



## JACKSONVILLE HOUSING AUTHORITY (JHA)

### **DRAFT WORKING FAMILY AGREEMENT PROPOSAL FY 2027 (PUBLIC HOUSING, HCV, AND PBV PROGRAMS)**

#### **PURPOSE OF THIS AGREEMENT**

This Agreement establishes the pre-occupancy and continued occupancy requirements for applicants and participants of the Jacksonville Housing Authority (JHA) Public Housing, Housing Choice Voucher (HCV), and Project-Based Voucher (PBV) programs.

Consistent with HUD proposed regulatory frameworks under 24 CFR regarding economic self-sufficiency, this Agreement promotes employment, work participation, and reduced dependency on housing subsidies. Execution of this Agreement is a condition of admission and continued assistance, except where exemptions apply.

#### **APPLICABILITY**

This Agreement applies to:

- All non-exempt adult household members (18+)
- Applicants at admission and residents at re-examination
- Public Housing leaseholders and HCV/PBV participants

#### **DEFINITION OF WORK ACTIVITY**

The following qualify as Work Activity under this Agreement:

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

All employment must be verifiable and ongoing.

#### **DEFINITION OF WORK-RELATED EDUCATION OR TRAINING ACTIVITY**

The following qualify as Work-Related Educational or Training Activities:

1. On-the-job training (30+ hours/week)
2. Vocational training (30+ hours/week)
3. Job-skills training directly related to employment (30+ hours/week)
4. Postsecondary education (college/junior college) with minimum 8 class hours/week

#### **Combined Work/Education Requirements**

- Full-time education may substitute for work activity.
- Part-time education requires:
  - Minimum 20 hours/week employment, OR

- Combination of work + training totaling at least 30 hours/week
- GED/Adult Basic Education participants must:
  - Work at least 20 hours/week

**Maximum Duration:**

Participation in Work-Related Educational/Training activities is limited to 24 cumulative months.

**PRE-OCCUPANCY REQUIREMENT**

Prior to admission, all non-exempt applicants must:

- Be employed 30+ hours/week for at least 30 consecutive days, OR
- Be actively engaged in qualifying training/education AND compliant with a JHA-approved Self-Sufficiency or Case Management Plan for at least 30 consecutive days

**CONTINUED OCCUPANCY REQUIREMENT**

All non-exempt households must:

- Maintain continuous compliance with work or qualified activity requirements
- Provide documentation at:
  - Annual recertification
  - Interim reviews
- Report on changes within 10 business days

**EXEMPTIONS FROM WORK REQUIREMENT**

The following individuals are exempt:

- Persons 62 years of age or older
- Persons who are blind or disabled (per Sections 216(i)(1) or 1614 of the Social Security Act)
- Individuals who are primary caregivers for a disabled household member

**Exemption Request Requirements**

To claim exemption, the participant must:

1. Submit a written request to JHA
2. Provide third-party verification of eligibility

Exemptions are subject to annual review and verification.

**SPECIAL REQUIREMENTS FOR DISABLED HOUSEHOLDS**

- Disabled participants under age 62 working less than 20 hours/week must complete:
  - 8 hours/month of community service (consistent with federal community service requirements)
- Exemption from community service requires:
  - Physician certification stating inability to perform any service

**TEMPORARY HARDSHIP POLICY**

Participants who experience hardship (e.g., job loss, illness) may request temporary relief.

Requirements:

- Written request within 10 days of hardship
- Supporting documentation required
- Temporary exemption period: Up to 90 days (or as approved by JHA)

**CASE MANAGEMENT / SELF-SUFFICIENCY PARTICIPATION**

Where applicable (including mixed-income, HOPE VI, or JHA-designated developments):

All participants must:

- Enroll in JHA-approved case management or self-sufficiency program
- Complete:
  - Personal assessment
  - Employment planning
  - Periodic progress reviews

Participation may be required beyond program closeout if services remain available.

## TERMS AND CONDITIONS

Participants Must:

- Maintain compliance with work/activity requirements
- Provide verifications upon request
- Participate in required case management or employment services
- Report changes timely

## NON-COMPLIANCE AND ENFORCEMENT

Failure to comply may result in progressive enforcement:

1. Written warning
2. Mandatory compliance meeting
3. Corrective Action Plan
4. Termination of assistance (with due process rights)

## CORRECTIVE ACTION PLAN (IF REQUIRED)

May include:

- Enrollment in workforce programs
- Documented job search efforts
- Required employment benchmarks
- Weekly or monthly reporting

JHA RESPONSIBILITIES JHA will:

- Provide clear policy guidance
- Offer referrals to employment/training resources
- Ensure uniform enforcement
- Process exemptions and hardship requests timely

## CERTIFICATION

By signing below, the participant certifies:

- Understanding of the Working Family Requirement
- Agreement to comply with all terms
- Acknowledgment that non-compliance may result in termination of assistance

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

The Jacksonville Housing Authority (“JHA”) and the Participant/Leaseholder agree to the following:

### 1. Case Management / Self-Sufficiency Participation

All non-exempt adult household members may be required to participate in JHA-approved case management, workforce development, or self-sufficiency programs, as determined by JHA.

