



## PHA Profile: Tacoma Housing Authority McCarver Elementary School Special Housing Program Public Housing & Housing Choice Voucher Programs

### Basic PHA Stats

Location: Tacoma Washington  
Housing Choice Vouchers: 3,948  
Public Housing Apartments: 925

### Program Description

The McCarver Elementary School Special Housing Program is part of the Tacoma Housing Authority's (THA) effort to target housing assistance and services to 1) influence educational outcomes for children living in THA communities and to strategically leverage resources to 2) achieve positive changes in neighborhood schools. THA will provide rental assistance for up to five years to 50 eligible families of McCarver kindergarten, 1<sup>st</sup> or 2<sup>nd</sup> graders. Families must agree to meet the program requirements including active participation in their child's school curriculum, a family improvement plan geared towards self-sufficiency, and a commitment to keep students in the school for five years. In order to assist families to assume greater responsibility for rental payments, each year parents are required to pay more of their rent, starting \$25 a month the first year and increasing 20% of the rent per year until they are paying 100% after their fifth year.

### Motivation

McCarver Elementary school students have among the highest turnover rate in Tacoma, very high poverty rates, and low levels of student achievement. It appears that much of this turnover happens because families have a hard time finding affordable housing. This is where THA determined they could help.

### Resources Required

THA is a Moving to Work (MTW) agency and utilized the flexibility offered to design an alternate rental assistance structure under HCV. The Tacoma Public School District agreed to bring the Primary Years International Baccalaureate Program to McCarver. This program brought together resources from the Tacoma School District; the Tacoma Housing Authority; the U.S. Department of Housing and Urban Development; Pierce County, Building Changes, a community non-profit; the Bill & Melinda Gates Foundation; and community service providers.

### Challenges

The primary challenge came from tracking the family and program accomplishments so THA established a data system with the Tacoma School District to track outcomes of the program. The system will track student and school outcomes and trends including attendance, student and school performance, and examine the results in comparison to THA's population of students as whole and THA students in discrete communities or programs. It will also compare THA's students with non-THA low-income students in Tacoma.

### Rewards

THA entered into an agreement with Geo Education & Research to do a three year evaluation of the McCarver Project. Early reports indicate the McCarver Elementary School Program is working. Kathleen Merryman of The Tacoma News Tribune reported on early outcomes indicated by Geo Education & Research, "This year there have been fewer suspensions, children are coming to school more, parent engagement has increased significantly, and children are starting to show academic and behavioral progress."

## Partners

Partner Name	Type of Organization/ Role in Program
McCarver Elementary School and Tacoma Public School District	Educational institution; agrees to bring the <i>Primary Years International Baccalaureate Program</i> to McCarver
Community Service Providers	Over 30 community partners have agreed to help support McCarver families.

## Documentation Changes Made

Document	Document Changes
Procedure Documents	THA created a McCarver Elementary School Special Housing Program Manual to outline all procedures and eligibility criteria. Please see attached.

## Words of Wisdom from Tacoma Housing Authority

"The McCarver Elementary School Project seeks to prove that by providing housing and supportive services to needy families, it can improve school outcomes for their children and improve outcomes for the schools that serve its communities. Housing authorities should embed these strategies into their normal program operations as part of the appropriate mission of an alert and engaged public housing authority."

## Contact Person for PHAs Interested in Implementing a Similar Program

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# TACOMA HOUSING AUTHORITY

## McCarver Elementary School Special Housing Program

### Program Manual



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## TABLE OF CONTENTS

<b>1.</b>	<b>OVERVIEW OF THE MCCARVER ELEMENTARY SCHOOL SPECIAL HOUSING PROGRAM .....</b>	<b>1</b>
1.1	What is the McCarver Elementary Special Housing Program?.....	1
1.2	Why is THA doing this? .....	2
<b>2.</b>	<b>ELIGIBILITY AND PRIORITY OF APPLICANTS .....</b>	<b>3</b>
2.1	Eligibility .....	3
2.2	Priority .....	5
<b>3.</b>	<b>OUTREACH, APPLICATION AND SELECTION PROCESS BASED ON SUITABILITY .....</b>	<b>7</b>
3.1	Outreach.....	7
3.2	Application.....	7
3.3	Program Eligibility Determination .....	7
3.4	Ranking Applications.....	8
3.5	Rental Assistance Eligibility Determination.....	8
3.6	Selection from Among Eligible Applicants Based Upon Suitability.....	9
<b>4.</b>	<b>LOCATING SUITABLE RENTAL UNITS; RENT LEVELS .....</b>	<b>10</b>
4.1	Suitable Rental Units .....	10
4.2	Rental Assistance Rent Structure.....	10
<b>5.</b>	<b>FAMILY SUCCESS PLAN .....</b>	<b>12</b>
<b>6.</b>	<b>STUDENTS START SCHOOL AT MCCARVER – SEPTEMBER 1, 2011.....</b>	<b>12</b>
<b>7.</b>	<b>ADULTS BEGIN FINANCIAL SELF-SUFFICIENCY AND PARENTING ACTIVITIES.....</b>	<b>12</b>
<b>8.</b>	<b>DURATION OF PROGRAM PARTICIPATION.....</b>	<b>12</b>
<b>9.</b>	<b>DENIAL OR TERMINATION OF PARTICIPATION .....</b>	<b>13</b>
9.1	Denial of Application.....	13
9.2	Termination.....	13
<b>10.</b>	<b>MCCARVER PROGRAM HARDSHIP POLICY .....</b>	<b>14</b>

<b>11.</b>	<b>PROGRAM WAITING LIST.....</b>	<b>15</b>
<b>12.</b>	<b>PROGRAM PARTICIPANTS' ELIGIBILITY FOR OTHER THA PROGRAMS.....</b>	<b>15</b>
<b>13.</b>	<b>OTHER SECTIONS OF SECTION 8 ADMINISTRATIVE PLAN THAT APPLY TO THIS PROGRAM.....</b>	<b>16</b>
13.1	Tenant Obligations.....	16
13.2	Owner Responsibility.....	16
13.3	Complaints, Informal Reviews for Applicants, Informal Hearings for Participants.....	16

APPENDIX A:	Information and Application Packet
APPENDIX B:	Letter of Program Eligibility
APPENDIX C:	Letter of Program Ineligibility
APPENDIX D:	Letter of Rental Assistance Eligibility
APPENDIX E:	Letter of Rental Assistance Ineligibility
APPENDIX F:	Letter of Program Admission Determination
APPENDIX G:	Letter of Program Denial
APPENDIX H:	Final Participation Agreement
APPENDIX I:	HAP Contract and Tenancy Addendum
APPENDIX J:	Family Success Plan Template
APPENDIX K:	Letter of Termination

# 1. OVERVIEW OF THE MCCARVER ELEMENTARY SCHOOL SPECIAL HOUSING PROGRAM

## 1.1 What is the McCarver Elementary Special Housing Program?

Starting in the fall of 2011, THA will give rental assistance to up to 50 families who will have a child enrolled at McCarver Elementary School in Tacoma, WA. This rental assistance will help the family pay the rent on an apartment or house. On average, this assistance will be worth over \$500 per month, to start. The amount of assistance will decrease to zero as the family progresses through the program. Throughout this time, participating families will also receive intensive case management services and assistance to help the parents improve their education and employment prospects.

The assistance will end when the children leave McCarver or after up to 5 years or if the family is terminated from the program, whichever happens first.

