

Housing Authority of the Seminole Nation of Oklahoma

COMPLAINT/GRIEVANCE POLICY

These policies and procedures were amended by the Housing Authority of the Seminole Nation of Oklahoma on November 20, 2025.

SECTION 1

GENERAL PROVISIONS

A. Introduction; Tribal Preference. The mission of the Housing Authority of the Seminole Nation of Oklahoma (“HASNOK”) is to provide decent, safe, sanitary and affordable housing to income-eligible Native Americans living or intending to live within its housing service area, as same may change from time to time. The Board of Commissioners (“BOC”) hereby enacts this Grievance Policy (“Policy”) in order to set forth the policies and procedures applicable to Grievances.

B. Purpose. This Policy is designed to serve as:

1. A guide regarding grievances;
2. A document to provide consistent, equitable and uniform treatment of Participants/Applicants; and
3. A basis for decision-making by officers and employees of the HASNOK.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, or resolutions regarding Grievances.

D. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing and Self-Determination Act of 1996, as amended (“NAHASDA”), the rules and regulations of the United States Department of Housing and Urban Development (“HUD”), and other applicable tribal, state and federal laws. This Policy shall not be construed or applied to prevent the HASNOK from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD-assisted programs.

E. Sovereign Immunity. The HASNOK specifically retains all governmental immunities associated with its sovereign status. The HASNOK’s subsidiaries, employees, officers, and agents shall share in its sovereign immunity from suit. The HASNOK does not waive its sovereign immunity in any respect and this Policy shall not be construed as such waiver.

F. Notice. All continuing and incoming program applicants/participants shall receive a copy of this Policy. The HASNOK shall post a copy of this Policy in the lobby of its headquarters.

SECTION 2

DEFINITIONS

A. "Complaint" shall mean any anonymous dispute which may have with respect to the Housing Authority of the Seminole Nation's action or failure to act in accordance with the individual resident's lease or Housing Authority policy or regulations. **A Complaint does not include any dispute a resident may have with the Housing Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority; a termination of tenancy or eviction that involves any violent or drug-related criminal activity on or near such premises or a termination of tenancy or eviction related to sex offender status.** Moreover, this process shall not apply to disputes between residents not involving the Housing Authority or to class grievances.

B. "Grievance" shall mean any written and signed dispute which any Applicant/Participant resident may have with respect to the Housing Authority of the Seminole Nation's action or failure to act in accordance with the individual resident's lease or Housing Authority policy or regulations. **Grievance does not include any dispute a resident may have with the Housing Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority; a termination of tenancy or eviction that involves any violent or drug-related criminal activity on or near such premises; or a termination of tenancy or eviction related to sex offender status.** Moreover, this process shall not apply to disputes between residents not involving the Housing Authority or to class grievances.

C. "Class Grievance" shall mean a grievance brought by one or more residents on behalf of a large group of residents who have a common grievance.

D. "Grievant" shall mean any applicant, participant, resident, tenant, or homebuyer whose grievance is presented to the HASNOK or at the Board of Commissioner's Meeting in accordance with this procedure.

E. "Resident" shall mean the adult person (or persons), other than a live-in aide, who reside in a HASNOK unit or are provided with assistance

from HASNOK:

1. Who resides in the unit and who executed the lease with the Housing Authority as lessee of the premises, or, if no such person now resides in the premises, then the adult person (or persons) who resides in the unit and who is the remaining head of household of the resident family residing in the unit.

G. "Promptly" shall mean within the time period indicated in a notice from Housing Authority of a proposed action that would provide the basis for a grievance if the resident has received a notice of a proposed action from the Housing Authority.

H. "Housing Authority" shall mean the Housing Authority of the Seminole Nation of Oklahoma and its staff and employees.

SECTION 3

ANONYMOUS COMPLAINT

Any Participant/Applicant who disputes the Housing Authority of the Seminole Nation's ("HASNOK") action or failure to act in accordance with the individual resident's lease or Housing Authority policy or regulations may submit a written, anonymous complaint setting forth his or her complaint. The complaint shall be submitted on a form obtainable from HASNOK. Participants/Applicants who choose to submit an anonymous complaint shall not be entitled to a hearing, an appeal, or any of the other remedies provided for herein.

Upon receipt of a complaint, the appropriate HASNOK Department Head shall investigate the complaint and formulate a remedy to the complaint. If the appropriate HASNOK Department Head is absent, the person designated to act in the Department Head's stead shall investigate the complaint and formulate a remedy to the complaint. HASNOK is also tasked with taking steps to ensure that additional complaints of a similar nature are not received. A summary of the investigation and proposed remedy shall be prepared within ten (10) business days and attached to the complaint. The complaint and summary shall then be submitted to the BOC for review but not for further action.

