5 months ago and the Total Tenant Payment and Tenant Rent are recalculated. The new Tenant Rent is taken times the number of months that had elapsed until the current calculation and the difference between what was paid and what should have been paid is determined.

At the PHA's option, the tenant will enter into a Repayment Agreement or be required to pay the entire amount at this time unless the entire payment represented an onerous burden on the family.

11.8. Assets Calculations

In calculating the value of cash and cash equivalent asset accounts the PHA will use the average balance for the past 3 months.

11.9. Assets Disposed Of For Less Than Fair Value

The PHA must count assets disposed of for less than fair market value during the two years preceding examination or reexamination. The PHA will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value. HUD does not specify a minimum threshold for counting assets disposed of for less than Fair Market value, but allows PHAs to establish a threshold that will enable them to ignore small amounts such as charitable contributions.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$2000. If the total amount of assets disposed of within a one-year period is less than \$2000, they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one-year period is more than \$2000, all assets disposed of for less than Fair Market value minus \$2000 will be counted as assets for two years from the date the asset was disposed of.

11.10. Child Care

Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable the child's parent, foster parent or guardian to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed.

If a child becomes thirteen (13) years of age between annual certifications an interim change in TTP will not be made removing the childcare expense unless the family requests a recalculation of TTP.

The PHA will not normally determine childcare expenses for a child as necessary when the household contains an additional parent, foster parent or guardian of that child who is physically capable of caring for that child and is not working, actively seeking employment or furthering his/her education. The head of household must document the disability/handicap that prevents the parent, foster parent or guardian from providing childcare.

Childcare deductions will not be given for attending a private school, rather than a public school. However, if the private school also provides day care or after-school care, in addition to regular school hours for school-age children, the after-hours care can be counted as a childcare deduction, as long as the family is eligible for the childcare deduction.

The following will be used as the reasonableness standard for childcare deductions:

The maximum childcare deduction allowed to work will be based on the amount earned of the child's parent, foster parent or guardian enabled to work as designated by the family.

Because of the requirements of childcare facilities and travel and study time, the PHA will allow the cost of full time childcare for the parent, foster parent or guardian enabled to further his/her education or actively seeking employment.

Those claiming the deduction for actively seeking employment will be required to register with the Texas Workforce Commission.

Rate of Expense:

The PHA will annually survey the local daycare providers in the area/community to determine a reasonableness standard. The determination will be made a reasonable weekly or monthly rate.

11.11. Medical Expenses:

To anticipate medical expenses, third party information will be solicited from the applicant's or participant's doctors, pharmacies, hospitals, dentists, clinics, etc. The verification forms will request anticipated medical expenses for the next 12 months and any outstanding medical bills with the average payments made toward those bills. The anticipated medical expenses minus any amounts to be paid by insurance, plus average payments made toward outstanding bills for a 12 month period or the pay out of the bill whichever is less, will be used to project the medical expenses. Pharmacies may provide a listing of the medications purchased during the past 12 months and a projected average for the next 12 months will be calculated based on those figures. Any amounts paid toward medical insurance as verified by a copy of the in force policy will also be projected for 12 months and added to the anticipated medical expenses as well as the amounts

paid toward Medicare as verified by the Social Security Administration.

Non-prescription medication must be doctor recommended with a recommended dosage in order to be used as a medical deduction.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

12. DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

12.1. Choice Of Rent / Determination Of Rent

The amount payable monthly by the family as rent to the PHA is the rent selected annually by the family from the below options. To assist the family in making an informed choice the PHA will provide the family information on the dollar amount of tenant rent under each option and on the PHA policy for switching type of rent due to financial hardship (as defined under Section 12.7):

12.1.1. Flat Rent

Amount of tenant rent based on the market value of the unit. The market value is determined by applying the Section 8 rent reasonable values to the public housing units on an annual basis, then comparing the results to the HUD-published Fair Market Rents taking into account the utility allowances for the units. The lower amount of the compared calculations will be used as flat rents. If the resident chooses the flat rent method, the amount charged will be according to unit size and is attached as **APPENDIX "A"** to this document. The flat rent schedule in effect at the time of the annual lease will be used and that amount will be used for the entire 12 months of the lease and renewals up to three years, even if the flat rent schedule is changed by annual review.

If the PHA determines that the family is unable to pay the flat rent because of financial hardship, the family's rental payment will be immediately switched to income-based rent at the family's request.

12.1.2. Income-based Rent

Amount of tenant rent as calculated in accordance with HUD regulation based on the income of the family minus exclusions and allowable deductions.

12.2. Annual Re-Examination

- A. Families will be required to provide information on income, assets, allowances and deductions, and family composition at least annually, except in the case of those that choose Flat Rent which will be every three years for income, assets, allowances and deductions and each year for family composition. Verifications acceptable to the PHA shall be obtained and determinations made. In the event of failure or refusal of resident to report the necessary information, the PHA may terminate the Lease. This reexamination shall be done not less than 60 days or more than 120 days from the anniversary date of the Lease.
- B. Records shall be maintained to insure every resident being reexamined within a twelve-month period.
- C. Upon completion of reexamination and verification, resident shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following:

(A copy of such notification is to be retained in the resident's file.)

- 1) Any change in rent and the date on which it becomes effective.
 - 2) Any change required in the size of dwelling unit to be occupied.
 - 3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
 - 4) The income based calculated rent and the amount of the flat rent. The family shall elect, in writing, their choice.
- D. In the event of change in resident circumstances resident will: execute a new Lease if required to transfer, amend household members on the first page of the Lease specifying the changes if any, or accept a Notice of Rent Adjustment as an amendment if needed.
- E. If the PHA determines that the size of the premises is no longer appropriate for resident's needs the resident may be required to transfer to another unit as outlined in the Transfer Procedures.
- F. If a transfer to another unit occurs a new lease will be executed the initial term of which will end at the anniversary date of the previous lease.

12.3. Interim Redetermination Of Rent

- A. The family must receive permission from the PHA, in writing, before allowing any person not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and may be evicted.
- B. Changes in family composition or income between annual reexaminations will not be used to recalculate Tenant Rent unless the family requests a recalculation to reduce the rent.
- C. Even though an increase in earned income would normally not be used to increase the Tenant rent between annual reexaminations the exclusion period for those individuals eligible for Earned Income Disregard will start the first of the month following the start of the disregarded earned income. In order to track Earned Income Disregard, changes in family income between annual reexaminations must be reported in writing within 10 calendar days of the change. In order for a decrease in TTP or Tenant Rent to occur based on reduction of the family income or increase in expenses, the family must request the decrease and document that the Average Yearly Projected Income minus the allowable deductions will be less than was calculated at the annual reexamination.
- D. Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations.

