



Grand Ronde Tribal Housing Authority

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Student Rental Assistance Program

POLICY & PROCEDURES

Adopted by the Grand Ronde Tribal Housing Authority
Board of Commissioners on April 18, 2006.

2011-2012 EDITION

Adopted October 18, 2011.

I. Introduction

- A. General Purpose. To support low-income Tribal members attending post-secondary educational institutions by providing a rental stipend to assist them with their rental housing costs.
- B. Application of Policy. This policy is designed to serve as a manual for Grand Ronde Tribal Housing Authority (GRTHA) staff to use in determining eligibility and compliance with program participation regulations.

II. Terms and Conditions

- A. Confidentiality. GRTHA staff will respect Applicants/Students by keeping all information about them in the strictest confidence and will not share information without consent.
- B. Annual Review. GRTHA staff will bring this policy before the GRTHA Board on an annual basis (generally by the end of August of each year) for review.
- C. Funding & Limitations. Student's participation in the program is subject to funding availability. No recipient may receive assistance after a seven-year period beginning the date the first stipend was received.
- D. Days. All references to days within this policy shall refer to calendar days.
- E. Tribal Preference. In selecting students to receive rental assistance, GRTHA shall make selections as outlined below:

1. Eligible Confederated Tribes of Grand Ronde (CTGR) Tribal member students throughout the United States.
 2. Eligible members of a state or federally recognized Tribe living and attending a post secondary education institution located within Polk, Yamhill, Washington, Marion, Tillamook and Multnomah counties. Assistance to this category shall not exceed 10% of the Student Rental Assistance program's annual budget.
- F. Submittal of Required Documentation. Any documentation required by this policy may be submitted to GRTHA either electronically or by hard copy (i.e., email, fax, postal service or personal delivery). GRTHA recommends and prefers submittal of documents electronically as opposed to postal service, to expedite processing. All documents (regardless of how a document is submitted) must be complete upon submission including any/all required signatures.

III. Application Procedure

- A. Application. Students must complete and submit to GRTHA a Student Rental Assistance Program Application (Exhibit A).
- B. Required Documentation to be Submitted with Application.
 1. Authorization for Release of Information (Exhibit B)
 2. Income verification documentation
 3. Tribal enrollment verification
 4. Verification of enrollment in post secondary institution (if already enrolled)
- C. Applications Received-Reviewed. Following receipt of the application, GRTHA will confirm the eligibility of the applicant as set forth below.
- D. If the student is already renting a unit or is prepared to rent a unit, he/she may submit a completed Livability Standards with required photos (see Section V-B below) at time of application so that unit eligibility can be determined in conjunction with applicant's eligibility.

IV. Applicant Eligibility

- A. General Requirements.
 1. The student must be a member of a state or federally recognized Tribe and age 18 or over. Grand Ronde Tribal Members are served first in accordance with Tribal preference set forth in Section II-E above.
 2. Any student receiving rental assistance through any other HUD-funded program is ineligible for GRTHA's Student Rental Assistance Program.
 3. The student must not have any outstanding debts with GRTHA or CTGR or other public or Indian housing authority, and will not become eligible until such debts have been satisfied.

