



**HOUSING COMMISSION AGENDA**  
**Regular Meeting: March 10, 2021**  
**Time: 8:00 a.m.**

**COVID-19 UPDATE:** Based on guidance provided by the Centers for Disease Control Prevention, Alameda County Public Health officials and Governor Newsom’s Executive Orders, HACA’s office building is temporarily closed to the public and in-person meetings have been suspended until further notice. **The Housing Commission will conduct this meeting on Zoom and by phone.**

<b>How to attend this meeting using the Zoom Video Conference platform:</b>		
Members of the public may listen, view, and/or participate in this meeting using Zoom. You may have to download the Zoom app, however, using Zoom and downloading the Zoom app is free. You can access the Zoom meeting through one of the following ways:		
<b>Click on this link:</b>	<b>OR</b>	<b>OR</b>
<a href="https://us02web.zoom.us/j/88460095724">https://us02web.zoom.us/j/88460095724</a>	Use your computer or laptop and go to: <a href="https://zoom.us/join">https://zoom.us/join</a>	Use your mobile device, e.g. a cell phone, iPad and/or tablet, download the Zoom app to your device. In the app tap on “Join Meeting” then type in/enter Meeting ID:
	Type in/enter Meeting ID: <u>884 6009 5724</u>	<u>884 6009 5724</u>

<b>How to participate in this meeting by phone:</b>
Dial: 1-888-788-0099 then when prompted, enter Meeting ID: <u>884 6009 5724</u>

**PUBLIC COMMENT**

If you wish to comment on a matter **NOT** on the agenda please email your comment(s) to [melissat@haca.net](mailto:melissat@haca.net), no later than **5:00 p.m., on Tuesday, March 9, 2021**. Your comment(s) will be shared during the meeting when the Chairperson calls for Public Comment. If you are attending the meeting on Zoom or by phone please wait for the Chairperson to ask for comments from the public then upon recognition by the Chairperson, state your name, comments and/or questions. To allow the opportunity for all to speak, a time limit of 3 minutes has been set for public speakers wishing to address the Housing Commission. The Chairperson has the discretion to further limit this time if warranted by the number of speakers. Anyone wishing to address the Housing Commission on an agenda item or on business introduced by the Housing Commission may do so when the Chairperson calls for comments on the agenda item. **NOTE: Only matters within the Housing Commission’s jurisdiction may be addressed.** Thank you for your understanding and flexibility during the COVID-19 public health emergency. If you have any questions, please email [melissat@haca.net](mailto:melissat@haca.net) or call (510)727-8511.

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**HOUSING COMMISSION AGENDA**  
**Regular Meeting: March 10, 2021**  
**Time: 8:00 a.m.**

- |   |                    |             |
|---|--------------------|-------------|
| <b>1. CALL TO ORDER / ROLL CALL</b>   |                    |             |
| <b>2. CLOSED SESSION</b>  |                    |             |
| <b>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</b>  |                    |             |
| <i>Pursuant to Government Code §54956.9 (One Case)</i>  |                    |             |
| <i>Philadelphia Indemnity Insurance Company vs. Housing Authority of the County of Alameda, A157691</i>   |                    |             |
| <i>San Francisco County Superior Court No. CGC-16-555946</i>  |                    |             |
|   |                    | <b>PAGE</b> |
| <b>3. APPROVAL OF THE MINUTES OF THE FEBRUARY 10, 2021 MEETING</b>  | <b>ACTION</b>      | <u>3</u>    |
| <b>4. PUBLIC COMMENT - On matters not on the Agenda</b>   |                    |             |
| <b>5. EXECUTIVE DIRECTOR’S REPORT</b>   | <b>INFORMATION</b> | 11          |
| <b>6. NEW BUSINESS</b>  |                    |             |
| <b>6-1.</b> Public Hearing: HACA’s Annual Public Housing Agency Plan for Fiscal Year 2021                 | <b>ACTION</b>      | 17          |
| <b>6-2.</b> Resolution No. 04-21 Approving Amendments to the Personnel Committee Bylaws                   | <b>ACTION</b>      | 20          |
| <b>6-3.</b> Resolution No. 05-21 Approving Amendments to HACA’s Personnel Rules                           | <b>ACTION</b>      | 23          |
| <b>6-4.</b> Amendment to Contract with Nan McKay and Associates for Annual Recertifications               | <b>ACTION</b>      | 28          |
| <b>6-5.</b> Amendment to Contract with I Sterling, Inc. for Housing Quality Standards Inspection Services | <b>ACTION</b>      | 30          |
| <b>6-6.</b> Program Activity Report   | <b>INFORMATION</b> | 32          |
| <b>7. COMMISSIONER REPORTS</b>  |                    |             |
| <b>8. ADJOURNMENT</b>   |                    |             |

