

THE HORNER ENGAGEMENT PROGRAM

I. Program Authorization and Implementation.

A. Agreement of the Horner Parties.

The parties in the case of *Henry Horner Mothers Guild vs. The Chicago Housing Authority and the United States Department of Housing and Urban Development*, No. 96 C 3316 (N.D. Ill) agree, pursuant to Paragraph 16 of the amended decree, to allow implementation of a two-year pilot program described below called the Horner Engagement Program ("Program").

The Program will operate from May 1, 2008 to June 30, 2010 for all authorized public housing residents, including 0-50% and 50-80% of area median income families, residing in Phase I and Phase II of the Horner redevelopment. Phase I consists of 551 public housing units of which 200 are located in the Horner Superblock, 261 on the Near West Side, and 90 in the Horner Annex. Phase II consists of 316 units in West Haven Park of which 191 are public housing units.

B. Program Evaluation Meetings.

Every three months after the start of the Program, representatives from CHA, the property manager, the Horner Residents Committee, the Sargent Shriver National Center on Poverty Law, and the Horner social service provider shall meet and evaluate the progress of the Program. After the first six-months of operation of the Program, the parties shall determine, pursuant to Paragraph 16 of the amended decree, whether additional changes, if any, are required to increase the efficiency and success of the program, up to and including eviction. If the parties are unable to reach agreement on such additional changes, any party may appeal to the court for resolution. The CHA specifically reserves the right, after conclusion of any appeals to the Court, to withdraw from this agreement, including withdrawal of services provided in connection with this agreement.

C. Future Decisions.

At the end of the pilot program, the parties shall meet and decide, pursuant to Paragraph 16 of the amended decree, whether to continue the pilot program as a pilot, make it a permanent program, with or without modifications or permanently discontinue the Program. The decision shall be based on how well the pilot program met performance standards to be agreed to in advance by the parties, pursuant to Paragraph 16 of the amended decree.

II. Program Description.

The purpose of the Program is to provide unemployed or underemployed residents with services designed to help them become employable, gain and maintain employment and increase their hourly wage and hours of work, consistent with their family or other caregiving responsibilities. Nothing in this document shall be construed as modifying the Lease Agreement of any family or individual residing in Phase I or Phase II of the Horner redevelopment. Currently, non-compliance with the Program is not grounds for eviction or termination of the lease agreement, nor shall it be a consideration in the tenant's annual recertification.

A. Applicability.

The Program shall apply to all non-exempt authorized public housing residents in Phase I and Phase II of the Horner development who are: (1) between 18 and 55 years of age, (2) 17 years of age and not in school.

Persons exempt are anyone who is: (1) 56 years of age or older; (2) disabled and unable to work as defined in the Disability Protocol at Attachment A; (3) a pregnant woman who is in the second half of her third trimester; (4) the primary caretaker of a child or children 2 years old or younger; (5) the primary caretaker of a blind or disabled person, including when the demands of care-giving do not allow the caregiver to comply; (6) retired and receiving a pension; (7) a resident receiving TANF; (8) a resident who has a Department of Child and Family Services plan; (9) a resident who is an adult household member (not including those 17 of age and not in school) in a household where one other household member is working a minimum of 30 hours per week and supporting the household; or (10) a victim of domestic violence, sexual violence, dating violence or stalking, or the primary caretaker of a person who is a victim of domestic violence, sexual violence, dating violence or stalking, as defined in the VAWA Protocol at Attachment B.

Residents qualifying for exemptions other than those based on age, a finding of permanent disability, or receipt of a pension shall recertify the basis of the exemption every 90 days.

B. Engagement Activities.

All participating persons shall be required to spend a minimum of 15 hours per week in an "engagement activity" the first year and 20 hours per week the second year, with reasonable accommodations for persons with a disability or medical barrier, persons care-giving for a blind or disabled person or person with a medical barrier, or a victim of domestic violence, sexual violence, dating violence or stalking, or the caregiver of a person who is a domestic violence, sexual violence, dating violence or stalking victim, but generally able to meet the hourly requirement. This includes a 30-day grace period when one activity ends or is terminated and before another begins. During this 30-day grace period, the resident shall meet with his/her case manager and be working on a plan for the subsequent month.