Exceptions:

- 1) Families with zero income; will be reexamined every 90 days.
- 2) Families whose annual income cannot be projected with any reasonable degree of accuracy; will be reexamined not less than every 90 days
- 3) Changes may occur if an error was made at admission or reexamination (and family will not be charged retroactively for errors made by housing personnel).

- 4) Changes may occur if the family's rent was based on false or incomplete information supplied by the family (and the family will be charged retroactively and may have lease terminated).
 - 5) If at any time after the annual reexamination, the family requests a recalculation of TTP that results in a reduction of the tenant rent, all subsequent changes in family income must be reported to the PHA within 10 calendar days of the change and may be used to increase rent. If the change in total family income is less than a gross amount of \$300.00 greater per month from the previous certification used for rent calculation, there will be no increase in tenant rent calculated.
 - 6) A temporary rent is required under Section 12.5 below.
 - 7) A special re-examination is required under Section 12.6 below.
 - 8) A minimum hardship exemption is requested under Section 12.7 below.
- E. Generally, decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change in circumstance was reported and verified if reported by the 1st working day after the 20th day of the month. If reported after that date, the change will be effective the first of the second month following the month in which the change occurs. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month
- F. Failure to report changes, as required, may result in the family being charged for overpayment of housing assistance and / or termination from the program.
- G. Resident agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).

12.4. Timely Reporting

12.4.1. Standard for Timely Reporting of Changes:

The standard for reporting changes for interim examinations in a timely manner is for the family to report the change within ten working days of the change.

If the resident does not bring the required information with them to the interview, they are asked to return with the documentation as soon as possible during that month. In addition, third party verification oral or written is utilized to verify the change.

If the resident does not return by the end of the month, the Total Tenant Payment is calculated when the verification is received.

12.4.2. Procedures When Reported in a Timely Manner:

The PHA will notify the family of any change to be effective according to the following:

The family will always be given a 30-day notice prior to the first of the month for a rent increase. Increases in the Tenant Rent are to be made effective upon thirty day notice, prior to the first of the month, so that the change is always effective on the first of the month, rather than some date within the month.

Generally decreases in the tenant rent are to be made effective the first of the month following that in which the change in circumstance was reported (if reported by the 1st

working day after the 20th of the month) and verified by the family secured documentation or third party verification. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month

The change may be based on the documentation the resident brought with them to the interview, followed up by the third party verification. Verbal confirmation by the resident will not be acceptable. If the resident does not bring the information with them, they will be requested to return with the documentation as soon as possible during that month.

12.4.3. Procedures When Not Reported in a Timely Manner:

If the family does not report the change within ten working days of the change, the family will be determined to have caused an unreasonable delay in the interim reexamination processing.

- **Increased Tenant Rent:**

The change will be effective on the first of the month thirty days following the processed change, and a repayment will be calculated retroactively to the date it should have been effective if the change were processed in a timely manner. If at an annual or interim interview, the resident does not report a change in family composition or income as required, the PHA may evict the resident for fraud.

- **Decreased Tenant Rent:**

The change will be effective on the first of the month following that in which the change in circumstance was reported (if reported by the 1ST working day after the 20th of the month) and verified by the family secured documentation or third party verification. If the resident does not come in during the month the change occurred and comes in at the beginning of the following month, the decrease cannot be retroactive to the first of the month. Deviation from normal effective dates is justified because of the resident's failure to supply the required report.

12.4.4. Procedures When Not Processed by the PHA in a Timely Manner:

"Processed in a timely manner" means that the change is effective on the date it would have been effective when the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates, using the required notice periods, the change is not processed by the PHA in a timely manner.

If the PHA staff does not process changes in a timely manner, the change will be effective on the first of the month thirty days following the processed change. In addition, if the change resulted in a decrease, an overpayment by the resident will be calculated retroactively to the date it should have been effective and a credit will be made to the resident.

12.4.5. Timing of Next Annual Re- examination:

In the event there is an interim adjustment completed, the next regular re-examination will be scheduled within a year from the last effective date of the annual re-examination of the family.

12.4.6. Changes in Family Composition:

All changes in family composition must be reported within ten calendar days of its occurrence.

12.5. Notice Of Temporary Rent

On occasions, the PHA is required to compute rent based on information that is supplied by the resident and third party information that has not or will not be provided by the employer. When this situation occurs the PHA will compute a temporary rent based on the information available. Once the information is verified the resident will be notified in writing. If an underpayment was made based on the information provided, the resident will have fourteen (14) days from the date of the PHA notification to pay the amount specified. If the resident has made an overpayment, that amount will be credited to the resident account. The Head of Household and Spouse (if applicable) and a PHA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the resident.

12.6. Special Re-Examinations

Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for ninety (90) days. The resident shall be notified, in writing, of the date of the special re-examination.
- B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
- C. Rents determined at special re-examinations shall be made effective as noted in this section.

12.7. Minimum Rent Hardship Exemptions

- A. The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing that is unable to pay because of financial hardship, which shall include:
 - 1) The family has lost eligibility for, or is awaiting an eligibility determination from 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 nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - 2) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
 - 3) The income of the family has decreased because of changed circumstance, including loss of employment.
 - 4) A death in the family has occurred which affects the family circumstances.
 - 5) Other circumstances which the PHA may decide on a case-by-case basis.All of the above must be proven by the Resident providing verifiable information in

writing to the PHA prior to the rent becoming delinquent and before the lease is terminated by the PHA.

- B. If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-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 PHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety-day period. This Paragraph does not prohibit the PHA from taking eviction action for other violations of the lease.

12.8. Exception To Rent Reductions - Reduction Of Welfare Benefits

If the resident requests an income re-examination and the rent reduction is predicated on a reduction in resident income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:

- A. Noncompliance with economic self-sufficiency program or;
- B. Work activities requirements or;
- C. Because of fraud.

Families, whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activity requirement, will not have their rent reduced.