**HOUSING COMMISSION**  
**MEETING MINUTES**  
**February 10, 2021**



**HOUSING COMMISSION  
SUMMARY ACTION MINUTES  
Regular Meeting: February 10, 2021  
Meeting Time: 8:00 a.m.**

*Based on guidance provided by the Centers for Disease Control Prevention, Governor Newsom’s Executive Orders and Alameda County Public Health officials, HACA’s office building is temporarily closed to the public and in-person meetings have been suspended until further notice. This Housing Commission meeting was conducted on the Zoom video conference platform and by phone.*

**1. CALL TO ORDER / ROLL CALL**

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**CALL TO ORDER:**

Chairperson Hannon called the meeting to order at 8:00 a.m.

**ROLL CALL:**

**Present:**

Chairperson Michael Hannon	Commissioner Shawn Kumagai
Vice Chairperson Christian Patz	Commissioner Sara Lamnin
Commissioner Pete Ballew	Commissioner Peggy McQuaid
Commissioner Pat Gacoscos	Commissioner Yang Shao
Commissioner Mark Gerry	

**Entered after Roll Call:**

Commissioner Angela Finley

**2. ACTION: APPROVE THE MINUTES OF THE JANUARY 13, 2021 HOUSING COMMISSION MEETING**

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Recommendation: Approve the minutes of the January 13, 2021 meeting as presented.

Motion/Second: Cmr. Patz/Lamnin.

Upon a roll call of the votes being taken the votes were:

Cmrs. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Patz and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

3. **PUBLIC COMMENT:** *On items not on the agenda.*

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None.

4. **INFORMATION: EXECUTIVE DIRECTOR'S REPORT**

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Kurt Wiest, Executive Director, presented his report. Mr. Wiest described some of the initiatives that the federal government is taking on under the new administration of President Joe Biden and reported that Marcia Fudge was appointed as the new U.S. Department of Housing and Urban Development (HUD) Secretary. Mr. Wiest also provided the Commission with an update on HACA's operations relative to COVID-19 and reported that the building remains closed to the public. He indicated that HACA developing plans to offer very limited, in-person, lease signing services and orientations for the Preserving Alameda County Housing, Inc. (PACH) tenants which will be by appointment only. Mr. Wiest stated that staff has also started to work on plans with other housing authorities and county departments to bring the COVID-19 vaccinations to seniors residing in the PACH developments. Mr. Wiest updated the Housing Commission on the status of the HACA Personnel Rules revision project and announced that staff has successfully transitioned to a new payroll/Human Resources system with Automatic Data Processing (ADP).

Commission Discussion: Mr. Wiest and Cmr. Gacoscos discussed who would be eligible for the COVID-19 vaccine should HACA have an opportunity to provide the vaccine at the PACH senior developments in Union City.

5. **NEW BUSINESS**

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5-1. **RESOLUTION NO. 01-21: RECOGNIZING ARNE OLSON FOR HIS SERVICE ON THE HACA HOUSING COMMISSION**

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Kurt Wiest, Executive Director, introduced this item. Mr. Wiest reported that Arne Olson, the City of Pleasanton's representative on the Housing Commission, resigned from the Commission in January and that the January 13 Commission meeting was his last meeting. Mr. Wiest presented a resolution honoring Mr. Olson and indicated that staff plans to have the resolution framed as a gift for Mr. Olson in appreciation for his time on the Housing Commission.