4. The student must be within the allowable assistance timeframe (see Section II-C above)
5. The student must not have been previously terminated from this program due to non-compliance as described below (Section IX).
6. The student must be enrolled in a post-secondary educational institution within the United States with at least a half-time class load. Levels of enrollment, including half time, are defined in Section VII-B. A post-secondary educational institution is:
 - a. Any institution that is accredited by one of the national or regional accrediting associations listed below and accepts Federal Student Aid (Title IV funding).
 - i. American Medical Association, AMA (all medical students) <http://www.ama-assn.org/>
 - ii. American Bar Association, ABA (all law students) <http://www.abanet.org/>
 - iii. Higher Learning Commission of Colleges and Schools, HLC (Formerly the North Central Association) <http://www.ncahigherlearningcommission.org/>
 - iv. Middle States Association of Colleges and Schools, MSA <http://www.middlestates.org/>
 - v. New England Association of Schools and Colleges, Inc.-Commission on Institutions of Higher Education, NEASC-CIHE <http://www.neasc.org/>
 - vi. New England Association of Schools and Colleges, Inc.-Commission on Technical and Career Institutions, NEASC-CTCI <http://www.neasc.org/ctci/ctci.htm>
 - vii. Northwest Commission on Colleges and Universities, NCCU (formally Northwest Association of Schools and Colleges) <http://www.nwccu.org/>
 - viii. Southern Association of Colleges and Schools/Commission on Colleges, SACS-CC <http://www.sacs.org/>
 - ix. Western Association of Schools and Colleges/Accrediting Commission, WASC <http://www.wascweb.org/>
 - b. Post Secondary Institutions that do not meet the above criteria may be reviewed for consideration with request from the student. The request must express why the student believes they should attend this institution rather than an accredited institution offering a similar program of study, or that there is no accredited institution offering a similar program of study. Students must also provide verification of the institution's accrediting agency.

B. Income Requirements.

1. Total household income is determined by GRTHA in one of two ways. The preferred method is using the adjusted gross income as determined by the individual's filed IRS 1040 (long) form. In all instances that an IRS 1040 (long) form is not available or was filed more than six months prior to the date received by GRTHA, income is determined pursuant to 24 CFR, Part 5, Subpart F (Part 5). When using Part 5 income determination, annual income is the anticipated total income from all sources received by any adult household member (even if temporarily absent), including all net income derived from assets, exclusive of certain types of income provided in 24 CFR 1000.10 (b)(1).

2. The student’s household income during attendance must be at or below 80% of the median income for the Grand Ronde Tribal Housing Authority service area. Household income includes student and (if applicable) spouse and/or children.

- a. *2011-2012 Income Limits.*

Number of Persons in Household	Maximum Annual Income ¹
1	\$40,350
2	\$46,100
3	\$51,850
4	\$57,600
5	\$62,250
6	\$66,850
7	\$71,450
8	\$76,050

- b. *Annual Adjustments to Income Limits.* The 2011-2012 Income Limits as noted above are the current limits as of the date this edition was adopted. These limits are subject to annual adjustments by the Office of Native American Programs (ONAP). Upon annual publication of ONAP’s Program Guidance (“Income Limits under the Native American Housing Assistance and Self-Determination Act of 1996”) adjusting the income limits, the limits in the Guidance will become effective.

- C. Acceptance Requirement.

1. Student must be accepted for enrollment by a post secondary institution and scheduled to start classes within 6 months of the date application is received.
 2. If registration is delayed one term for any reason, the application will remain active.
 3. If registration is delayed a second term, the applicant will need to reapply.
 4. If student has already started classes and is more than one month into the term, the application will be processed for the following term.

- D. Eligible. If approved, the student will receive a Notification of Eligibility (Exhibit C) from GRTHA along with a Unit Eligibility Packet (Exhibit D) containing the following items:

1. The Livability Standards (Exhibit E). For more information, see Section V-B below.
 2. If requested by the student, a one-use camera will be provided for the student to take photographs of the proposed rental unit.

Note: Only developed and digital photos are accepted. If the one-use camera is sent to GRTHA instead of developed photographs, it will be returned to the student for him/her to develop the photos. This may delay the eligibility determination and possibly the receipt of stipend.

¹ These 2011-2012 income limits are based on 80% of the 2011-2012 HUD published figures for Portland Metropolitan Area Median Income of \$72,000 per year for a family of four, and are subject to annual adjustments.

V. Unit Eligibility

Following GRTHA's receipt of signed Livability Standards, Rental Agreement and photos as requested, GRTHA staff will confirm unit eligibility as set forth below.

A. General Requirements.

1. Students may not rent a unit from any family member². This does not exclude students from co-renting a unit with a family member from a non-family member landlord, other than as noted in (2) below.
2. Students may not be residing with anyone who can declare them as a dependent on their federal income taxes.
3. The unit must be the student's primary residence while attending school.
4. Unit must be located in the United States (even if the student is temporarily abroad as part of an academic program).