12.9. Self-Sufficiency Incentives

A. LIMIT ON RENT INCREASES:

The annual income of a resident will not increase as a result of increased income due to employment during the 12-month period beginning on the date on which the employment is commenced. Eligible families are those that reside in public housing:

- 1) Whose income increases as a result of employment of a family member who was previously unemployed for one or more years. This includes a person who has earned, in the previous 12 months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
- 2) Whose employment income increases during the participation of a family member in any family self-sufficiency or job training program.
- 3) Who is or was, within 6 months, assisted under any State program for temporary assistance for needy families.

B. PHASE-IN OF RENT INCREASES:

Upon expiration of the 12-months period, the rent payable by a family may be increased due to continued employment of a family member except that for the 12-month period following expiration of the 12-month disallowance, the increase may not be greater than 50 percent of the amount of the total rent increase.

C. EARNED INCOME DEDUCTION:

In order to build a more economically diverse Public Housing population, to encourage

resident movement to the work place and make Public Housing more competitive with the Rental Assistance Programs, the PHA allows a deduction of \$1,000.00 per family per year of earned income from wages for Public Housing residents. A family that has less than \$1,000.00 in earned income will have that earned income reduced only to zero. Other types of income will not be reduced. During that period of time when the total earned income is not counted as a result of the phase-in procedures described in Paragraph B above, this deduction will not apply. Only after the phase-in has been completed and all earned income is counted, will the \$1000 deduction kick in. Full time students who have all but \$480 of income excluded under HUD regulation will not receive this earned income deduction.

12.10. Calculation Of Adjusted Family Income & Total Tenant Payment

Taking into account the Earned Income Deduction above, the Adjusted Family Income and Total Tenant Payment (TTP) is calculated in accordance with, and using or excluding any family income as designated by 24 CFR and any updates as published and distributed by HUD.

A computer programmed to make those calculations will make the TTP and Rent calculations. For mixed families, (those who have some members with citizenship status or eligible immigration status and some who do not contend to have citizenship status or eligible immigration status) 24 CFR Part 5 Subpart E will apply when calculating rent.

13. VERIFICATION PROCEDURES

13.1. General Policy

The PHA verifies family income, family composition, status of full time students, value of assets, and other factors relating to eligibility determinations before an applicant is offered a Public Housing unit and at least annually after admission (every three years for those families choosing Flat Rent).

The PHA also verifies citizenship and noncitizen eligible immigration status once for each family member in accordance with 24 CFR Part 5 Subpart E

The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed.

14. MISREPRESENTATION BY THE APPLICANT OR RESIDENT

If an applicant or resident is found to have made willful misrepresentations at any time which resulted in the applicant or resident being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/resident. If such misrepresentation resulted in resident paying a lower rent than was appropriate, resident shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the PHA may take such other actions as it deems appropriate, including referring the resident to the proper authorities for possible criminal prosecution.

15. LEASE EXECUTION AND RESIDENT ORIENTATION

15.1. Requirement To Attend

All adult family members are required to attend the lease execution and resident orientation when they are initially assigned a public housing unit. Exceptions may be made for adult family members who are temporarily absent. The lease execution will be scheduled within ten working days of the date of the offer to the applicant. If the applicant cannot be present at the scheduled time it is their responsibility to notify the PHA and re-schedule within the original ten days. If the applicant has not executed the lease within the ten working days after the offer of the unit the offer will be considered rejected.

15.2. Security Deposit Requirements

Before the lease is executed the applicant must provide the security deposit required by bedroom size as follows:

For units owned by the PHA:

ONE BEDROOM	\$ 150.00
TWO BEDROOM	\$ 200.00
THREE BEDROOM	\$ 225.00
FOUR BEDROOM	\$ 250.00

Anytime the security deposits are increased by amendment to this policy the current residents will not have to increase their security deposit unless they transfer to a new unit or are required to do so by Federal Regulation.

If a family transfer results in an increased required security deposit, the previously collected security deposit will be applied to the increased security deposit, and the family will pay the difference of the increased amount within a reasonable time. If the family transfer results in a decreased required security deposit the PHA will reimburse the family for the difference between the decreased amount and the previously collected deposit within 30 days minus any amounts due the PHA for rent or other charges outstanding.

After the resident has vacated the dwelling and the PHA has inspected the premises, the security deposit will be refunded to the resident, less any charges for:

1. All rents, late fees, maintenance and repair charges, or court costs which are due.
2. The cost of non-routine cleaning or repair of the premises or its equipment (no charge is made for normal wear and tear).
3. The cost of keys not returned to the PHA.

No portion of the Security Deposit will be refunded if proper notice of intention to vacate has not been given in accordance with the lease.

Unless the family is moving with Housing Choice Voucher or Homeownership assistance, no portion of the Security Deposit will be refunded if the family vacates the unit before the end of the initial or any successive twelve month term.

The deposit will be refunded by mail to the forwarding address, provided by the resident at move out, within 30 days after the resident has vacated the dwelling and the PHA has inspected the premises. PHA is not required to refund the deposit if the resident has not provided a written notice of forwarding address.

Except in cases of excess after transfer, the security deposit may not be used to pay rent

or other charges while the resident is in occupancy.

Those residents who have pets will be required to pay an additional \$100.00 pet security deposit as outlined in the Pet Policy Section 20.

For PHA owned units any interest earned on security deposits will be used for resident services or activities as allowed in 24 CFR.

15.3. Orientation

During the lease execution and resident orientation the PHA will:

- A. Explain the lease thoroughly.
- B. Explain the resident's rights, responsibilities and obligations.
- C. Acquaint the resident with the policies herein.
- D. Acquaint the resident with procedures for requesting maintenance.
- E. Provide a copy of the Public Housing Grievance Procedures to the family.
- F. Provide a copy of the Schedule of Resident Charges for maintenance and repairs.
- G. Provide a copy of the Public Housing General Rules to the family.
- H. Acquaint the resident with the Resident Council.
- I. Acquaint the resident with any services provided by the PHA.
- J. Orient the resident as to the location of the Community Room, offices, mailboxes, and play ground.
- K. Provide other information as deemed appropriate by the PHA.