Engagement activities for residents who are between 18 and 55 years of age and those who are 17 years of age and not in school include, but are not limited to: (1) working full or part-time, including student work/study jobs; (2) participating in a transitional jobs or work-training and counseling program, internship or work-preparation program; (3) attending educational programs, including secondary and post-secondary education, GED programs, literacy classes, job readiness and life skills programs, and/or English as a Second Language (ESL) classes; (4) verifiable volunteerism or participation in community activities; (5) participating in a substance abuse treatment program; and/or (6) participating in mental health, domestic violence, or sexual violence services counseling.

Engagement activities for primary caretakers for a child or children who are of pre-school age (3 years old-kindergarten) include, but are not limited to: (1) participating in the child's Head Start program; (2) participating in other verifiable pre-school programs in which the child is enrolled; and/or (3) participating in neighborhood parent/child classes or activities that are structured and verifiable. If none of these are available for the full number of weekly hours (15 or 20), the available hours will be accepted as fulfilling the engagement requirement.

Reasonable periods of time spent in required commuting to and from activities shall count towards the minimum required hours for the Program. Unsupervised study time of one hour for each hour of class time for all educational and vocational activities shall count towards the minimum required hours.

C. Case Manager, Planning Document and Reports.

The Horner service provider shall assign a case manager to all participating residents. The Program shall specify that it does not apply to any tenant until the tenant is informed in writing of the name of the case manager assigned to work with the tenant, and it shall not apply during any period of time that no case manager is assigned to a tenant.

The case manager shall: (1) meet with the resident for one hour on a monthly basis and provide needed counseling and referrals; (2) help the resident complete a "Planning Document" that describes what the resident will commit to do in the coming months to meet the "engagement" requirement (including any accommodations and/or exemptions) and what documentation the resident shall provide to verify participation in engagement activities. The resident, with the help of the case manager, shall modify the Planning Document each month to reflect the resident's progress and new commitments, and any additional strategies to address the resident's barriers; (3) prior to each instance in which a letter is placed in the resident's tenancy file (§§ II.D.2 - 4), take affirmative steps to perform outreach, identify barriers, and evaluate the circumstances contributing to the non-participation of a resident in the Program, (4) meet with the property manager on a monthly basis to discuss matters relating to the Program.

A resident who is meeting the engagement requirement on his/her own (e.g. is working or going to school) is not required to engage in monthly planning activities.

A resident who has verified employment and earnings for the property manager for purposes of calculating monthly rent, and whose work activity satisfies the Program requirement, shall not be required to provide additional or periodic verification of employment and earnings to the case manager.

A resident who verifies admission to school for a term need not provide additional or periodic verification during the term or attend Program activities during the term, except that the resident may be required to report dropping out of the school program.

The property manager shall provide monthly verification to the case manager whether the resident is still working.

Every three months, the case manager shall provide CHA, the property manager, and Horner class counsel a report setting forth the number of residents participating in the Program and the progress of each resident in meeting the Program requirements.

D. Non-Compliance with Program Requirements.

No resident who is employed or attending school shall be deemed non-compliant with the Program solely for failure to attend meetings with the case manager.

No resident who is employed or attending school shall be deemed non-compliant with the Program solely for failing to produce timely verifications of employment or school attendance, if in fact the resident establishes the employment or school attendance.

No resident shall be deemed to be non-compliant with the Program if such individual is making a good faith effort to comply with the activities listed in the Planning Document.

A good faith effort shall exist for the following reasons, but not be limited to these reasons: (1) lack of compliance is due to unavailability of reasonable and affordable child care; (2) lack of compliance is due to unavailability of reasonable and affordable transportation; (3) lack of compliance is due to the unsuitability or unavailability of the assigned activities.

1. Failure to Demonstrate Good Faith Effort at the Monthly Meetings.

In the case of a resident who, after three months, is regularly attending monthly meetings with his/her case manager, but the case manager determines that the resident is not making a good faith effort in those meetings to develop a Planning Document or that the resident is not making a good faith effort to comply with the activities listed in the Planning Document, the case manager shall inform the resident and send a letter to the resident (the "**Notification of Failure to Demonstrate Good Faith Effort**") informing the resident that: (a) the case manager has made a determination that the resident is not making a good faith effort to comply with the requirements of the Program; and (b) the resident is required to attend a monthly two and one-half hour group meeting (Group Meeting).