B. Livability Standards (Exhibit E).

1. *On Campus Housing.* On Campus Housing will be presumed to meet livability standards because it is GRTHA's understanding that post secondary institutions monitor the livability of their units. GRTHA will not require photos of on campus units.
2. *Off Campus Housing.* GRTHA will use the Livability Standards to confirm the livability of off campus housing. Photos will be used to verify that the unit complies with the Livability Standards.

C. Rental Agreement. The student must provide a rental agreement that lists the landlord, the rent amount, unit address, the rental period and other general terms.

D. Unit Eligibility Issues. If there is an issue with the unit (such as a moldy bathroom or an inadequate rental agreement) GRTHA will notify the student and work with him/her to resolve the issue. If the issue remains unresolved, the stipend will not be granted.

VI. Student Rental Assistance Acceptance Agreement

GRTHA will send the student, once the student and unit are determined eligible, the Student Rental Assistance Acceptance Agreement (Exhibit F).

- A. The Student Rental Assistance Acceptance Agreement must be signed by the student prior to receipt of the stipend. The agreement will contain the institution the student is enrolled at, the level of enrollment, the address of the rental unit, the total monthly

² For the purpose of this policy, family member means: (i) first and second degree relations (Mother, Father, Daughter, Son, Full Sister, Full Brother, Half Sister, Half Brother, Grandmother, Grandfather, Granddaughter, Grandson, Aunt, Uncle, Niece and Nephew) or (ii) equivalent who are related by marriage, domestic partnership or adoption; or (iii) people who are either married to each other or involved in a quasi spousal relationship including unmarried parents of a child.

rental amount, the student's portion of the monthly rental amount and the amount of stipend (as determined in VII below).

- B. If there are any changes to the terms of the agreement, the student must notify GRTHA within 10 days of the change and a new agreement or amendment, as appropriate, will be processed.

VII. Stipend

- A. Stipends. Students will receive stipend checks for months that they attend school. See Section D below for treatment of breaks in schooling.

- B. Stipend Amount. The student's level of enrollment as determined below (not necessarily the number of classes) determines the student's stipend amount.

- 1. *Credit Hours*. A credit hour is a unit of academic measurement fulfilled by completing one hour of class instruction each week for one term, such as a semester hour or quarter hour. For those students attending a post secondary institution using credit hours to measure enrollment the stipend will be as follows:

<u>Level of Enrollment</u>	<u>Credit hours</u>	<u>Monthly Stipend (Maximum)</u>
Half Time	6-11	\$250
Full Time	12+	\$500

- 2. *Other Measurements*. Students attending a post secondary institution that does not use credit hours or defines enrollment differently than set forth above will need to provide GRTHA with the institution's definition for enrollment and if applicable the institutions definition of unit/credit. GRTHA will make a finding as to the appropriate level of enrollment based on information received by the student and confirmed by the institution.
- 3. *Excess of Rental Amount*. The stipend amount will not exceed the student's proportionate share of the monthly rental amount for the unit.

- C. Payment of Stipend.

- 1. Upon receipt of the signed Student Rental Assistance Acceptance Agreement, GRTHA will pay the monthly stipend directly to the student.
- 2. The first rental assistance check will be prorated. The proration will be paid based on the first day of class and will be calculated based on a 30-day month.
- 3. If the Student Rental Assistance Acceptance Agreement is not received until after the first day of class, the proration will be based on date the agreement was received.
- 4. All subsequent checks will be processed and mailed approximately one week before the beginning of the following month to assure rent can be paid timely. Checks are issued in accordance with the Check Run Schedule (Exhibit G).
- 5. If a check is not received within 10 days of scheduled check run date, the student needs to contact GRTHA to let staff know.