To receive this assistance, participating parents must agree to *five conditions*:

- Keep their child enrolled in McCarver;
- Be very involved with McCarver and their child's education;
- Work diligently on their own job and financial growth;
- Work diligently with THA staff to accomplish these goals; &
- Allow THA, Tacoma Public Schools, the Department of Social and Health Services (DSHS), and THA's community partners to share individually identifiable information about the family and the child's progress in school.

As part of this Program, the Tacoma School District and McCarver Elementary School have committed to important curriculum changes and enhancements. All district staff, from the school to the superintendent, are enthusiastic about leveraging the increased student stability this Program will allow to make substantive changes in instruction at McCarver. They are exploring turning McCarver into a Primary Years International Baccalaureate School. This work will continue through the 2011-2012 school year for launch in 2012-2013.

THA will also collect data on the (i) educational outcomes of the participating children; (ii) the educational outcomes of McCarver School in the aggregate; and (iii) the employment and educational progress of participating parents.

THA undertakes this initiative with many important partners, including:

- Tacoma Public Schools
- The Bill & Melinda Gates Foundation
- The City of Tacoma
- Pierce County
- Tacoma/Pierce County Health Department
- Tacoma 360
- Tacoma Hilltop Promise Neighborhoods Coalition
- Tacoma Goodwill
- Bates Technical College
- Puget Sound Educational Service District
- Tacoma Public Schools Family Partnerships Office
- Parents, administrators, faculty and staff of McCarver Elementary School

## **1.2 Why is THA doing this?**

McCarver Elementary has a problem. Its students move a lot. Their turnover rate has ranged in recent years from 115% to 170% within a school year. In some classrooms almost all the children change during a school year. Children who move so much learn less. So much turnover makes it hard on the other students. It also makes it hard for the teacher to teach. It appears that much of this turnover happens because of poverty and the housing instability that comes with it. McCarver families have a hard time finding affordable housing. McCarver has more homeless students than any other elementary school in Tacoma.

The McCarver initiative is part of THA's Education Project. This project has two purposes: to improve the educational outcomes of the children whose families participate in THA's housing programs; to improve the educational outcomes of the schools that serve THA's housing developments.

THA has this interest in education for three main reasons. First, THA wants the families it serves to succeed not just as tenants but as parents, students and wage earners. It wants their time with THA to be transforming and temporary. Educational success is an important part of this transformation. Second, THA is a real estate developer. The success of its developments requires effective and successful local schools. Third, like most school districts, the Tacoma School District needs help to succeed at its mission. THA wants to do its part.

Except for the school district and the Department of Social and Health Services, THA serves more low-income children in Tacoma than any other organization. In general, THA's Education Project seeks to find out if and how a public housing authority can influence their educational outcomes. THA's web site at [www.tacomahousing.or](http://www.tacomahousing.or) has more information about its Education Project.

## 2. ELIGIBILITY AND PRIORITY OF APPLICANTS

THA does not have the resources to serve every needy family at McCarver. It must choose the participating families. There is no right or entitlement to participate. THA will choose families for participation according to standards of both eligibility and suitability set forth below in this section and in following sections.

### 2.1 Eligibility

For a family to be eligible for the program, THA must conclude that it meets the following criteria at the time of assessment:

#### 2.1.1 *Agree to Conditions*

The parents must agree to all the following conditions:

- Keep their child enrolled in McCarver;
- Be very involved with McCarver and their child's education;
- Work diligently on their own job and financial growth;
- Work diligently with THA staff to accomplish these goals; and,
  
- Allow THA, Tacoma Public Schools, the Department of Social and Health Services (DSHS), and THA's community partners to share individually identifiable information about the family and the child's progress in school.

#### 2.1.2 *Family Status*

The household must be a family with minor children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members as long as the child attends McCarver Elementary School.
- b. Unborn children and children in the process of being adopted are considered family members for the purposes of determining bedroom size, but are not considered family members for determining income limits.



### 2.1.3 *Homelessness or Serious Risk of Homelessness*

The family must be homeless or at serious risk of homelessness.

- a. Homeless:** A household is homeless if it is:
  - i. in an emergency shelter, or in a transitional housing facility; or
  - ii. is a current and active client of a case-management program serving the homeless.
  
- b. At serious risk of homelessness:** The case worker will assess serious risk of homelessness based on a variety of factors including the following:
  - i. residing in a motel/hotel due to loss of permanent housing and lacks the resources to remain;
  - ii. has lost permanent housing and is living temporarily with a friend or family member and cannot be placed on the lease;
  - iii. has pending eviction or unlawful detainer notices that the household cannot comply with to avoid eviction and cannot procure replacement housing;
  - iv. has a serious history of housing instability;
  - v. faces a present danger of domestic violence as evidenced by a current restraining order and as a result does not have a safe place to live; and,
  - vi. its head of household faces discharge from a public institution (e.g., incarceration, hospital, etc.) without a housing discharge plan and without an available stable residence.

2.1.4 *Income*

At the time of enrolling in the program, the family income must be no greater than 30% of the Tacoma median income. The table below shows the maximum income based on family size.

<b>INCOME LIMITS</b>	
<b>Number in household</b>	<b>30% of median income</b>
1 person	\$14,900
2 person	\$17,000
3 person	\$19,150
4 person	\$21,250
5 person	\$22,950
6 person	\$24,650
7 person	\$26,350
8 person	\$28,050

Income limits apply only at admission and are not applicable for continued participation.

2.1.5 *Grade Level of Child*

The family must have a child who will be attending McCarver Elementary in the fall of 2011 in kindergarten, grade 1, or grade 2.

2.1.6 *Citizenship*

(See THA Section 8 Administrative Plan 3.2.C)

2.1.7 *Social Security Number Documentation*

(See THA Section 8 Administrative Plan 3.2.D)

2.1.8 *Criminal History*

(See Section 8 Administrative Plan 3.2.F)

2.1.9 *Other Eligibility Criteria*

(See Section 8 Administrative Plan 4.8)

**2.2 Priority**

Applicants for the program will be given priority in this order:

1. Homeless and will have a kindergarten child at McCarver in the fall of 2011
2. Homeless and will have a first grade child at McCarver in the fall of 2011

3. At serious risk of homelessness and will have a kindergarten child at McCarver in the fall of 2011
4. At serious risk of homelessness and will have a first grade child at McCarver in the fall of 2011
5. Homeless with a second grade child at McCarver Elementary in the fall of 2011
6. At serious risk of homelessness will have a second grade child at McCarver in the fall of 2011

*In each of these groups, families with more than one child at McCarver will be given preference over other families in that priority.*

### **3. OUTREACH, APPLICATION AND SELECTION PROCESS BASED ON SUITABILITY**

#### **3.1 Outreach**

- 3.1.1 McCarver staff and community partners encourage eligible families to apply.
- 3.1.2. Applications available at meeting at McCarver, 6:00 p.m. on May 16, 2011.
- 3.1.3. Applications available at McCarver, the school district homelessness program, and area homeless shelters.

THA may undertake further outreach as necessary to elicit additional applications.

#### **3.2 Application**

- 3.2.1. Families submit the completed Information and Application Packet (Appendix A) which includes the Initial Participation Agreement.
  - 9:00 a.m. - 3:00 p.m., May 21, 2011 at McCarver
  - 3:00 – 6:00 p.m., May 23, 2011 at McCarver.

THA may accept further applications as necessary.

- 3.2.2 THA staff date and time stamp applications.
- 3.2.3 THA Community Services (CS) staff screen applications for completeness.
- 3.2.4 THA staff notifies applicants with incomplete applications and offers them an opportunity to provide missing information.