The Group Meeting shall be attended by the case manager, the resident, other residents who have been determined to not be making a good faith effort, and their case managers. The activities of the Group Meeting shall consist of intensive group and one-on-one counseling, training, and programs designed to assist the residents in making a good faith effort to comply with the activities listed in their individual Planning Document. The Group Meeting shall be in addition to the monthly meeting with the resident's case manager.

If, after three months of attending the Group Meeting and continuing to attend the regularly scheduled monthly meetings with his/her case manager, the case manager determines that the resident is now making a good faith effort to comply with the activities listed in the Planning Document, the case manager may, at his/her discretion, excuse the resident from continuing to attend Group Meetings. The resident may at that time choose to continue to attend the Group Meetings.

2. Failure to Attend Scheduled Monthly Meeting.

In the case of a resident who fails to attend his/her scheduled monthly meeting, the case manager shall inform the resident and send a letter (the "**Notification of Failure to Attend Scheduled Monthly Meeting**") informing the resident that: (a) the resident has failed to attend his/her scheduled monthly planning meeting with the case manager; (b) the resident must contact the case manager within ten (10) business days to reschedule his/her planning meeting with the case manager; and (c) if the resident fails to contact the case manager to reschedule his/her monthly planning meeting within ten (10) business days, the resident is in non-compliance with the Program. The Notification of Failure To Attend Scheduled Monthly Meeting shall be placed in the resident's tenancy file.

3. Failure to Reschedule Monthly Meeting or to Attend the Re-scheduled Monthly Meeting.

In the case of a resident who fails to timely re-schedule his/her monthly meeting OR, having timely re-scheduled the monthly meeting, fails to attend the re-scheduled monthly meeting, the case manager shall inform the resident and send a letter (the "**Notification of Failure to Reschedule Monthly Meeting**" or the "**Notification of Failure to Attend Re-Scheduled Monthly Meeting**") informing the resident that: (a) the resident has failed to contact

the case manager to reschedule his/her planning meeting within the time period required per the previous notification; OR (b) the resident has failed to attend his/her re-scheduled monthly planning meeting with the case manager; and (c) the resident must either attend a monthly planning meeting with the case manager on one of two dates and times suggested by the case manager, OR if the resident is not available on either of the two suggested dates and/or times, the resident must contact the case manager prior to the latest of the two suggested meeting times to schedule another meeting time when the resident will be available.

The suggested dates and times of the re-scheduled monthly meetings included in the Notification of Failure to Reschedule/Attend Rescheduled Monthly Meeting must not be sooner than ten (10) business days after the date of the letter. The Notification of Failure to Reschedule Monthly Meeting or the Notification of Failure to Attend Re-Scheduled Monthly Meeting will be placed in the resident's tenancy file.

4. Failure to Attend Second Re-scheduled Monthly Meeting.

In the case of a resident who fails to attend the second re-scheduled monthly meeting and fails to timely contact the case manager to re-schedule the second re-scheduled monthly meeting, OR, having timely contacted the case manager to re-schedule, fails to attend that meeting, the case manager shall provide the property manager with a letter (the "**Letter of Non-Compliance with the Horner Engagement Program**") containing the name of the resident who is not in compliance with the Program and the factual basis for the non-compliance. The case manager shall provide a copy of the letter of non-compliance with the Program to CHA and the Horner class counsel. The Letter of Non-Compliance with the Horner Engagement Program shall be placed in the resident's tenancy file.

Upon receipt of the Letter of Non-Compliance with the Horner Engagement Program from the case manager, the property manager shall contact the resident by telephone, if possible, and send a letter (the "**Letter Informing Resident of Non-Compliance with the Horner Engagement Program and Requesting a Meeting**") requesting that the resident attend a meeting with management and the caseworker. The Letter Informing Resident of Non-Compliance with the Horner Engagement Program and Requesting a Meeting shall inform the resident that: (a) the resident has been determined to be in Non-Compliance with the Program requirements; (b) the factual basis for that finding, and the purpose of the meeting; (c) the problem can be resolved at the meeting by developing a Planning Document with the case manager and by demonstrating a good faith effort to comply with the activities listed in the Planning Document; (d) what activities constitute a "good faith effort;" and (e) failure to attend the meeting or agree to a set of activities and commence a good faith effort will result in a finding of non-compliance with the Program.

To maintain confidentiality, the property manager shall not participate in the development of the Planning Document nor shall the property manager be present during the development of the Planning Document.