Where required, the Participant/Leaseholder shall:

- a. Participate in an initial personal and employment assessment conducted by JHA or its designated service provider; and
- b. Collaborate with JHA or its designee to develop an individualized Family Responsibility Plan (FRP) or Self-Sufficiency Plan, which establishes goals, required activities, and timelines; and
- c. Comply with all responsibilities and action steps outlined in the approved plan, which may be revised periodically; and
- d. Attend all scheduled meetings and participate in activities designed to support employment attainment, retention, and advancement.

### 2. Pre-Occupancy Requirement

Prior to admission to the program or execution of a lease or Housing Assistance Payment (HAP) contract, each non-exempt adult household member must:

- (a) Be employed in a qualifying Work Activity for a minimum of 30 hours per week for at least 30 consecutive days, OR
- (b) Be engaged in a qualifying Work-Related Educational or Training Activity and in compliance with an approved Family Responsibility Plan for at least 30 consecutive days

For purposes of this Agreement, employment must meet the definition of Work Activity established by JHA policy.

### 3. Ongoing Participation Requirements

All non-exempt Participants/Leaseholders not already enrolled in an approved self-sufficiency or workforce program must enroll and actively participate, if required by JHA.

Participation requirements include:

- (a) Completion of assessments
- (b) Development and maintenance of a Family Responsibility Plan
- (c) Demonstration of progress toward employment or self-sufficiency goals

### 4. Continued Occupancy Requirement

As a condition of continued assistance, the Participant/Leaseholder shall:

- (a) Maintain employment of at least 30 hours per week, AND remain in compliance with the Family Responsibility Plan; OR
- (b) Participate full-time in a qualifying Work-Related Educational or Training Activity AND remain compliant with the Family Responsibility Plan

## 5. Change in Employment Status

The Participant/Leaseholder may temporarily fall below the 30-hour work requirement under the following conditions:

- Employment may fall below 30 hours per week for no more than 13 cumulative weeks within a 12-month period, unless otherwise approved as part of an authorized training or education plan
- The Participant/Leaseholder must notify JHA within 10 business days of:
  - Job loss
  - Reduction in hours
  - Change in participation status

Upon notification, JHA may initiate a compliance review period of up to 90 days.

### 5a. Non-Compliance Threshold

If the Participant/Leaseholder exceeds 13 cumulative weeks of non-compliance within a 12-month period (without approved participation in training or education):

JHA will determine the household to be non-compliant

Enforcement action will begin in accordance with:

- The lease (Public Housing), OR
- HAP contract and program obligations (HCV/PBV)
- JHA ACOP or Administrative Plan
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The Participant/Leaseholder may request a one-time extension of up to 30 days if:

Extenuating circumstances are documented, and  
JHA determines the request to be reasonable and verifiable

If the extension is denied or unsuccessful, JHA may proceed with termination actions in accordance with due process requirements.

## 6. Lease and Program Authority

In the event of any conflict between this Agreement and:

The Public Housing Lease, OR

The HCV/PBV program requirements under the HAP contract

The governing lease and federal program regulations shall prevail.

## 7. Eligibility and Continued Assistance Standards

The Participant/Leaseholder understands that eligibility for admission and continued assistance is subject to compliance with:

- a) JHA ACOP (Public Housing) and/or Administrative Plan (HCV/PBV)
- b) Federal regulations (including 24 CFR Parts 5, 960, and 982)
- c) Applicable state and local laws

This includes, but is not limited to:

- Satisfactory history of meeting financial obligations, including rent and utilities
- No pattern of disturbance, property damage, or behavior affecting health and safety
- No disqualifying criminal activity
- No recent eviction without evidence of changed circumstances

- Willingness and ability to comply with lease/program requirements
- Truthful and complete disclosure of all required information
- Acceptable housekeeping practices
- Ability to establish and maintain utilities (where applicable)

Compliance with this Working Family Agreement and any applicable community service or self-sufficiency requirements (unless exempt)

8. JHA Discretion and Policy Authority Jacksonville Housing Authority reserves the right to:

- Interpret and enforce this Agreement
- Modify or revise provisions as necessary due to:
  - a) Changes in HUD regulations
  - b) Local policy updates
  - c) Operational needs

Requests for exceptions or reasonable accommodation must be submitted in writing and will be reviewed in accordance with JHA policies and applicable fair housing requirements.

**AGREEMENT AND SIGNATURES**

BY SIGNATURE BELOW, THE PARTICIPANT/LEASEHOLDER AND JHA ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS WORKING FAMILY AGREEMENT.

PARTICIPANT / LEASEHOLDER:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

JACKSONVILLE HOUSING AUTHORITY:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**This Agreement is not intended to take effect until 24-CFR-NPRM-6520-P-01 is approved by HUD and Congress.**

**DRAFT ONLY -  
 -Working family / Work requirement” (proposed rule FR-6520-P-01, published March 2, 2026)**

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