Recommendation: Adopt Resolution No. 01-21 recognizing Arne Olson for his service on the HACA Housing Commission.

Commission Discussion: Chairperson Hannon thanked staff for creating the resolution and asked that when ready, staff share the signed resolution with the City of

Pleasanton. He also praised Mr. Olson for his work on the Housing Commission and thanked him for sharing his valuable insight and for his contributions while he was on the Housing Commission.

Motion/Second: Cmr. Gacoscos/Gerry.

Upon a roll call of the votes being taken the votes were:

Cmrs. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Patz and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

5-2. **RESOLUTION NO. 02-21: APPROVING EXTENSION OF LEAVE BENEFITS PROVIDED BY THE EXPIRED FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)**

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Charla Freckmann, Human Resources Manager, presented the staff report. Ms. Freckmann reported that the federal government has not yet enacted legislation that would extend the leave benefits provided for un the Families First Coronavirus Relief Act (FFCRA) which expired on December 31, 2020. She named some of the local agencies who have adopted resolutions and/or ordinances to extend the leave benefits to their employees and reported that staff is also proposing to extend the leave benefits that were provided for employees by the expired FFCRA. She emphasized that this action would not renew any benefits if an employee has already exhausted these leave benefits or establish a new, additional benefits

Recommendation: Adopt Resolution No. 02-21 approving an extension of leave benefits provided by the expired Families First Coronavirus Response Act to June 30, 2021 or until federal legislation provides an extension

Motion/Second: McQuaid/Gerry.

Upon a roll call of the votes being taken the votes were:

Cmrs. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Patz and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

5-3. **RESOLUTION NO. 03-21: AUTHORIZING THE EXECUTIVE DIRECTOR AND FINANCE DIRECTOR TO DEPOSIT/WITHDRAW IN/FROM CALIFORNIA LOCAL AGENCY INVESTMENT FUND**

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Mansoorali Hudda, Finance Director, presented the staff report. Mr. Hudda reported that HACA has an account with the Local Agency Investment Fund (LAIF) for the purpose of investing surplus funds and that staff has been planning to transition the Preserving Alameda County Housing, Inc. (PACH) funds over to LAIF. He indicated that before this transition can take place, staff needs to update the resolution that are on file with the California State Treasurer's Office. He recommended that the Commission adopt Resolution No. 03-21 authorizing the Executive Director and Finance Director to make deposits and withdrawals in/from LAIF.

Recommendation: Adopt Resolution No. 03-21 authorizing the Executive Director and Finance Director to deposit/withdraw in/from the California Local Agency Investment Fund.

Commission Discussion: Chairperson Hannon and Mr. Hudda discussed the LAIF returns. Chairperson Hannon requested that staff include a footnote in the PACH budget reports to notate the anticipated additional revenue resulting from the transition of the PACH investment funds over to LAIF.

Moton/Second: McQuaid/Gacoscos.

Upon a roll call of the votes being taken the votes were:

Cmrs. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Patz and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

5-4. **RESOLUTON NO. 04-21: APPROVING AMENDMENTS TO THE PERSONNEL COMMITTEE BYLAWS**

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Kurt Wiest presented the staff report. Mr. Wiest reported that there is a vacancy on the Personnel Committee (PC) and that the remaining PC members would like to increase the number of members to the committee to create opportunities for more commissioners to participate. He explained that this change requires an amendment to the PC's bylaws. Mr. Wiest further explained that a review of the PC's bylaws presented an opportunity to staff to updates these bylaws since the last update took place over 24 years ago. He reported that the PC has reviewed the amendments proposed by staff, made some of their own suggestions for additional revisions and

and is recommending that the Commission approve the proposed revisions.

Recommendation: Adopt Resolution No. 04-21 approving amendments to the Personnel Committee Bylaws and appoint new members to the Personnel Committee.

Commission Discussion: After a brief discussion, Cmr. Finley and Shao volunteered to serve on the PC. Cmr. Lamnin suggested that preference should be given to the tenant commissioners if they wish to serve on the PC. Cmr. McQuaid recommended that staff update any pronouns in the bylaws to promote inclusivity. Cmr. McQuaid also commented that staff should leave language in Article V pertaining to noticing requirements when amendments to the bylaws are proposed. She recommended that the Commission defer action on the resolution to allow staff the opportunity to incorporate the suggested revisions and to give appropriate notice of the proposed amendments to the PC's bylaws.