#### **3.3 Program Eligibility Determination**

THA CS staff will review applications for program eligibility according to the criteria set forth above in sections 2.1.

### **3.4 Ranking Applications**

- 3.4.1 THA Community Services staff will rank program eligible applications by priority as listed in section 2.2.
- 3.4.2 Date and time stamp will be used as a “tie breaker” when it is necessary to choose between applicants with the same priority status.
- 3.4.3 CS Staff will identify at least 50 highest ranking applicants according to priority. Staff may need to identify additional families in order of ranking if higher ranked families turn out to be ineligible or unsuitable.
- 3.4.4 CS Staff will notify applicants of the decision on their application using the letter of program eligibility (Appendix B) or ineligibility (Appendix C).

### **3.5 Rental Assistance Eligibility Determination**

THA staff will screen the 50 highest ranked applications to determine if they are eligible for rental assistance. (See criteria in section 2.1) In doing so, THA shall use the following processes and standards of the Housing Choice Voucher Program:

- 3.5.1 Citizenship (*See THA Section 8 Administrative Plan 3.2.C*)
- 3.5.2 Social Security Number Documentation (*See Section 8 Administrative Plan 3.2.D*)
- 3.5.3 Criminal background check (*see Section 8 Administrative Plan 3.2.F*)
- 3.5.4 Income verification (*See Section 8 Administrative Plan 9.0*)
- 3.5.5 Other verification (*See Section 8 Administrative Plan 10*)
- 3.5.6 Other grounds for denial (*See Section 8 Administrative Plan 4.8*)
- 3.5.7 CS Staff will notify applicants of the decision on their application using the letter of rental assistance eligibility (Appendix D) or ineligibility (Appendix E).

### **3.6 Selection from Among Eligible Applicants Based Upon Suitability**

THA will assess for suitability up to 50 households that are both program eligible and rental assistance eligible. The suitability criteria shall be as follows:

- 3.6.1 THA's assessment of the household's ability, with the anticipated help of the program, to fulfill the expectations of the program as stated in the participation agreement.
- 3.6.2 THA's assessment of the household's willingness and interest, with the anticipated help of the program, to fulfill the expectations of the program as stated in the participation agreement.

To make these assessments of suitability, THA case workers will:

- meet with the household;
- complete THA needs assessment;
- begin work on the Family Success Plan (see Section 5);
- review McCarver Program Participation Agreement with applicant; and
- gather additional information about families from McCarver staff, DSHS, and other service providers as necessary.

3.7 THA CS will notify applicants of the decision on their application using the admission determination letter (Appendix F) or the program denial letter (Appendix G).

3.8 Admitted households will sign the final participation agreement. (Appendix H)

3.9 Should there not be 50 households who are program and rental assistance eligible and who assessed to be suitable for the program, THA will choose one of the following options:

3.9.1 Continue to accept applications through the summer and into the school year until 50 households are selected.

3.9.2 Extend the eligibility criteria to include children who will be in preschool (Head Start) at McCarver in the fall.

3.9.2 Hold the remaining rental assistance until the following year at which time additional eligible households would be added to the program.

## **4. LOCATING SUITABLE RENTAL UNITS; RENT LEVELS**

### **4.1 Suitable Rental Units**

The housing of the family must:

- Meet THA Housing Quality Standards (See Section 8 Administrative Plan 6.5);
- Rent for an amount within the lower of (1) the Fair Market Rent levels of the THA Housing Choice Voucher Program and (2) the rent reasonable guidelines of the THA Housing Choice Voucher Program; and
- Be in a location conducive to successful completion of the program, including reasonable proximity to McCarver School, accounting for available transportation.

### **4.2 Rental Assistance Rent Structure**

4.2.1 THA will revise the Fair Market Rents each year.

4.2.2 Tenant will pay:

\$25 per month rent in year one

20% of rent in year two

40% of rent in year three

60% of rent in year four

80% of rent in year five (the last possible year of participation).

THA will pay the balance of the rent directly to the landlord.

4.2.3 Tenant will pay all utilities

4.2.4 Estimated tenant rents

The following table provides the current fair market rents and the amount of rental assistance THA would pay in each year of the program depending on the number of family members. The amounts for Years Two through Five are estimated amounts since THA's Fair Market Rents may change each year.

Bedroom Size	Number of People in Family	Fair Market Rent	Year One		Year Two		Year Three		Year Four		Year Five	
			THA pays	Family pays	THA pays	Family pays	THA pays	Family pays	THA pays	Family pays	THA pays	Family pays
One	Two	\$743	\$718	\$25	\$594	\$149	\$446	\$297	\$297	\$446	\$149	\$594
Two	Three or Four	\$926	\$901	\$25	\$741	\$185	\$557	\$369	\$370	\$556	\$185	\$557
Three	Five or Six	\$1349	\$1324	\$25	\$1079	\$270	\$809	\$540	\$540	\$809	\$270	\$1079
Four	Seven or Eight	\$1518	\$1493	\$25	\$1214	\$304	\$911	\$607	\$607	\$911	\$304	\$1214
Five	Nine or ten	\$1746	\$1721	\$25	\$1397	\$349	\$1047	\$699	\$699	\$1047	\$349	\$1397

- 4.3 Case workers will help families find housing, secure deposits, furniture, etc.
- 4.4 THA Inspector will complete HQS inspection and rent reasonableness assessment of units. *(See Section 8 Administrative Plan 6.5 Approval to Lease a Unit)*
- 4.5 Families will sign lease with the landlord.
- 4.6 THA will sign payment agreement with landlord including THA HAP Contract and Addendum (Appendix I).



## **5. FAMILY SUCCESS PLAN**

THA staff and the families will draft an individualized “Family Success Plan.” In drafting this Plan they may consult with McCarver School Staff and the staff of DSHS and other service providers. The Plan will contain the following elements:

- Long and short term goals to increase and improve family involvement with their child’s education;
- Long and short term goals to improve the adult(s)’ economic and professional growth and self-sufficiency; and
- A specific plan for how the family will collaborate with their THA case worker to achieve their education and economic goals.

The THA CS caseworker will use the Family Success Plan template (Appendix J) for this plan. The THA Caseworker and the family will regularly review and, as appropriate, revise the Plan throughout the family’s time in the program.

## **6. STUDENTS START SCHOOL AT MCCARVER – SEPTEMBER 1, 2011.**

## **7. ADULTS BEGIN FINANCIAL SELF-SUFFICIENCY AND PARENTING ACTIVITIES.**

## **8. DURATION OF PROGRAM PARTICIPATION**

A household’s participation in the program and rental assistance will terminate at the earliest of any of the following:

- household has no child enrolled at McCarver Elementary School;
- July 1 following the program eligible child’s fifth school year from the date of initial program participation (which may be the end of 4<sup>th</sup> grade for a child who began the program as a kindergartener);
- July 1 following the program eligible child’s fourth school year from the date of initial program participation if the child for which the family was eligible was entering the second grade at the time of selection; or
- termination from the program.

NOTE: This means that a household’s participation in the program, and rental assistance, may end when its child’s enrollment at McCarver ends even if the household has a younger child still at McCarver.