16. DWELLING INSPECTIONS, MAINTENANCE, AND CHARGES

16.1. Inspections

An authorized representative of this PHA, resident and/or adult family member, shall be obligated to inspect the premises prior to commencement of occupancy. A written statement of condition of the premises and all equipment will be provided, and both parties shall sign it with a copy retained in resident's file. The PHA representative shall inspect the premises at the time the resident vacates and furnish a statement of any charges to be made provided the resident turns in the proper notice under state law and requests the proper inspection. The resident shall be provided an opportunity to participate in a move out inspection, unless resident vacates without notice. The resident's security deposit can be used to offset against any resident damages to the unit.

Note: Any adult member of the household is allowed to sign the inspection form for the Head of Household.

There are eight types of inspections the PHA will perform on dwelling units:

1. Move-in Inspections: - Performed with the resident at move-in and inspection documented by PHA on inspection form and signed by the tenant. This inspection documents the condition of the unit at move-in.
2. Move-out Inspections: - Performed with resident, if possible, and documented by PHA on inspection form and signed by the resident, if present. This inspection determines if the resident is responsible for any damages and owes the PHA funds. Any deposit will be used to offset the funds due the PHA.
3. Annual Inspections: - The PHA inspects 100% of its units annually using standards that meet or exceed Uniform Physical Inspection Standards as set by HUD.

4. Preventive Maintenance (PM) Inspections: - PHA staff on a regular basis performs PM inspections and the residents are given at least two day notice prior to the inspection. Or if there is to be a series of inspections (i.e., each Friday for three weeks) a notice of the schedule of the inspections will be delivered to the resident at least two days before the first scheduled inspection.
5. Complaint Inspections: - If a resident has a complaint about their unit or the equipment provided by the PHA in their unit an inspection may need to be made to determine what maintenance or repair is required. This inspection will not require advance written notice but will be at the request of the resident at a reasonable time.
6. Project Manager Inspections: - The PHA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the residents and see if they have any specific needs that we can help them with and/or refer them to a service agency. The resident will be given at least two day notice, prior to the inspection.
7. Special Inspections: - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the PHA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected residents will be given two day notice.
8. Emergency Inspections: - If any employee and/or agent of the PHA has reason to believe that an emergency exists within the public housing unit, the unit can be entered without notice. The person(s) that enters the unit must leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

16.2. Dwelling Maintenance

Maintenance on dwelling units will be performed by work orders issued to the maintenance department or to contractors as needed. Work orders may be generated by PHA inspections or by residents calling or coming into the PHA office. All requests for maintenance by residents must be made to the Receptionist or Public Housing Manager so that a work order may be issued. Emergency work orders (those that involve repairs relating to the immediate health and safety of the residents) will be performed first. Make ready of vacant units for releasing will have priority over other work orders for general repairs.

16.3. Charges To Residents For Maintenance And Repairs

Residents will be charged in accordance with their lease for the cost of maintenance and repairs to their dwelling unit, equipment, or common areas, which are needed because of neglect or abuse by the resident family members or guests of the family. No charges will be made for normal wear and tear. Typical charges that may be updated from time to time by the PHA board of commissioners after 30 day notice for comments to the residents will be as stated in APPENDIX "B"

17. UTILITY ALLOWANCES

17.1. Utility Allowance Schedule

The Utility Allowance Schedule for each Public Housing Project is based on the

calculated utility allowances used for the Housing Choice Voucher Program.

The Total Tenant Payment is the payment the family makes toward rent and an allowance for utilities. If the family pays for some or all utilities, the PHA will provide the family with a utility allowance. The allowances are based on actual rates and average consumption estimates, not on a family's actual energy consumption.

The utility allowance is given as a reduction in the rent to be paid by the resident.

The PHA will review the Utility Allowance Schedule on an annual basis. If a revision is needed, based on methods required by HUD, the Utility Allowance Schedule will be revised after a 30-day notice and comment period for the Public Housing residents.

A survey of utility rate increases within the PHA's jurisdiction will be made annually and the Schedule for Utility Allowances will be adjusted as needed.

The approved utility allowance schedule is posted in the PHA office and is stated in APPENDIX "C"

17.2. Utility Reimbursement Payments

Where the Utility Allowance exceeds the Total Tenant Payment of the family, the PHA will provide a Utility Reimbursement Payment on behalf of the family each month.

If approved by the utility company, the check will be made out directly to the Utility Company(s) if possible or to the resident.

18. CONTINUED OCCUPANCY, FAMILY MOVES, AND EVICTIONS

18.1. Eligibility For Continued Occupancy

There are to be eligible for continued occupancy in Public Housing communities only those residents:

- A. Who have not violated the terms of their lease.
- B. Who qualify as a family as defined in Section 5.1.
- C. Whose adjusted income is insufficient for it to obtain and maintain adequate accommodations in the private market.

A family may only be declared ineligible under this provision if:

- 1) Total family income exceeds the maximum income limit for the family size as set by HUD each year and posted in the PHA office; and
 - 2) If the PHA has identified, for possible rental by the family, a unit of decent, safe and sanitary private housing of suitable size available at a rent not exceeding the Tenant Rent calculated in accordance with 24 CFR 5.613; or
 - 3) If the PHA is required to do so by local law.
- D. Who conform to the Occupancy Standards set forth in Section 10.
 - E. Whose past performance in meeting financial obligations to the PHA, especially rent, is satisfactory.
 - F. Whose family members, or guests have no record of the disturbance of neighbors, destruction of property, or living or housekeeping habits that adversely affect the health, safety, or welfare of other residents.
 - G. Whose family members, or guests have no history, on or near the Public Housing

Communities, of criminal activity or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA or any drug related criminal activity on or off the premises of the Public Housing Communities.

- H. Whose family contains at least one member who has citizenship status or eligible immigration status.
- I. Whose family members do not include noncitizen students or the noncitizen spouses of noncitizen students or the children of noncitizen students and noncitizen spouses of noncitizen students.
- J. Whose non-exempt family members have complied with the community service requirements in Section 23 of this document.

18.2. Notice Of Intention To Vacate

Residents holding a valid Housing Choice Voucher or who are moving into Homeownership Voucher assistance may terminate the Lease at any time by giving thirty (30) calendar days advance written notice delivered to the Public Housing Manager or sent by prepaid first class mail properly addressed to Housing Authority of the City of Nacogdoches 715 Summit St. Nacogdoches, Texas 75961.

All other Residents may only terminate the Lease at the end of a 12-month lease term and by giving, thirty (30) calendar days advance written notice delivered to the Public Housing Manager or sent by prepaid first class mail properly addressed to Housing Authority of the City of Nacogdoches 715 Summit St. Nacogdoches, Texas 75961.