If during the investigation of the complaint it is discovered that an employee violated any HASNOK policy, including but not limited to program policies and personnel policy, the employee shall receive an oral or written reprimand.

SECTION 4

WRITTEN GRIEVANCE

Any Participant/Applicant aggrieved in any manner by the Housing Authority of the Seminole Nation's ("HASNOK") action or failure to act in accordance with the individual resident's lease or Housing Authority policy or regulations may file a written grievance setting forth his or her grievance so that the grievance may be discussed informally and settled without a hearing.

- A. The grievance shall:
 - 1. Be submitted on a form obtainable from HASNOK.
 - 2. Be submitted to the Administrative Officer of HASNOK within ten (10) business days from the date of the alleged commission of HASNOK's action or failure to act;
 - 3. Be signed and must contain contact information; and
 - 4. Be dated, contain a brief statement of the facts surrounding the grievance of the Participant/Applicant, and, if applicable, include the name of specific HASNOK employee involved with the grievance.

- B. Upon receipt of a written and signed grievance:
 - 1. The Administrative Officer shall indicate on the grievance that they were the employee who received the grievance, indicate the date the grievance was received, and forward the grievance to the appropriate Department Head. If the Department Head is absent, the grievance shall be forwarded to the person designated to act in the Department Head's stead.
 - 2. Upon receipt of the grievance from the Administrative Officer, the Department Head or the Department Head's designee shall provide a copy of the grievance to the Executive Director within two (2) business days. The Department Head or designee shall also prepare and submit to the Executive Director a written briefing outlining the initial plan of action for investigating and addressing the grievance. This briefing shall include any immediate steps taken, identified concerns requiring prompt attention, and the

anticipated timeline for completing the investigation and proposed remedy.

SECTION 5

HASNOK RESPONSE

Upon receipt of a grievance, the appropriate HASNOK Department Head shall investigate the grievance and formulate a remedy to the grievance. The appropriate HASNOK Department Head shall be tasked with formulating a remedy to the grievance within ten (10) business days of receipt of the written grievance. The appropriate HASNOK Department Head is also tasked with taking steps to ensure that additional grievances of a similar nature are not received. A summary of the grievance and remedy shall be prepared by the appropriate HASNOK Department Head within ten (10) business days of receipt of the written grievance and attached to the written grievance. The Summary shall specify the names of the participants, dates of meetings/discussions, the nature of the proposed disposition of the grievance and the specific reasons and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

If during the investigation of the grievance it is discovered that a HASNOK employee violated any HASNOK policy, including but not limited to program policies and personnel policy, the employee shall receive an oral or written reprimand.

The appropriate HASNOK Department Head shall contact the Grievant within ten (10) business days of receipt of the written grievance to inform the Grievant of HASNOK's proposed remedy. The Grievant shall be provided with a copy of the Summary and informed of the specific procedures by which a hearing under these procedures may be obtained if the Grievant is not satisfied.

If the Grievant does not request a grievance hearing in the time period and manner prescribed below, the grievance shall be submitted to the BOC for review but not for further action.

If the appropriate Department Head is absent, the person designated to act in the Department Head's stead shall fulfill the requirements of this Section.

SECTION 6

GRIEVANCE HEARING

Upon the filing of a written request as provided in these procedures, the Grievant shall be entitled to an informal grievance hearing before the Executive Director.

A. Request for hearing

The Grievant shall submit a written request for a hearing to the Housing Authority within ten (10) business days from the date of the mailing of the Summary. The written request shall specify:

1. The reasons for the grievance; and
2. The action or relief sought.

If the Executive Director is absent, the person designated to act in the Executive Director's stead shall on his/her behalf choose someone other than a person who made or approved the action under review or a subordinate of such a person.

C. Failure to request a hearing

If the Grievant does not request a hearing in accordance with this section, then the Housing Authority's disposition of the grievance under Section 5 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest an eviction in an appropriate judicial proceeding.

D. Hearing prerequisite

All grievances shall be promptly presented in person, in writing, pursuant to the informal procedure prescribed herein as a condition precedent to a hearing under this Section. However, if the Grievant can show good cause why there was failure to proceed in accordance the informal procedures prescribed herein to the Executive Director, the provisions of this subsection may be waived by the Executive Director.

E. Escrow deposit

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority claims is due, the resident shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter

deposit monthly the same amount of the monthly rent in an escrow account held by the Housing Authority until the grievance is resolved by decision of the Executive Director. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure.

If a grievance concerns the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

F. Scheduling of hearings

Upon the Grievant's compliance with this section the Executive Director shall schedule a hearing within ten (10) business days for a time and place reasonably convenient to both the resident and the Executive Director. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate Housing Authority personnel.