## **9. DENIAL OR TERMINATION OF PARTICIPATION**

### **9.1 Denial of Application**

THA will deny applicants if:

- 9.1.1 Family does not meet program eligibility;
  - 9.1.2 Family does not rank in the top 50 applications based on priority selection into the program. Program eligible families who did not rank high enough will be notified that they will be put on the wait list;
  - 9.1.3 Family did not meet THA rental assistance eligibility;
- or
- 9.1.4 THA case workers determine that the family is not suitable. This decision will be made by the case worker and the program manager in consultation with McCarver staff and/or DSHS staff or other service providers as appropriate.

Denied families will be notified by letter with an explanation of why they are not admitted to the program. (See Appendices C, E, G).

### **9.2 Termination**

THA may terminate families from program participation for any of these reasons:

- 9.2.1 The family no longer has a child at McCarver in the designated grades;
- 9.2.2 Expiration of the program's maximum four or five school years of support;
- 9.2.3 Violation of THA rental assistance program rules applicable to the McCarver Program. (See THA's *Section 8 Administrative Plan, 15 Termination of Assistance to the Family by THA*);
- 9.2.4 THA determines that the parents have not complied with their Family Success Plan either in terms of their involvement with their child's education or developing their economic self-sufficiency. Family compliance with their Family Success Plan will be monitored by the case workers and reviewed at the end of each McCarver trimester (grading period). If a family is not in compliance, it will be given one trimester to come back into compliance. If it does not, it will be terminated. Terminated families will be notified by letter with an explanation of why they were terminated. (See Appendix K)

## 10. MCCARVER PROGRAM HARDSHIP POLICY

Some households will be eligible for a hardship exemption. A hardship exemption:

- Reduces rent temporarily for a maximum time period of 6 consecutive months;
- May be granted a maximum of every two calendar years, beginning with the effective date of the initial hardship exemption.

Thresholds for a household to be considered for hardship exemption:

- Households with shelter burden greater than 50% of gross income  
*[shelter burden = (rent+ utility allowance)/gross income; that portion of gross rent exceeding payment standard shall not count in making this calculation.]*
- Households with zero income in the second through fifth year of participation in the program

Requirements and consequences:

- If hardship exemption is granted, household will be required to participate in additional services identified by McCarver program staff.
- If at the end of the exemption period the household does not qualify for an extension and has not increased income to necessary level, household could be terminated from the program.

Documentation needed to apply for hardship exemption:

- Proof of application for all applicable income assistance (e.g., SSI, TANF, unemployment)
- Proof of application for energy assistance

Process

- 20 business days to review the hardship request and make a determination
- THA will appoint a Hardship Review Committee, made up of senior staff, to review and make determinations on all hardship requests

## **11. PROGRAM WAITING LIST**

The McCarver Elementary School Special Housing Program will maintain its own waiting list, independent of THA's housing voucher wait list.

- 11.1 The THA Department of Community Services will maintain the waiting list.
- 11.2 Families who submit a timely and complete application and meet program requirements but who, due to their priority status or the order of their application, were not among the first 50 families to be selected, will be placed on the waiting list.
- 11.3 When vacancies occur in the program due to family termination, families at the top of the wait list will be notified of an opening. In that event, THA will then assess their eligibility and suitability. Families will be notified in writing of their order on the wait list.
- 11.4 Families will lose their place on a waiting list if THA cannot contact them.

## **12. PROGRAM PARTICIPANTS' ELIGIBILITY FOR OTHER THA PROGRAMS**

Some of the applicants for the McCarver Program may already be on a wait list for other THA programs such as Section 8 or Public Housing, or they may wish to join the wait list for these programs while participating in the McCarver Program. If a McCarver Program participant is accepted in to THA's Section 8 or Public Housing Program, this will terminate their participation in the McCarver Program.

- 12.1 Participation in the McCarver Program will not affect eligibility for any other THA housing program.
- 12.2 Selection for the McCarver Program will not affect status on the wait list for any other THA housing program.
- 12.3 Participants in the McCarver Program may apply for other THA housing programs after joining the McCarver Program. Their application will not be treated differently due to their participation in the McCarver Program.

### **13. OTHER SECTIONS OF SECTION 8 ADMINISTRATIVE PLAN THAT APPLY TO THIS PROGRAM**

The McCarver Special Housing Program is not the same as the Housing Choice Voucher Program (Section 8) or any other THA housing program. It resembles some aspects of those programs and uses some of their elements, including the following:

#### **13.1 Tenant Obligations**

The tenants will be required to follow the standards specified in THA's *Section 8 Administrative Plan, 2.3 Obligations of the Participant*.

#### **13.2 Owner Responsibility**

The owners will be required to follow the standards specified in THA's *Section 8 Administrative Plan, 2.2 Owner Responsibility*.

#### **13.3 Complaints, Informal Reviews for Applicants, Informal Hearings for Participants**

Complaints will be handled through the processes specified in THA's *Section 8 Administrative Plan, 16 Complaints, Informal Reviews for Applicants, Informal Hearings for Applicants*.

NOTE: This manual refers to sections in THA's Section 8 Administrative Plan. THA changes that Plan occasionally in ways that may change the section numbering. If that happens, references in this manual to numbered sections that have changed should be understood to mean the new number of the section pertaining to the same topic.

**APPENDIX A: INFORMATION AND APPLICATION PACKET**



# **TACOMA HOUSING AUTHORITY**

## **INFORMATION AND APPLICATION**

### **McCarver Elementary School Special Housing Program**



# TACOMA HOUSING AUTHORITY

## An Invitation to Apply McCarver Elementary School Special Housing Program

THA and McCarver Elementary are excited to announce a new partnership to improve student learning and family success through increased family stability and educational program changes at McCarver.

**If you are homeless or at serious risk of homelessness and have a child at McCarver Elementary School in the Tacoma School District, Tacoma Housing Authority (THA) invites you to apply for special rental assistance.**

THA will provide five years of rental assistance for up to 50 families. Families will agree to keep their child enrolled at McCarver while they have this rental assistance. All participating families will receive help from THA staff in become financially self-sufficient and more involved in the education of both the children and the adults in the family.

The amount of THA's Rental Assistance will decline down to zero as the family goes through the program. The family will pay:

- Year One: \$25 per month plus utilities
- Year Two: 20% of the rent plus utilities
- Year Three: 40% of the rent plus utilities
- Year Four: 60% of the rent plus utilities
- Year Five: 80% of the rent plus utilities

The family must meet THA's income eligibility requirements as shown below.

INCOME LIMITS	
Number in household	30% of median income
1 person	\$13,050
2 person	\$14,900
3 person	\$16,750
4 person	\$18,650
5 person	\$20,100
6 person	\$21,600
7 person	\$23,100
8 person	\$24,600
9 person	\$26,110
10 person	\$27,602
11 person	\$29,094



Priority for selection into this program, in this order, will be given to families that are:

1. Homeless and will have a kindergarten child at McCarver in the fall of 2011
2. Homeless and will have a first grade child at McCarver in the fall of 2011
3. At serious risk of homelessness and will have a kindergarten child at McCarver in the fall of 2011
4. At serious risk of homelessness and will have a first grade child at McCarver in the fall of 2011
5. Homeless with a second grade child at McCarver Elementary in the fall of 2011
6. At serious risk of homelessness will have a second grade child at McCarver in the fall of 2011

*In each of these groups, families with more than one child at McCarver will be given preference over other families in that priority.*

Definition of *homeless*: A household that is:

1. in an emergency shelter, or in a transitional housing facility; or
2. is a client of a case-management program serving the homeless.