18.3. Evictions

The PHA will not delay, deny, or terminate assistance because of immigration status of a family member except as provided in 24 CFR Part 5 Subpart E.

The PHA will enforce the lease with a "zero-tolerance" position with respect to drug-related and /or other criminal activity that would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees. Such activity shall be grounds for immediate termination of the lease and eviction.

Failure of a resident to abide by any provisions of their lease may cause the PHA to begin eviction proceedings in accordance with State law. Unless not required under the Lease, the PHA will abide by the Public Housing Grievance Procedures as posted in the PHA offices when carrying out evictions.

18.4. Violence Against Women Act Exceptions

The term 'domestic violence' includes 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 cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Texas 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 State of Texas

The term 'dating violence' means 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: 1 The length of the relationship. 2 The type of relationship. 3 The frequency of interaction between the persons involved in the relationship.

Stalking means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and 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

Immediate Family Member means, with respect to a person, a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.

Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant or immediate member of a participant's family who is a victim of the domestic violence, dating violence, or stalking.

The PHA may bifurcate the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without terminating assistance/evicting victimized lawful occupants.

The PHA is authorized to honor court orders regarding rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among household members in cases where a family breaks up.

Nothing limits the ability of the PHA to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a "more demanding standard" than non-victims.

Nothing is to prohibit eviction if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

The PHA may request that an individual certify via a HUD approved certification form that the 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. Such certification shall include the name of the perpetrator.

The individual shall provide such certification within 14 business days after the PHA requests such certification in writing. If the certification is not received within 14 business days of the PHA's written request, nothing would limit the PHA's ability to evict or terminate assistance.

The PHA may extend the 14 day deadline at its discretion

Alternatively, an individual may also satisfy the certification requirement by:

1 providing the PHA 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, sexual assault, 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

2. producing a Federal, State, tribal, territorial, or local police or court record.

Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

19. COMPLAINTS AND APPEALS

The PHA responds promptly to complaints by residents or applicants and investigates. Each complaint regarding physical condition of the units may be reported by phone to the Public Housing Manager. Anonymous complaints are checked whenever possible. The PHA will receive and process complaints from or on behalf of any person who believes himself to be subject to discrimination by the PHA or its staff, and will keep a record of each complaint, including the date of the complaint, by whom made, investigation and hearing (if any), and evaluation. The complainant will be furnished a written notice of action taken. The filing of a complaint with the PHA will not prevent the subsequent filing of a complaint with HUD. Posted in all project offices for public information and inspection is a copy of the HUD Complaint Procedure, Form HUD-53053. The PHA will make reports to the HUD FH & EO Office, as required.

19.1. Appeals By Applicants

Appeals by applicants concerning a PHA determination denying assistance (including denying listing on the waiting list and participation in the Public Housing Program), are handled by Informal Review.

For denial of assistance because of citizenship or immigration status 24 CFR Part 5 Subpart E will govern the appeals process.

In all other cases, request for an Informal Review must be made in writing within 10 days of the date of the written notification of denial of assistance.

The Informal Review shall be scheduled within 10 days of the receipt of a request and shall be conducted by the Review Officer who is neither the person who made or approved of the decision under review or a subordinate of such person.

The applicant will be given the opportunity to review all PHA documents relating to the denial and make copies of those documents before the Review. The applicant may not remove original documents from the PHA office. Copies requested will be made by the PHA without charge up to 25 pages and at a rate of 15 cents per page thereafter.

It is to the applicant's advantage to review and / or copy those documents so that they can gather evidence to the contrary before the Informal Review.

The decision by the Reviewing Officer will be based on the preponderance of evidence presented at the Informal Review and will be a determination as to whether the Housing Authority decision denying assistance is in accordance with the law, HUD regulations, and Housing Authority policies.

At the Informal Review, the applicant will be given the opportunity to present oral and written objections to the decision in question and to present third party testimony and

documentation contrary to that decision.

In order for a denial of assistance to be reversed, the applicant must provide the preponderance of evidence that the decision to deny was based upon erroneous information, or was not in accordance with law, HUD regulations, and Housing Authority policies.

It is to the applicant's advantage to include documentation or testimony from others in presenting their evidence because the Housing Authority will generally be relying upon third party documentation. So an applicant's simple oral argument when reviewed against the Housing Authority's third party documentation may not be sufficient to reverse a denial.

A notice of the Review Findings shall be provided in writing within 10 calendar days of the review to the applicant and shall include a brief explanation of the reasons for the final decision.

Once an applicant has been given an Informal Review and if the denial is upheld, the applicant is not entitled to another Informal Review until after the term of denial has passed.

The applicant will be informed of the term of denial during the Informal Review and in writing.

19.2. Appeals By Residents

Appeals by residents of the PHA's Public Housing units shall be handled as outlined in the current Public Housing Grievance Procedures, incorporated into this document by reference, and posted in the PHA offices.

20. PET POLICY

The following rules are established to govern the keeping of pets in and on the property owned or managed by the PHA.

20.1. Only Common Household Pets Will Be Allowed.

Common household pet means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes.

20.2. Registration

All pets must be registered with the Nacogdoches Housing Authority before they are brought onto the premises and the registration must be updated annually. At the time of registration the resident must provide the following:

1. A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law.
2. Information sufficient to identify the pet and to demonstrate that it is a common household pet.
3. The name, address, and phone number of one or more responsible parties who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet.