G. Procedures governing the hearing

The resident shall be afforded a fair hearing, which shall include:

1. The opportunity to examine, before the grievance hearing any Housing Authority documents, including records and regulations that are directly relevant to the hearing. The Grievant shall be provided a copy of any such document at the Grievant's expense. If the Housing Authority does not make the document available for examination upon request by the resident, the Housing Authority may not rely on such document at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
3. The right to a private hearing;
4. The right to present evidence and arguments in support of the grievance, to controvert evidence relied on by the Housing Authority, and to examine all individuals upon whose statements or information the Housing Authority relies; and

5. A decision based solely and exclusively upon the facts presented at the hearing.

The Executive Director may render a decision without holding a hearing if the Executive Director determines that the issue has been previously decided at another hearing.

If either the Grievant or Housing Authority fails to appear at a scheduled hearing without just cause or notification, the Executive Director may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority and the resident shall be notified of the Executive Director's decision.

The following accommodation will be made for persons with disabilities:

1. The Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
2. If the Grievant is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

If during the hearing, it is discovered that a HASNOK employee violated any HASNOK policy, including but not limited to program policies and personnel policy, the employee shall receive an oral or written reprimand.

F. Decision of the Executive Director

The Executive Director inform the Grievant and Housing Authority of his/her decision within two (2) business days following the hearing and shall prepare a written decision, together with the reasons therefore, within five business days after the hearing. A copy of the decision shall be sent to the Grievant.

The decision of the Executive Director shall be binding on the Grievant and the Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Grievant appeals to Housing Authority's Board of Commissioners in the manner detailed by this Policy.

If the Grievant does not request an appeal in the time and manner prescribed below, the decision of the Executive Director shall be submitted to the BOC for review but not for further action.

SECTION 7

APPEAL TO BOARD OF COMMISSIONERS

A. Any Grievant dissatisfied with the results of the hearing conducted by the Executive Director shall be afforded the right to appeal that decision to the Board of Commissioners. However, failure to request an appeal does not constitute a waiver by the resident of the right thereafter to contest an eviction in an appropriate judicial proceeding.

B. In order to perfect an appeal to the Board of Commissioners a Grievant must submit a written request within 48 hours following notification of the Executive Director's decision regarding the grievance hearing, through the Housing Authority office, to appear at the next scheduled Board of Commissioners meeting that is at least ten business days in the future. Absent a properly perfected appeal, a Grievant will not be allowed to address the Board of Commissioners.

C. Upon such request, the Grievant will be informed, in writing, of the time and place of the next Board of Commissioners meeting that is at least ten business days in the future.

D. An agenda item will be placed under Executive Session for each Grievant appeal request. Absent a properly perfected appeal, a Grievant will not be placed on the agenda. Should the Grievant fail to appear at the Board of Commissioner's meeting the Board may take action on the appeal at their sole discretion.

E. Any action by the Board of Commissioner's is final and binding. However, the resident retains the right to contest an eviction in an appropriate judicial proceeding.

SECTION 8

MISCELLANEOUS PROVISIONS

A. Confidentiality. Pursuant to Part 256 of 25 CFR, all information obtained by the HASNOK in order to establish suitability for program participation shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law

enforcement personnel or as necessary to comply with any reporting requirements of the Nation or its funding agencies.

B. Sovereign Immunity. HASNOK specifically retains its sovereign immunity and nothing contained within this policy shall be considered a waiver of HASNOK's sovereign immunity.

Housing Authority of the Seminole Nation of Oklahoma Complaint/Grievance Form

Name (optional): _____ Date: _____

Address (optional): _____

Contact Number (optional): _____

If a name and contact number is provided, HASNOK will call you back regarding the resolution of this grievance within ten (10) business days.

If you do not provide your name and contact number, you will not be entitled to a hearing, an appeal, or any of the other remedies provided for in the Complaint/Grievance Policy.

Complaint/Grievance: _____

Does this grievance have to do with a specific member of HASNOK staff? If so, who?

This grievance was filled out by: _____

TO BE FILLED OUT BY HASNOK PERSONNEL

This complaint/grievance was received by: _____ on _____.

What is the proposed remedy to this complaint/grievance: _____

If a specific employee was named in the complaint/grievance, did the employee receive an oral or written reprimand? _____

If the specific employee named in the complaint/grievance did not receive an oral or written reprimand, why not? _____

If a name and contact number was provided, WHEN was the person who submitted the grievance contacted regarding the proposed remedy of the grievance and how was the proposed remedy delivered? _____

Who spoke to the person who submitted grievance? _____

Was a hearing requested? If so, when? _____

Was a hearing held? If so, when? _____

What was the result of the hearing? _____

Was an appeal requested? If so, when? _____

What was the result of the appeal? _____

What steps has HASNOK taken to ensure that additional complaints/grievances of a similar nature do not occur? _____

Reviewed by HASNOK BOC on: _____ Chair's initials: _____