At the meeting, the property manager and the case worker shall inform the resident that the failure to demonstrate a good faith effort to comply with an agreed set of activities under the Program within three months will result in a finding of non-compliance with the Program. A resident found in non-compliance with the Program shall be restored to full standing after they have complied.

After the meeting, the case manager shall send the resident a letter (the "**Letter of Meeting Confirmation**") confirming the outcome of the meeting. The Letter of Meeting

Confirmation shall include any agreed upon Program activities as set out in the Planning Document and any timetable for demonstrating a good faith effort to comply with the agreed set of Program activities set out in the Planning Document.

The Letter Informing Resident of Non-Compliance with the Horner Engagement Program and Requesting a Meeting and the Letter of Meeting Confirmation shall be placed in the resident's tenancy file.

III. Appeal Rights

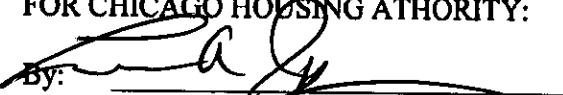
Upon issuance of the Letter of Non-Compliance with the Horner Engagement Program, the resident shall have the right to grieve his or her alleged non-compliance pursuant to the Horner Grievance Procedure.

Note: None of the provisions of this document are intended to impact, modify, alter, or amend any of the requirements of the Tenant Selection Plan or any tenant selection criteria in place now or in the future with respect to any of the units at Westhaven.

EXECUTED THIS 18th DAY OF APRIL, 2008, IN CHICAGO, ILLINOIS

FOR CHICAGO HOUSING AUTHORITY:

By:


Louis Jordan, Chief Executive Officer
Lewis A.

By:


Jorge Cazares, General Counsel

Approved as to form only

FOR THE HORNER RESIDENTS COMMITTEE

By:


Florence Wright, HRC Vice-President

By:


William P. Wilen, Horner Plaintiffs' Class Counsel

ATTACHMENT A

DISABILITY PROTOCOL

A "disability" is any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin, and endocrine or a mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

An individual is not disabled solely because he or she is an alcoholic or drug user.

I. Verification of Disability:

Management may verify the fact that a person has a "disability" by any one of the following:

- a) Observation; or
- b) Third-party verification by a qualified professional having knowledge of the person's disability (not necessarily a physician); or
- c) Assessing documentation provided by the applicant for housing which may include proof of participation in programs designed for persons with disabilities, including, but not limited to, paratransit, vocational rehabilitation, and disability-specific work programs, as well as the state program that issues ID cards to persons with disabilities; or
- d) proof the applicant receives SSI or SSDI.

Consideration of whether an applicant has a disability will be made without regard to mitigating measures (e.g., prosthetic or assistive devices, medicines) that do or may ameliorate the effect of the disability.

II. Verification of Inability to Work:

Disabled individuals who cannot work 30 hours a week because of their disability are exempt from working requirements.

Management may verify that a disabled individual is unable to work 30 hours a week by:

- a) Assessing an individual's pending application for or receipt of SSI/SSDI benefits; or
- b) Assessing any claims regarding obstacles to employment that exist for the individual, including but not limited to the following: environmental barriers (e.g., inaccessible office buildings, transportation problems, etc.); the lack of supportive services; the absence of accommodations or modifications at work sites; and/or attempts to secure employment. At its discretion, the development may request that the individual provide documentation in support of his/her assertions; or
- c) Third-party verification by a qualified professional having knowledge of the person's disability (not necessarily a physician). The applicant shall not be required to submit his/her medical history. However, nothing prevents management from reviewing an applicant's medical history should it be voluntarily submitted.

A disabled person's effort to obtain employment, involvement in job training and/or participation in a government-sponsored work program shall not be construed as evidence he/she is able to secure work.

Any materials submitted as verification shall be considered confidential and not be used for any purpose other than verification.

III. Part-time Work

If a person with a disability is working less than 30 hours per week and pursuant to Section II verifies that he or she cannot work the required 30 hours per week, he or she qualifies for an exemption and the remaining hours (30 hours less the hours being worked) shall be waived.

ATTACHMENT B

VERIFICATION OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, DATING VIOLENCE OR STALKING

Verification must be based on any one of the following: a threat assessment by the CHA Victim Assistance Department, a police report, arson report, an Order Of Protection or Civil No-Contact Order, a statement from a domestic or sexual violence agency, psychologist, physician, or psychiatrist, or information from the Illinois' or another state's Department of Corrections, or on-site security at the property.