20.3. Permits, Restrictions, And Pet Deposit

Residents must receive a written permit from the manager to keep any animal on or about the premises. This privilege may be revoked at any time subject to the Pet Policy Violation Procedures as stated in Section 20.4. below if the animal becomes destructive, a nuisance or safety hazard to other residents or if the resident fails to comply with the following:

1. A maximum of one four-legged, warm-blooded pet is allowed.
2. Pets shall be limited to small breeds where total adult weight shall not exceed twenty (20) pounds and total adult height shall not exceed twelve (12) inches. Seeing-eye dogs are excluded from weight and height restrictions.
3. All dogs and cats shall be neutered or spayed, as verified by a veterinarian, cost to be paid by the pet owner. This may be waived for a period not to exceed 6 months in cases where a veterinarian has indicated that the pet is too young for the procedure.
4. Pets shall be quartered in the units and dogs shall be kept on a leash or carried when taken outside. No doghouses shall be allowed on the premises. Birds shall be kept in regular birdcages and not allowed to fly freely about the resident's unit.
5. Pets shall not be allowed to leave waste on other resident's lawns or common grounds and the pet owner must clean up pet waste from their lawn each day. Pet waste must be disposed of in a closed trash container. The pet owner will be assessed a pet waste removal charge of Five dollars (\$5) for each time the PHA

- must remove pet waste which was not removed according to this policy.
6. The resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or other such activities.
 7. Pet owners are responsible and liable for any harm to other residents or individuals and/or the destruction of personal property belonging to others caused by the actions of their pet.
 8. Pets are to be fed inside the unit only and residents are not allowed to feed or water stray animals.
 9. No warm-blooded pets are to be left unattended for more than 24 hours. If this rule is violated Section 20.5 will be followed.
 10. The resident shall pay a pet deposit (except for birds, fish or turtles) in the amount of \$ 100.00. \$50.00 will be paid in advance at the time of pet registration and the remaining \$50.00 may be paid out at a rate of \$10.00 per month. After the resident disposes of the pet or yields possession of the dwelling unit, this deposit will be refunded minus any costs of repairs or cleaning incurred because of the pet.

20.4. Pet Policy Violation Procedures

If the PHA determines on the basis of objective facts, supported by written statements, that a pet owner has not complied with this Pet Policy, the PHA may serve a written Notice of Pet Policy Violation on the pet owner. This notice will include:

1. A brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. A statement that the pet owner has 10 days from the effective date of service of the notice to correct the violation (including, in some circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
3. A statement that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting, and;
4. A statement that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of eviction procedures.

If the pet owner requests a meeting to discuss an alleged Pet Policy violation, the Public Housing manager will set a mutually agreeable time for the meeting to be held at the PHA office. This meeting must take place within 15 days from the effective date of the Notice of Pet Policy Violation unless the Manager agrees to a later date. At the meeting the pet owner and the Manager will discuss any alleged Pet Policy violation and attempt a resolution. Additional time to correct the violation may be granted at the Manager's discretion. If a mutually agreeable resolution is not reached, or if the Manager determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided for this purpose, the Manager may serve a written notice on the pet owner requiring removal of the pet. This notice must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules violated.
2. State that the pet owner must remove the pet within 10 days of the effective date of service of the Notice of Pet Removal.

3. State that failure to remove the pet may result in initiation of eviction procedures.

The PHA may not initiate eviction procedures against a pet owner based on a Pet Policy violation, unless the pet owner has failed to remove the pet or correct the violation within the appropriate time period specified in the notice.

Nothing in this section restricts the right of the PHA to have any animal removed at any time without any notice from the grounds of the PHA, by animal control officers or PHA employees, if the animal is not registered as belonging to a resident.

20.5. Protection Of The Pet

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the PHA may contact the responsible person or parties designated in the required pet registration. If the PHA, despite reasonable efforts, has been unable to contact the responsible party, or the responsible party is unable or unwilling to care for the pet, the PHA may enter the pet owners unit and remove the pet to a facility that will provide care and shelter until the pet owner or his/her representative is able to assume responsibility for the pet, but not longer than 30 days. The cost of the animal care facility provided will be borne by the pet owner. The cost of the animal care facility may be paid from the pet deposit if the pet owner or his/her estate is unable or unwilling to pay.

It is not the responsibility of the PHA to remove a pet from a dwelling unit in case of a life-threatening emergency.

21. MISSED APPOINTMENTS

21.1. Applicants

If an applicant can't make an appointment, they must contact the PHA to re-schedule the appointment within the time frame on the notice of appointment. Only unanticipated work, unanticipated school, medical, or emergency related reasons will be acceptable to re-schedule an appointment. An applicant who fails to keep an appointment without notifying the PHA shall be assumed to no longer be interested and their application will become inactive. If within 15 calendar days of the missed appointment the applicant produces evidence that they missed the appointment for reasons beyond their control the Executive Director or Deputy Director may decide to allow them to continue the application process. The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

21.2. Residents

If a resident can't make an appointment, they must contact the PHA to re-schedule the appointment within the time frame on the notice of appointment. Only unanticipated work, unanticipated school, medical, or emergency related reasons will be acceptable to re-schedule an appointment. The resident will be warned that if s/he misses the second appointment they may be evicted. The resident will be notified of the opportunity under the Grievance Procedure.

If the resident appeals a termination letter for missed second appointment, will be allowed grievance under the Public Housing Grievance Procedures. For the grievance

the resident must submit acceptable documentation or evidence showing why s/he could not appear for the second appointment. If the documentation/evidence shows that the resident could not have reasonably been expected to attend, another appointment should be scheduled.

No more than three appointments will be granted.

22. REPAYMENT AGREEMENTS

Repayment Agreement and Promissory Note are synonymous terms.

The PHA is under no obligation to allow a repayment agreement, however repayment agreements may be executed with families who owe the PHA money.

For example, if a resident did not report a change they were supposed to report, the PHA calculates a retroactive payment. The resident may be allowed to enter into a repayment agreement to pay the PHA back over a period of time unless it is determined that the resident committed fraud.

Another example is if the PHA made repairs for damages caused by the resident's family or guests and the amount is such that it would place an undue burden on the family to repay in one lump sum.

If the family enters into a repayment agreement with the PHA, any breach of that agreement may be cause for eviction.

Whether to allow a repayment agreement or not is at the sole discretion of the PHA based on the individual family circumstances and the history of the family tenancy in regard to damages caused and reporting requirements.

In other words a family that has a history of causing damages or not reporting changes that would result in rent increases may not be allowed a repayment agreement.

23. COMMUNITY SERVICE AND SELF-SUFFICIENCY

23.1. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

23.2. Definitions

Community Service - volunteer work that includes, but is not limited to:

1. Work at a local school, hospital, church or childcare center
2. Work with youth organizations
3. Work at the Authority to help improve physical conditions
4. Work at the Authority to help with children's programs
5. Helping neighborhood groups with special projects
6. Working through resident organization to help other residents with problems

NOTE: Political activity is not allowed.