Definition of *at serious risk of homelessness*: A household that is experiencing any of the following:

1. unable to meet basic housing expenses such as rent, mortgage, or utilities that may result in loss of permanent housing;
2. residing in a motel/hotel due to loss of permanent housing and lacks the resources to remain;
3. has lost permanent housing and is living temporarily with a friend or family member and cannot be placed on the lease;
4. eviction notices;
5. pending unlawful detainer notices;
6. history of housing instability;
5. is a victim of domestic violence; or
6. is facing discharge from a public institution (e.g. incarceration, hospital, etc.) without a housing discharge plan.

If this describes your family, we invite you to complete the attached Application.

**Applications will be considered in the order they are received.**

**Applications for the McCarver Elementary School Special Housing Program can be submitted only on these dates and times:**

**May 21, 2011 from 9:00 a.m. to 3:00 p.m.**

**or**

**May 23, 2011 from 3:45-6:00**

**at McCarver Elementary, 2111 South J St., Tacoma, WA 98405**



## **PARTICIPATION AGREEMENT**

### **Tacoma Housing Authority McCarver Elementary School Special Housing Program**

I \_\_\_\_\_ (write your name here) agree to the following conditions, violation of any of which will allow THA to end my participation in the program.

1. I will keep my child(ren) enrolled at McCarver Elementary School in the Tacoma Public Schools while participating in this project.
2. I will be actively involved in my child's education throughout his/her time at McCarver Elementary. This will include but not be limited to:
  - a. Assuring that my child attends school on time every day;
  - b. Helping my child with homework every day;
  - c. Setting aside a quiet place and time at home for studying;
  - d. Turning off the TV and to the extent possible eliminating distractions during study time;
  - e. Reading with my child daily;
  - f. Actively discussing school and learning with my child every day;
  - g. Regular participation in McCarver's parent Booster Club;
  - h. Participation in school events, both academic and social;
  - i. Regular communication and interaction with my child's teachers; and
  - j. Attending all parent-teacher conferences
3. I commit to taking active steps toward my own economic and professional growth and self-sufficiency. This may include but not be limited to:
  - a. Enrollment in a job training program;
  - b. Taking classes leading to career or economic growth;
  - c. Online study leading to career or economic growth; and
  - d. Internships with employers in my career field.
4. I pledge full cooperation with the THA case worker assigned to assist me in fulfillment of conditions 1-3 above. This includes but is not limited to:
  - a. Regular meetings with the case worker;
  - b. Developing a Family Success Plan
  - c. Working with the case worker to develop long terms plans;
  - d. Setting short and long term goals;
  - e. Regularly discussing progress and challenges; and
  - f. Following up on recommendations made by the case worker.

5. I agree to allow THA, Tacoma Public Schools, the Department of Social and Health Services (DSHS), and THA's community partners to share individually identifiable information about my family. This will include the following.
  - a. Share school data – test scores, attendance, report cards, etc. between the school and THA so that THA can determine if the project is helping to improve student achievement.
  - b. Share any information between the DSHS and THA, so that THA and DSHS can coordinate the services that my family needs.
  - c. Share information on parent success in education and economic progress so that THA can determine how best to support families in their growth.
  
6. I agree that if I fail to fulfill any of these conditions THA may end my rental assistance and my participation in this program.

This agreement will be null and void if I am not accepted into this program.

I declare under penalty of perjury under the laws of the State of Washington that the above is true and correct to the best of my knowledge.

\_\_\_\_\_  
 Head of Household/Adult Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse/Co-Tenant/Adult Signature

\_\_\_\_\_  
 Date



## TACOMA HOUSING AUTHORITY MCCARVER ELEMENTARY SPECIAL HOUSING PROGRAM APPLICATION

***Please complete this application and attach other requested materials before submitting to THA. If there are incomplete portions of the application or attachments are missing, it will be returned to the applicant and must be submitted again. Inaccurate or misleading statements may be grounds for disqualifying the application.***

### **A. Family Information**

Head of Household Name: (Last, First, Middle): \_\_\_\_\_

Gender:(M/F)\_\_\_\_\_ Social Security #:\_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Ethnicity/ Race (optional): \_\_\_\_\_

Current Address: \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Telephone: (\_\_\_\_) \_\_\_\_\_ May we leave messages at this number? Y  N

e-mail address: \_\_\_\_\_

List other members of your family from oldest to youngest:

NAME Last, First, Middle	SSN	GENDER M/F	RELATIONSHIP TO HEAD OF HOUSEHOLD	DATE OF BIRTH MM/DD/YYYY	GRADE IN McCARVER IN 2011-2012

Are you a legal custodian for the children who will be at McCarver Elementary in 2011-2012? Y  N   
If the answer is no, please explain: \_\_\_\_\_

Are you homeless? Y  N

If you are not homeless, are you at serious risk of homelessness? Y  N

Reason for homelessness or risk of homelessness:

- Eviction       Domestic violence       New to Tacoma       Substance abuse  
 Family crisis       Medical issues       Loss of income       Natural disaster  
 Other, please list: \_\_\_\_\_

**Please explain in further detail the circumstances that caused your family to leave your last permanent residence:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Financial & Employment History**

<b>Value of family assets</b> Assets include bank accounts, investments, and real estate. \$ _____ If you have no assets write "none"	<b>Total monthly income</b> Include income from all family members. You may estimate. \$ _____ If you have no income write "none"	<b>Income source(s). Check all that apply.</b> <input type="checkbox"/> Wages <input type="checkbox"/> L&I <input type="checkbox"/> TANF <input type="checkbox"/> Pension <input type="checkbox"/> Workers Compensation <input type="checkbox"/> Child Support <input type="checkbox"/> Other assistance: <input type="checkbox"/> SSA/SSI <input type="checkbox"/> Someone pays my bills/gives me money. <b>Amount \$</b> _____
--	--	--

**C. Rental History**

Last permanent address: \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Can you provide addresses where you have resided for the past two years? Y  N

Have you received subsidized housing in the past? Y  N

If so, where? \_\_\_\_\_

Is there any history of criminal activity, *felony or misdemeanor*, by any household member involving crimes against children or other persons, relating to drugs, and/ or relating to financial exploitation in which the victim was a vulnerable adult? Y  N

Are you required to register as a sex offender? Y  N

I declare under penalty of perjury under the laws of the State of Washington that the above is true and correct to the best of my knowledge.

\_\_\_\_\_  
Head of Household/Adult Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse/Co-Tenant/Adult Signature

\_\_\_\_\_  
Date

**E. Attachment Checklist**

**With this application, you must provide the following documents:**

- THA McCarver Elementary Special Housing Program Participation Agreement
- Certification of United States Citizenship (THA Declaration of Eligibility Status)



*THA does not discriminate on the basis of race, color, national origin, religion, sex, disability, familial status, marital status, ancestry, age, sexual orientation or gender identity. THA has units accessible to persons with disabilities. THA also will reasonably accommodate the needs of disabled applicants or residents.*



**TACOMA HOUSING AUTHORITY**  
**DECLARATION OF ELIGIBILITY STATUS**

(Check One)

(Check One)

- Head of Household    Adult Family Member    Spouse    Co-tenant    Adult Family Member

Print Name

I CERTIFY THAT I AM (Check one)

- a U.S. Citizen  
 a Non-Citizen with Eligible Immigration Status  
 choosing not to state if I am a U.S. Citizen or have Eligible Immigration Status

Print Name

I CERTIFY THAT I AM (Check one)

- a U.S. Citizen  
 a Non-Citizen with Eligible Immigration Status  
 choosing not to state if I am a U.S. Citizen or have Eligible Immigration Status

(Please complete the following only if there are minor children in the family and you are the responsible adult family member).