D. Breaks in Schooling.

1. If a student does not take a break between terms (such as summer break) they will be continuously assisted.
2. If the student is on a break longer than six (6) weeks (such as summer break), the stipend will not be provided during the break.
3. The first check of the next enrolled term will be prorated as noted above (Section VII-C-2).
4. Students must keep GRTHA apprised of current contact information, including mailing address, while enrolled and during any breaks in schooling.

VIII. Program Compliance

A. Each Term.

1. *Enrollment.* Prior to the beginning of each term, the student must provide GRTHA with enrollment verification, such as a copy of his/her enrollment form or class schedule. Enrollment verification must include the student's name, the name of the school, the date the term begins and ends as well as the number of credits the student is taking. If this information is not provided prior to the term, stipends will be prorated as set forth in Section IX-A below.
2. *Grades.*
 - a. At the end of each term, the student must provide GRTHA with documentation from the institution of his/her grades such as a transcript, grade report, progress report or equivalent.
 - b. The student must maintain passing grades each term with at least a 2.0 GPA, or equivalent, to remain eligible. If student does not maintain at least a 2.0 GPA or equivalent, see Section IX-C below.
 - c. If the student is involved in a grade dispute, he/she must still provide GRTHA with documentation of initial grades. However, if the grade disputed has caused a GPA of less than 2.0, the student will be put on probation in accordance with Section IX-H below until the dispute is resolved and updated grades have been provided to GRTHA.

B. Recertification.

1. Recertification will be conducted annually and if applicable on an interim basis. The purpose of a recertification is to confirm the student's continued eligibility.
2. Prior to annual recertification, the Housing Services Coordinator will notify the student of the upcoming recertification and deadline for completion.
3. Interim recertifications will occur for changes in income, household size, and other issues relating to the student's eligibility that occur in between the annual recertifications.

C. Changes while receiving assistance.

1. *Change in Level of Enrollment.*

- a. Students must notify GRTHA within 10 days of any change in level of enrollment.
 - b. GRTHA will send the student an Amendment to his/her Student Rental Assistance Acceptance Agreement reflecting the new stipend amount which will take effect for the following stipend payment.
2. *Moving.*
- a. Students that desire to move from an approved unit must receive approval from GRTHA prior to the move if they wish to receive continuing assistance.
 - b. If a student chooses to move, it must be in accordance with the terms of their rental agreement. In addition:
 - i. The student must request new Unit Eligibility Packet.
 - ii. Provide GRTHA with the Livability Standards and photographs.
 - iii. Upon receipt, GRTHA will contact the current landlord to verify participant's compliance with rental agreement.
 - (a) If the student found to have violated the rental agreement, see Section IX-H below.
 - (b) If the student is found to have complied with the rental agreement, GRTHA will confirm Unit Eligibility for prospective unit pursuant to Section V above.
 - iv. If prospective unit has unit eligibility issues, proceed in accordance with Section V-D above.
 - c. GRTHA, upon approval of the move, will process a Student Rental Assistance Acceptance Agreement Amendment as set forth in Section VI-B above.
3. *Change Unit resident's composition or Rental Agreement.* Students must notify GRTHA within 30 days of any change of the permanent residents of the unit. Further, if there are any changes or amendments to the rental agreement a copy of the amendment or new rental agreement must be provided to GRTHA within 30 days of signing. If student fails to provide timely updates, it may impact his/her eligibility or stipend amount and the stipend may be terminated, suspended or prorated accordingly.
4. *Change in Income.* Students must notify GRTHA within 30 days of any change in his/her household income (as defined in IV-B-2 above). This may result in an interim recertification as described in Section VIII-B above. If the change is an increase in such amount that the household income is above the maximum allowable income see Section X below.

IX. Non-Compliance

A. Failure to Provide Documentation.

1. *Term.*

- a. Enrollment. The student will not receive assistance for a term until enrollment verification is received and processed by GRTHA. If the documentation is not received prior to the beginning of term, stipends will be prorated to begin on the day GRTHA received the documents.

one term in which the student has been self-sufficient, maintained a GPA of 2.0 or greater and is otherwise in compliance with the terms of this program.