Self Sufficiency Activities - activities that include, but are not limited to:

1. Job training programs
2. Substance abuse or mental health counseling
3. English proficiency or literacy (reading) classes
4. Budgeting and credit counseling
5. Any kind of class that helps a person toward economic independence

Exempt Adult - an adult member of the family who

1. Is 62 years of age or older
2. Has a disability that prevents him/her from being gainfully employed
3. Is the caretaker of a disabled person
4. Is employed and working at least 8 hours per month
5. Is participating in a welfare to work program
6. Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.

Family members enrolled in an accredited high school will not be considered adults for the purposes of Community Service requirements.

23.3. Requirements Of The Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.
2. Since compliance is determined annually at the end of the twelve month lease term, any accumulation of ninety six (96) hours in the twelve month period of the lease term will be considered as eight (8) hours per month.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations
 - (a) At lease execution or for new adults at re-examination, adult members (18 or older) of a public housing resident family must:
 - 1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - 2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.
 - (b) At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

- (c) If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
- (d) Change in exempt status between annual re-examinations:
 - 1) If, between annual re-examinations, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
 - 2) If, between annual re-examinations, an exempt person becomes non-exempt, it only needs to be reported at annual re-examination and community service requirements must begin at the annual lease renewal date.

5. Authority obligations

- (a) To the greatest extent possible and practicable, the Authority will:
 - 1) provide names and contacts at agencies (**APPENDIX "D"**) that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement)
 - 2) provide in-house opportunities for volunteer work or self-sufficiency programs.
- (b) The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial eligibility certification at lease execution and at annual re-examination.
- (c) The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- (d) Noncompliance of family member
 - 1) At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 - 2) If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period unless the noncompliant member leaves the household.
 - 3) If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
 - 4) The family may use the Authority's Grievance Procedure to protest the lease termination.

24. CLOSING OF FILES AND PURGING INACTIVE

This PHA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of tenancy and for three years thereafter the PHA will keep the resident file. In addition, the PHA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the PHA and financial statements.
- Other records which HUD may specify.

The PHA shall retain all data for current residents for audit purposes for a period of three years. Data from prior annual certifications may be shredded after three years to reduce file size. No information shall be removed which may affect an accurate audit.

25. PROGRAM MANAGEMENT PLAN

Organization Plan

Reference the PHA's adopted personnel policy for the organization plan of the PHA

26. ADDITIONAL PHA POLICIES & CHARGES

Additional policies and charges are attached as appendixes to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document so as to keep this policy current. All items substituted within this document shall be kept by the PHA in a separate file for historical and research purposes.

APPENDIX "A"

CALCULATIONS OF FLAT RENT EFFECTIVE 4/1/2011						
SANDY OAKS						
NUMBER OF BEDROOMS	ONE		TWO		THREE	FOUR
Rent reasonable comp. #1	\$425		\$450		\$700	\$900
Rent reasonable comp. #2	\$425		\$450		\$650	\$900
Rent reasonable comp. #3	\$525		\$575		\$650	\$850
Average Rent Comparison	\$458		\$492		\$667	\$883
HUD FMR effective 10/1/2010	\$604		\$712		\$850	\$1,165
Utility Allowance effective 12/1/2010	\$113		\$143		\$169	\$186
FMR - UA	\$491		\$569		\$681	\$979
FLAT RENT	\$458		\$492		\$667	\$883
PARK CREST						
NUMBER OF BEDROOMS	THREE					
Rent reasonable comp. #1	\$500					
Rent reasonable comp. #2	\$947					
Rent reasonable comp. #3	\$600					
Average Rent Comparison	\$682					
HUD FMR effective 10/1/2010	\$850					
Utility Allowance effective 12/1/2010	\$169					
FMR - UA	\$681					
FLAT RENT	\$681					

APPENDIX "B"

SCHEDULE OF RESIDENT CHARGES

KITCHEN & BATH CABINETS

Replace cabinet drawer	25.00
Repair cabinet drawer	8.00
Replace cabinet door	25.00
Repair cabinet door	8.00
Replace cabinet hinge	5.00

DOORS & HARDWARE

Replace exterior door	150.00
Replace interior door	50.00
Repair damaged doorframes	***
Door knobs interior	30.00
Door knobs exterior	100.00
Deadbolts	10.00
Door stops	3.00
Replace steel screen door	180.00
Replace steel screen wire	45.00
Screen door handle	10.00

WINDOWS & HARDWARE

Replace broken glass	***
Replace steel window screen	90.00
Replace steel screen wire	45.00
Screen latch	5.00
Window shades (vinyl)	20.00

ELECTRICAL FIXTURES

Cover plates	2.00
Light Bulb, appliance	2.00
Light Bulb, 4' florescent	3.00
Light Bulb, circle florescent	8.00
Light Bulb, compact twin	2.00
Light fixture Small 9.25"	27.00
Light fixture Medium 14" dome	40.00
Light fixture Large 4' Florescent	45.00
Globes & Light covers	10.00
Smoke alarm	15.00
Smoke alarm battery	2.00
Thermostat regular	20.00
Thermostat heat pump	47.00

REFRIGERATORS

Crisper drawer	15.00
Crisper tray	40.00
Racks	10.00
Rack restraining bar	10.00
Restraining bar brackets	5.00
Door seal refrigerator	75.00
Door seal freezer	50.00
Door handle	25.00
Replace refrigerator	425.00

RANGES

Replace burner knobs	8.00
Top burner grate	10.00
Range hood filters	10.00
Oven racks	57.00
Ceramic cook top	215.00
Replace range	350.00

PLUMBING / KITCHEN & BATH

Replace faucet kitchen	75.00
Replace faucet bathroom	70.00
Replace sink kitchen	75.00
Replace sink bathroom	55.00
Drain stopper	4.00
Kitchen sink basket	1.00
Towel rack	10.00
Shower curtain bar	10.00
Tissue holder brackets	7.00
Tissue holder bar	1.00
Replace toilet	135.00
Unstopping sinks or toilets where foreign objects are removed	35.00
Unplugging sewer line where foreign objects are removed	***

MISCELLANEOUS

Removing object from roof	10.00
Picking up trash in yard	1.00
Picking up animal waste in yard	5.00
Lost key replaced	2.00
Rekeying per lock	7.00
Locked out assistance:	
Daytime business hours	5.00
After business hours – on call	15.00
Storage onsite per day	3.00
Storage offsite in rental facility	***
Painting	***
Sheetrock repair	***
Return to unit because of refusal of scheduled maintenance or extermination	20.00

*** Charges for items not listed or for contracted work items will be based on cost as documented by invoice and or sales receipt.