I certify that the following minor children listed in my household are (please check appropriate box(s) and list the name and birth date):

Name	Birth date
<input type="checkbox"/> a U. S. Citizen:	
_____	_____
_____	_____
_____	_____
_____	_____
<input type="checkbox"/> a Non-Citizen with Eligible Immigration Status:	
_____	_____
_____	_____
_____	_____
_____	_____
<input type="checkbox"/> choosing not to state if they are a U. S. Citizen or have eligible immigration status	
_____	_____
_____	_____
_____	_____
_____	_____

I declare under penalty of perjury under the laws of the State of Washington that the above is true and correct to the best of my knowledge.

\_\_\_\_\_  
 Head of Household/Adult Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse/Co-Tenant/Adult Signature

\_\_\_\_\_  
 Date

Client No. \_\_\_\_\_





# TACOMA HOUSING AUTHORITY

## McCarver Elementary Special Housing Program

### Steps in the Application and Selection Process

1. McCarver staff and community partners encourage eligible families to apply.
2. Applications available at meeting at McCarver – 6 p.m. May 16, 2011 at McCarver.
3. Applications available at McCarver, the school district homelessness program, area homeless shelters.
4. Families submit the Application and Participation Agreement – May 21, 2011 from 9:00-3:00 or May 23, 2011 from 3:45-6:00 p.m. at McCarver Elementary. THA staff date and time stamp applications.
5. THA Community Services staff screen applications for completeness.
6. THA Community Services staff score applications by priority.
7. Qualified applicants begin THA background check, income verification.
8. Families complete THA Needs Assessment and begin to develop Family Success Plan.
9. THA case workers gather additional information about families from McCarver staff and DSHS as necessary.
10. Successful families sign final agreement.
11. THA case workers help families find housing, secure deposits, furniture, etc.
12. THA completes Housing Quality Standards inspection and rent reasonableness assessment.
13. Families sign lease with landlords. THA signs payment agreement with landlords.
14. Families finish developing Family Success Plan.
15. Students start school at McCarver – September 1, 2011.
16. Adults begin financial self-sufficiency and parenting activities.



# TACOMA HOUSING AUTHORITY

## McCarver Elementary Special Housing Program

### Steps in Denial or Termination of Participation

#### Denial of Application

Families could be denied participation in the program at three points in the selection process: Unqualified families will be notified by letter with an explanation of why they are not qualified.

1. Family does not rank in the top 50 applications based on priority selection into the program.  
Qualified families who did not rank high enough will be notified that they will be put on the wait list.
2. Family did not meet THA income eligibility requirements, did not pass the background check, or owes money to THA or other housing authorities.
3. As a part of the development of the Family Success Plan, THA case workers determine that the family is not suitable. This decision will be made by the case worker and the program manager in consultation with McCarver staff and/or DSHS staff as appropriate.

#### Termination

Families could be terminated from participation for four reasons:

1. The family no longer fits into a priority group  
They no longer have children at McCarver  
They are no longer income eligible
2. Expiration of the maximum of five years of support.
3. Violation of THA rental assistance program rules.
2. The families do not comply with their Family Success Plan either in terms of their involvement with their child's education or developing their economic self-sufficiency.  
Family compliance with their Family Success Plan will be monitored by the case workers and reviewed at the end of each McCarver trimester (grading period). If a family is not in compliance, they will be given one trimester to come back into compliance. If they do not, they will be terminated.

**APPENDIX B: LETTER OF PROGRAM ELIGIBILITY**



# TACOMA HOUSING AUTHORITY

Michael Mirra  
*Executive Director*

## BOARD OF COMMISSIONERS

—  
Dr. Arthur C. Banks, Chair  
Janis Flauding, Vice Chair  
Greg Mowat  
Stanley Rumbaugh  
Ken Miller

Date: \_\_\_\_\_

*Name*  
*Address*

Dear \_\_\_\_\_:

Thank you for applying for the McCarver Elementary School Special Housing Program. Based on the information you provided you appear to meet some of the requirements for the program. In order to complete your application, we will check criminal histories of persons in your household and whether you owe money to a public housing authority.

We also need some additional information from you. Please provide a copy of the following documents for everyone in your household:

<ul style="list-style-type: none"> <li>• Income verification, including: <ul style="list-style-type: none"> <li>~ most current pay stubs</li> <li>~ welfare payments</li> <li>~ pension income</li> </ul> </li> <li>• Proof of Social Security numbers</li> </ul>	<ul style="list-style-type: none"> <li>• Picture identification for all adults in the household</li> <li>• Birth certificates for all children in the household</li> <li>• Immigration form I-90 (Green Card) for eligible immigrants</li> </ul>
---	--

Please submit this information either by mail or in person by June \_\_, 2011 to:

Valorie Le  
Tacoma Housing Authority  
Attention: McCarver Project  
902 S. L Street  
Tacoma, WA 98405

Thank you again for your interest in this program.

Sincerely,

TACOMA HOUSING AUTHORITY

Michael Power  
Manager of Education Programs


**APPENDIX C: LETTER OF PROGRAM INELIGIBILITY**



# TACOMA HOUSING AUTHORITY

Michael Mirra  
*Executive Director*

## BOARD OF COMMISSIONERS

——  
Dr. Arthur C. Banks, Chair  
Janis Flauding, Vice Chair  
Greg Mowat  
Stanley Rumbaugh  
Ken Miller

Date: \_\_\_\_\_

*Name*  
*Address*

Dear \_\_\_\_\_

Thank you for submitting an application for the McCarver Elementary School Special Housing Program.

Based on the information you provided on your application this is to inform you that you are not eligible for the program for the following reason.

- You will not have a child at McCarver in the fall of 2011 in kindergarten, grade 1, or grade 2.
- You are not homeless or at risk of homelessness.
- You do not have a level of income which meets THA requirements for rental assistance.
- You did not provide evidence that a member of your household is a U.S. citizen or non-citizen with eligible immigration status.

If you believe that this decision is wrong you are entitled to an informal review. You must notify us in writing within 10 days of receipt of this letter. Please send a letter explaining why you think so to:

McCarver Project  
Tacoma Housing Authority  
902 South L Street  
Tacoma, Washington 98405

Thank you again for your interest in this program.

Sincerely,  
Michael Power


**APPENDIX D: LETTER OF RENTAL ASSISTANCE ELIGIBILITY**



# TACOMA HOUSING AUTHORITY

Michael Mirra  
*Executive Director*

## BOARD OF COMMISSIONERS

——  
Dr. Arthur C. Banks, Chair  
Janis Flauding, Vice Chair  
Greg Mowat  
Stanley Rumbaugh  
Ken Miller

Date: \_\_\_\_\_

*Name*  
*Address*

Dear \_\_\_\_\_

We would like to invite you to participate in the final steps of consideration for acceptance into the McCarver Elementary School Special Housing Program.

The next step is for you to meet with a Tacoma Housing Authority case worker who will ask you to complete a needs assessment, begin working on a Family Success Plan, and review the McCarver Program Participation Agreement. The case worker will also gather other information which will be helpful in making the final decision on your application.

Your case worker will contact you to make an appointment.

We will not make a final decision on your acceptance into the program until this information is complete.

If you have any questions about the process, please write or call:

Michael Power  
Manager of Educational Programs  
Tacoma Housing Authority  
902 South L Street  
Tacoma, Washington 98405  
(253) 207-4404

Thank you again for your interest in this program.