- F. Unapproved Move. If a student moves without following the process noted above (Section VIII-C-2), his/her rental assistance stipend will be suspended, and he/ she may be required to pay back funds sent for the time he/she was not living in an approved rental unit.
 - 1. If after review by GRTHA the unit is found eligible, the stipend will be reinstated and prorated for the date eligibility was determined.
 - 2. If after review by GRTHA the unit is found ineligible (see Section V-D above), the stipend will be terminated and the student will be required to pay back any and all stipends received for the time the student was in non-compliance.

- G. Eviction. GRTHA will verify with the previous landlord the students' compliance with the previous rental agreement. If the student has moved because of an eviction, the rental assistance stipend will be terminated.

- H. Probation.
 - 1. A student who is granted probation will have one term to bring himself/herself into compliance. During probation the stipend will be provided.
 - 2. If during the probationary term the student has complied with the terms of this policy he/she will continue receiving the stipend and be removed from probation.
 - 3. If following the probationary term the student is still in non-compliance the rental assistance stipend will be terminated. The student may reapply for Student Rental Assistance and the stipend may be reinstated after the student has demonstrated to GRTHA compliance by completing one term in which the student has, without financial assistance from GRTHA, maintained a GPA of 2.0 or greater and is otherwise in compliance with the terms of this program.
 - 4. Further, if the GPA for the probationary term is 0.0 or equivalent, the student will be required to repay any and all stipends from that term.

- I. Repayment. Students that need to repay any stipend amount have the following options:
 - 1. Draw from future stipend payments, if applicable.
 - 2. Pay the debt in full.
 - 3. Enter into a repayment plan with GRTHA. If student fails to comply with terms of repayment plan, GRTHA will draw from future stipends until the balance is paid.
 - 4. Any unpaid and outstanding amounts will be considered debts to GRTHA and will be processed in accordance with CTGR's Tribal Debt Collection Ordinance (which may affect the student's receipt of his/her per capita payments).

X. Income above Maximum Allowed Amount

Students, whose stipend is suspended for exceeding the maximum allowable income, may reapply for Student Rental Assistance if circumstances change and he/she regains eligibility.

For students who report a change of income as required in Section VIII-C-4 above, his/her stipend will be suspended at the end of the term and no repayment will be required.

If student fails to report a change in income resulting in the household income being above the maximum allowable (see Section IV-B above), the student will be required to payback any and all stipends provided to the student while ineligible.

XI. Spending Plan

- A. Students who have shown evidence of financial difficulties will be required by GRTHA to complete a Spending Plan (Exhibit H). The Spending Plan will assist student in budgeting for the costs for school and living expenses.
- B. If the student fails to return the Spending Plan as requested, GRTHA will send a reminder letter to the student and suspend stipend payments pending the receipt of the Spending Plan. The stipend will be prorated upon the date of receipt.

XII. Hardships

Students that are found ineligible or in non-compliance with program requirements must abide by that decision unless they can show they should be granted a hardship.

- A. Hardship request will be decided on a case by case basis by the Executive Director. Reasons for a hardship include but are not limited to:
 - 1. Documented medical problems of the student or immediate family;
 - 2. Reasonable accommodation for disability;
 - 3. Family crises such as death or divorce; and
 - 4. Demonstrated change in circumstances.
- B. Students hardship requests must be in writing and include:
 - 1. The student's name;
 - 2. When stipend was received;
 - 3. Why stipend was terminated;
 - 4. Explanation of why hardship should be granted and supporting documents.
- C. Granting hardships may involve a work plan, probation, suspension or conditions for continued eligibility.

XIII. Exhibits

- A. Application
- B. Authorization for Release of Information
- C. Notification of Eligibility
- D. Unit Eligibility Packet (Cover Letter)
- E. Livability Standards
- F. Student Rental Assistance Acceptance Agreement
- G. Check Run Schedule
- H. Spending Plan