Charges for replacement or repair are the result of loss or damage above "normal wear and tear" caused by resident or their guest.

APPENDIX "C"

NACOGDOCHES HOUSING AUTHORITY MONTHLY UTILITY ALLOWANCES FOR PUBLIC HOUSING EFFECTIVE 12/01/2011

SANDY OAKS PUBLIC HOUSING				
UNIT TYPE	1BR	2BR	3BR	4BR
SEMIDETACHED	COST	COST	COST	COST
DUPLEX	PER MONTH	PER MONTH	PER MONTH	PER MONTH
WATER HEATING				
NATURAL GAS	\$14	\$17	\$22	\$25
COOKING				
ELECTRIC	\$7	\$8	\$9	\$10
NATURAL GAS	\$5	\$5	\$6	\$6
OTHER ELEC				
	\$26	\$28	\$31	\$32
HEATING				
ELECTRIC	\$10			
NATURAL GAS		\$11	\$13	\$15
WATER USAGE BASED ON # OF PERSONS IN HOUSEHOLD				
70gl/day/person				
WATER	\$15	\$24	\$30	\$35
SEWER	\$17	\$31	\$40	\$46
GARBAGE COLLECTION				
RESIDENTIAL CURBSIDE	\$26	\$26	\$26	\$26
MONTHLY ALLOWANCE PROPOSED	\$115	\$145	\$171	\$189
CURRENT MONTHLY ALLOWANCE	\$113	\$143	\$169	\$186
INCREASE	\$2	\$2	\$2	\$3
PARKCREST PUBLIC HOUSING				
UNIT TYPE	3BR			
SINGLE	COST			
FAMILY	PER MONTH			
WATER HEATING				
NATURAL GAS	\$22			
COOKING				
ELECTRIC	\$9			
NATURAL GAS	\$6			
OTHER ELEC / KWH				
	\$31			
HEATING				
NATURAL GAS	\$26			
WATER USAGE BASED ON # OF PERSONS IN HOUSEHOLD				
70gl/day/person				
WATER / GALLONS	\$30			
SEWER	\$40			
GARBAGE COLLECTION				
RESIDENTIAL CURBSIDE	\$26			
MONTHLY ALLOWANCE PROPOSED	\$184			
CURRENT MONTHLY ALLOWANCE	\$182			
INCREASE	\$2			

APPENDIX "D"

**COMMUNITY SERVICE ORGANIZATIONS INTERESTED IN
VOLUNTEER OPPORTUNITIES FOR
NHA RESIDENTS**

1). LOVE, INC. (In the Name of Christ)

Contact: Pattie Goodrum
Phone: (936) 569-8555
Address: P.O. Box 630423, Nacogdoches, TX 75963
E-Mail: Patti@loveincnac.org

Description: Would like person/persons involved with church activities, good telephone skills, nice appearance, and pleasant personality to answer phones, greet people in person at front desk. Must be able to help walk-ins fill out forms needed to get help. There will be filing and some computer work, some experience helpful, but will train.

2). NACOGDOCHES BOYS & GIRLS CLUB

Contact: Kevin Clayton or Harold Whitaker
Phone: (936) 560-2344
Fax: (936) 560-9697
Address: 2712 Park Street, Nacogdoches, TX 75961

Description: Need volunteers for activities with children, such as; help in the homework room, computer lab, arts & crafts, & some games. Please dress casual but not in short cut offs, halter tops, etc...

3). ROCK HAVEN NURSING HOME

Contact: Wayne Hopson, Administrator
Phone: (936) 569-9411
Fax: (936) 569-6511
Address: 401 S.E. Stallings Drive

Description: Help in the laundry, with dietary, delivery of clothing, or meals, housekeeping, or social services, which could be reading to someone, walking a resident, playing checkers, combing their hair, or just visiting. There will be on job training for more difficult jobs. Dress is business casual, such as nice jeans, pant suit, etc... No shorts.

4). COMMUNITY RX

Contact: Marion Compton
Phone: (936) 568-0055
Address: 128 West Hospital Street, Nacogdoches, TX 75961

Description: Need someone for paperwork, filing, answering telephone, helping with forms. Will need good handwriting, nice appearance, good telephone skills. Ms. Compton will be willing to train Mondays. Needs someone that can be trusted to work with confidential files.

5). ADULT LEARNING CENTER

Contact: Katlyn Miller or Nadine Townsend

Phone: (936) 564-8789

Address: 302 Hughes Street, Nacogdoches, TX 75964

Description: Working with teachers for special projects, tutorials, computer classes, or GED classes. Can do some training on your own if you have a GED or diploma with a 6 hour pre-service training class. No shorts, halter tops, crop tops, jeans alright.

6). SOLID FOUNDATION ASSOCIATION

Contact: John Cannings

Phone: (936) 615-3677

Address: 2220 E. Main, Nacogdoches, TX 75961

Description: Working with associates & other volunteers tutoring & mentoring children. Also helping with other programs and activities. Computer knowledge helpful.

7). NACOGDOCHES ANIMAL SHELTER

Contact: Jamie Shelton

Phone: (936) 560-5011

Address: 3211 S.W. Stallings Dr. Nacogdoches, TX 75964

Description: Pleasant personalities that will be working with the public. Also need assistance to walk dogs, feeding animals, & miscellaneous tasks. You will never be put in any danger.

8). HEAD START CHILD DEVELOPMENT CENTERS

Contact: Weldon Beard, Head Start Director

Phone: (936) 564-1142

Fax: (936) 564-1558

Address: 1902 Old Tyler Road / Nacogdoches, TX 75964

Description: Different child development activities and learning.

9). WESTWARD TRAILS REHABILITATION CENTER

Contact: Teresa Lazarine

Phone: (936) 569-2631

Address: 3001 Westward Nacogdoches, TX 75961

Description: Help with dietary, laundry, housekeeping, or social services. Walking with a resident, helping in a variety of activities, or just keeping company with a resident.

10) GODTEL MINISTRIES

Contact: Royce Oliver

Phone: (936) 569-7917

Address: 330 E. Main Nacogdoches, TX 75961

Description: Sorting, hanging clothes, cooking, serving, laundry & other miscellaneous tasks.