Sincerely,

Michael Power



**APPENDIX E: LETTER OF RENTAL ASSISTANCE INELIGIBILITY**



# TACOMA HOUSING AUTHORITY

Michael Mirra  
*Executive Director*

## BOARD OF COMMISSIONERS

—  
Dr. Arthur C. Banks, Chair  
Janis Flauding, Vice Chair  
Greg Mowat  
Stanley Rumbaugh  
Ken Miller

Date: \_\_\_\_\_

Name  
Address

Dear \_\_\_\_\_

Thank you for submitting an application for the McCarver Elementary School Special Housing Program.

This is to inform you that, based on the information you provided on your application, you are not eligible for this program.

The following standards for rental assistance from Tacoma Housing Authority were not met.

- Criminal background check
- Income over THA limits
- No household members a U.S. citizen or non-citizen with eligible immigration status
- Did not provide Social Security Number Documentation
- Did not complete the required form \_\_\_\_\_
- Other: \_\_\_\_\_

If you believe that this decision is wrong you are entitled to an informal review. You must notify us in writing within 10 days of receipt of this letter. Please send a letter explaining why you think so to:

McCarver Project  
Tacoma Housing Authority  
902 South L Street  
Tacoma, Washington 98405

Thank you again for your interest in this program.

Sincerely,

Michael Power


**APPENDIX F: LETTER OF PROGRAM ADMISSION DETERMINATION**



# TACOMA HOUSING AUTHORITY

Michael Mirra  
*Executive Director*

## BOARD OF COMMISSIONERS

——  
Dr. Arthur C. Banks, Chair  
Janis Flauding, Vice Chair  
Greg Mowat  
Stanley Rumbaugh  
Ken Miller

Date: \_\_\_\_\_

*Name*  
*Address*

Dear \_\_\_\_\_

CONGRATULATIONS!

I am pleased to tell we have selected you for the McCarver Elementary School Special Housing Program!

Based on all of the information you provided and your Family Success Plan, you have met all of the requirements to participate in this exciting program.

You have been scheduled for an orientation meeting on \_\_\_\_\_ at McCarver Elementary, 2111 S. J Street, Tacoma. At this meeting you will fill out all the necessary paperwork.

This meeting will also be a chance to ask questions and to give you help finding housing and other needs you may have so that you are ready to start work on your Family Success Plan when school starts on September 1, 2011.

All adults in your household must attend this meeting.

If you have any questions about the process, please contact your case worker.

Thank you for your participation in this program. We look forward to working with you in the coming years.

Sincerely,

Michael Power


**APPENDIX G: LETTER OF PROGRAM DENIAL**



# TACOMA HOUSING AUTHORITY

Michael Mirra  
*Executive Director*

## BOARD OF COMMISSIONERS

——  
Dr. Arthur C. Banks, Chair  
Janis Flauding, Vice Chair  
Greg Mowat  
Stanley Rumbaugh  
Ken Miller

Date: \_\_\_\_\_

Name  
Address

Dear \_\_\_\_\_

Thank you for submitting an application for the McCarver Elementary School Special Housing Program.

This is to inform you that you have not been selected for this program for the following reason(s):

- You did not attend scheduled meetings with your case worker.
- You did not provide documentation of homelessness or risk of homelessness.
- You did not complete the Family Success Plan.
- You did not show evidence that you would meet the program requirements.
- Other: \_\_\_\_\_

If you believe that this decision is wrong you are entitled to an informal review. You must notify us in writing within 10 days of receipt of this letter. Please send a letter explaining why you think so to:

McCarver Project  
Tacoma Housing Authority  
902 South L Street  
Tacoma, Washington 98405

Sincerely,

Michael Power

**APPENDIX H: FINAL PARTICIPATION AGREEMENT**



## **FINAL PARTICIPATION AGREEMENT**

### **Tacoma Housing Authority McCarver Elementary School Special Housing Program**

I \_\_\_\_\_ (*write your name here*) agree to the following conditions, violation of any of which will allow THA to end my participation in the program.

1. I will keep my child(ren) enrolled at McCarver Elementary School in the Tacoma Public Schools while participating in this project.
2. I will participate in parenting activities. This will include but not be limited to:
  - a. Work with the case worker to identify parenting needs.
  - b. Read good ideas for parenting.
  - c. Talk with my child(ren) about family rules and expectations.
  - d. Focus on what is best for my children.
  - e. Regularly attend parenting classes.
  - f. Track my progress in parenting skills.
  - g. Create rules and expectations for all family members.
3. I will be actively involved in my child's education throughout his/her time at McCarver Elementary. This will include but not be limited to:
  - a. Assure that my child attends school on time every day;
  - b. Help my child with homework every day;
  - c. Set aside a quiet place and time at home for studying;
  - d. Turn off the TV and to the extent possible eliminating distractions during study time;
  - e. Read with my child daily;
  - f. Actively discuss school and learning with my child every day;
  - g. Regularly participate in McCarver's parent Booster Club;
  - h. Participate in school events, both academic and social;
  - i. Regularly communicate with my child's teachers; and
  - j. Attend all parent-teacher conferences



4. I commit to taking active steps toward my own economic and professional growth and self-sufficiency. This may include but not be limited to:
  - a. Enrollment in a job training program;
  - b. Taking classes leading to career or economic growth;
  - c. Online study leading to career or economic growth;
  - d. Internships with employers in my career field;
  - e. Increasing earned income; and
  - f. Earning enough money to be self-supporting.
  
5. I pledge full cooperation with the THA case worker who will help me fulfill this Agreement. This includes but is not limited to:
  - a. Regular meetings with the case worker;
  - b. Developing a Family Success Plan
  - c. Working with the case worker to develop long terms plans;
  - d. Setting short and long term goals;
  - e. Regularly discussing progress and challenges;
  - f. Following up on recommendations made by the case worker; and
  - g. Completing the activities outlined in my Family Success Plan.
  
6. I agree to allow THA, Tacoma Public Schools, the Department of Social and Health Services (DSHS), and THA’s community partners to share individually identifiable information about my family. This will include the following.
  - a. Share school data – test scores, attendance, report cards, etc. between the school and THA so that THA can determine if the project is helping to improve student achievement.
  - b. Share any information between the DSHS and THA, so that THA and DSHS can coordinate the services that my family needs.
  - c. Share information on parent success in education and economic progress so that THA can determine how best to support families in their growth.
  
7. I agree that if I fail to fulfill any of these conditions THA may end my rental assistance and my participation in this program.

This agreement will be null and void if I am not accepted into this program.

I declare under penalty of perjury under the laws of the State of Washington that the above is true and correct to the best of my knowledge.

\_\_\_\_\_  
Head of Household/Adult Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse/Co-Tenant/Adult Signature

\_\_\_\_\_  
Date

**APPENDIX I: HAP CONTRACT AND TENANCY ADDENDUM**

**MCCARVER HOUSING ASSISTANCE PAYMENT CONTRACT  
(HAP Contract)**

**Part A: Information**

**1. Contents of Contract**

This contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

**2. Tenant:** \_\_\_\_\_

**3. Contract Unit:** \_\_\_\_\_  
\_\_\_\_\_

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and THA.

_____	_____
_____	_____
_____	_____

**5. Initial Lease Term:**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

During the initial lease term, the owner may not raise the rent.

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by THA to the owner is \$ \_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by THA to the owner is subject to change during the HAP contract term.

**8. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating			
Cooking			
Water Heating			
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

**Signatures:**

**Tacoma Housing Authority**

**Owner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Mail Payments to:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, State, Zip)

# Housing Assistance Payments Contract (HAP Contract)

Program

## Part B of HAP Contract: Body of Contract

### 1. Purpose

- a. This is a HAP contract between the PHA and the owner.
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

### 2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

### 3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

### 4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, that available program funding is not sufficient to support continued assistance for families in the program.
  - (6)

- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

**5. Provision and Payment for Utilities and Appliances**

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

**6. Rent to Owner: Reasonable Rent**

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA [REDACTED]
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

[REDACTED]
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

**7. PHA Payment to Owner**

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a

tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. **Amount of PHA payment to owner**

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA [REDACTED] for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term [REDACTED]. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

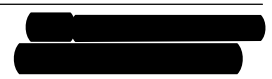
d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility.**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract [REDACTED] for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner [REDACTED]

**8. Owner Certification**



During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

**9. Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

#### 10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
  - (5) If the owner has engaged in any drug-related

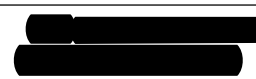
- b. criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

#### 11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

#### 12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of



the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### 14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation [REDACTED].
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated

the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

**15. Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**





**16. Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

**17. Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements. [REDACTED]

**Housing Assistance Payments Contract** [REDACTED]  
**(HAP Contract)** [REDACTED]  
[REDACTED]  
**Program**

**Part C of HAP Contract: Tenancy Addendum**

**1. [REDACTED] Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy [REDACTED].
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA [REDACTED].
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial

term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA [REDACTED].
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**b Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

**c. Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

**d Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

**a. Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

**b Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

**c Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

**d Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This



provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

**e. Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance [REDACTED]
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing 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 the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

**f. Eviction by court action.** The owner may only evict the tenant by a court action.

**g. Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

**9. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

**10. PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds [REDACTED] If the PHA terminates program assistance for the family, the lease terminates automatically.

**11. Family Move Out**

The tenant must notify the PHA and the owner before the family moves out of the unit.

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.



- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

**13. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

**14. Conflict with Other Provisions of Lease**

- a. [REDACTED]
- b. In case of any conflict between the provisions of the tenancy addendum [REDACTED] and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the [REDACTED] tenancy addendum shall control.

**15. Changes in Lease or Rent**

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA [REDACTED]

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

**17. Definitions**

- Contract unit.** The housing unit rented by the tenant with assistance under the program.
- Family.** The persons who may reside in the unit with assistance under the program.
- HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.
- Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)
- Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.
- HUD.** The U.S. Department of Housing and Urban Development.
- HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.
- Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum [REDACTED]
- PHA.** Public Housing Agency.
- Premises.** The building or complex in which the contract unit is located, including common areas and grounds. [REDACTED]
- Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.
- Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).
- Tenant.** The family member (or members) who leases the unit from the owner. [REDACTED]

**16. Notices**



**APPENDIX J: FAMILY SUCCESS PLAN TEMPLATE**



## Tacoma Housing Authority

### McCarver Elementary School Special Housing Program



## FAMILY SUCCESS PLAN

This plan was made by the \_\_\_\_\_ family.

Parent or Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

Caseworker Signature: \_\_\_\_\_ Date \_\_\_\_\_





# PARENTING

These are the skills we need to be a successful family and to make sure our children have all the support they need.

## Goals for the first three-six months of the McCarver Program

- Working with the case worker to identify parenting needs.
- Scheduling.
- Talking with my child(ren) about family rules and expectations.
- Managing behavior.
- Organization.
- Communication.
- Setting priorities.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

## Long-Term Goals: (What we commit to achieving by the end of the McCarver Program)

- Regularly attending parenting classes.
- Tracking my progress in parenting skills.
- Creating rules and expectations for all family members.
- Creating family schedules and sticking to them.
- Making time for work, school, and play.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

## Accomplishments: (How we will know that we met our goals)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_



## EDUCATION

This is what we need to do to help our children succeed in school

### Goals for the first three-six months of the McCarver Program

- Make a plan to make sure my child attends school on time every day.
- Set up a schedule to help my child with homework every day.
- Set aside a quiet place and time at home for studying.
- Turn off the TV and to the extent possible eliminate distractions during study time.
- Learn about how to read with my child.
- Learn how to participate in McCarver's parent Booster Club.
- Find out how to participate in school events, both academic and social.
- Set up regular communication and interaction with my child's teachers.
- Put all parent-teacher conferences on my calendar.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Long-Term Goals: (What we commit to achieving by the end of the McCarver Program)

- My child will attend school on time every day.
- I will help my child with homework every day.
- My child will study quietly at home every day.
- I will read with my child every day.
- I will discuss school and learning with my child every day.
- I will participation in McCarver's parent Booster Club.
- I will participation in school events, both academic and social.
- Regular communication and interaction with my child's teachers.
- Attending all parent-teacher conferences.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Accomplishments: (How we will know that we met our goals)

1. My child will read on grade level by third grade.
2. My child will think of her/himself as a reader and writer.
3. My child will improve her/his grades and test scores each year.
4. Other: \_\_\_\_\_
5. Other: \_\_\_\_\_



## CAREER AND PROFESSIONAL

These are the skills we need to improve our family economic situation and to be self-sufficient by the end of the McCarver Program.

### Goals for the first three-six months of the McCarver Program

- Explore a career path.
- Identify a job training program.
- Enroll in classes leading to career or economic growth.
- Explore online study leading to career or economic growth.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Long-Term Goals: (What we commit to achieving by the end of the McCarver Program)

- Complete a job training program.
- Complete classes leading to career or economic growth.
- Complete online study leading to career or economic growth.
- Complete an internship with an employer in my career field.
- Earn enough to pay 20% of the rent by end of the first year of the program.
- Earn enough to pay 40% of the rent by end of the second year of the program.
- Earn enough to pay 60% of the rent by end of the third year of the program.
- Earn enough to pay 80% of the rent by end of the fourth year of the program.
- Earn enough to pay 100% of the rent by end of the fifth (or final) year of the program.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Accomplishments: (How we will know that we met our goals)

1. By the end of our time in the McCarver Program, we will be able to pay 100% of our rent.
2. Other: \_\_\_\_\_
3. Other: \_\_\_\_\_
4. Other: \_\_\_\_\_
5. Other: \_\_\_\_\_




**APPENDIX K: LETTER OF TERMINATION**



# TACOMA HOUSING AUTHORITY

Michael Mirra  
*Executive Director*

## BOARD OF COMMISSIONERS

——  
Dr. Arthur C. Banks, Chair  
Janis Flauding, Vice Chair  
Greg Mowat  
Stanley Rumbaugh  
Ken Miller

Date: \_\_\_\_\_

Name  
Address

Dear \_\_\_\_\_

This is to inform you that you are going to be terminated from the McCarver Elementary School Special Housing Program for the following reason(s).

- Your maximum of five years of program support has expired.
- You do not have a child at McCarver in the grades which are supported by this program.
- You have violated THA rental assistance program rules. Specifically:  
\_\_\_\_\_
- You have not complied with your Family Success Plan within the time agreed upon with your case worker.

If you believe that this decision is wrong you are entitled to an informal review. You must notify us in writing within 10 days of receipt of this letter. Please send a letter explaining why you think so to:

McCarver Project  
Tacoma Housing Authority  
902 South L Street  
Tacoma, Washington 98405

Thank you again for your interest in this program.

Sincerely,

Michael Power