Revised Recommendation: Appoint Cmr. Finley and Shao to the Personnel Committee and defer action on Resolution No. 04-21 until the March regular meeting.

Moton/Second: Gerry/McQuaid.

Upon a roll call of the votes being taken the votes were:

Cmr. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Patz and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

**5-5. ACTION: APPROVE APPOINTMENTS TO HACA'S RESIDENT ADVISORY BOARD**

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Oscar Macias, Administrative Analyst II, presented the staff report. Mr. Macias reported that the terms of the members of HACA's Resident Advisory Board (RAB) have expired. He recommended that the Housing Commission appoint the program participants on the list of proposed appointees to a 3-year term. Mr. Macias explained that once the RAB members are appointed, staff will schedule a virtual meeting with the members of the RAB to seek their input on HACA's Annual Public Housing Agency Plan (PHA Plan) for the 2021 fiscal year.

Recommendation: Approve the list of proposed appointees to HACA's Resident Advisory Board to a 3-year term.



Commission Discussion: Chairperson Hannon asked that staff draft a letter of appreciation that he can sign to express his appreciation to the members of the RAB for their participation in the Annual PHA Plan process. Cmr. Lamnin asked that staff consider holding a work session with the Commissioners and other stakeholders to discuss the proposed goals and objectives in the PHA Plan. d Mr. Macias stated that the draft of the PHA Plan will be an item on the Commission's March agenda. He explained that since the PHA Plan submission is not due until April, there will be an opportunity for the Commission, public and the RAB to comment and provide their input. Cmr. Lamnin recommended that staff encourage youth residents, who are between the ages of 13-24, to participate on the RAB as well as HACA's tenant commissioners. Cmr. Lamnin and Melissa Taesali, Executive Assistant discussed the recruitment efforts and status of the Senior Tenant Commissioner vacancy. Chairperson Hannon asked that staff explore the option of offering compensation to the tenant commissioners.

Moton/Second: McQuaid/Patz.

Upon a roll call of the votes being taken the votes were:

Cmrs. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Patz and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

5-6. **ACTION: APPROVE SCHOLARSHIP COMMITTEE APPOINTMENTS**

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Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor reported that staff is preparing for the 2021 HACA Scholarship Program which includes the 2021 Donald C. Biddle Scholarship award. He recommended that the Commission appoint members to the Scholarship Committee to review the scholarship applications and make award recommendations. After a brief discussion, Cmrs. Finley, Kumagai, McQuaid and Patz volunteered to serve on the committee.

Recommendation: Approve the appointments of Cmrs. Finley, Kumagai, McQuaid and Patz to the 2021 HACA Scholarship Committee.

Motion/Second: Ballew/Gacoscos.

Upon a roll call of the votes being taken the votes were:

Cmrs. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Patz and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

**5-7. INFORMATON: BUDGET STATUS REPORT**

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Mansoorali Hudda presented the staff report.

Commission Discussion: Cmr. Lamnin asked if staff has noticed a significant decrease in the portion of the rents that is paid for by the tenants. Mr. Wiest indicated that staff could report back using point-in-time data to provide a snapshot of the current and projected status of the tenant-paid portion of the rents.

**5-8. INFORMATION: PROGRAM ACTIVITY REPORT**

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Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor reported that the Family Self-Sufficiency (FSS) program accomplished many great things in 2020 despite the challenges presented by the COVID-19 pandemic. He summarized the FSS outcomes for 2020 and praised the FSS Coordinators and program participants for their hard work during an extremely challenging time.

Commission Discussion: Cmr. Gerry congratulated the FSS staff and thanked them for all their hard work.

**6. COMMISSIONER REPORTS**

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Cmr. McQuaid talked about some positive movement within the City of Albany to expand the Housing Choice Voucher program in their city. She thanked Mr. Macias for his prompt response to her recent request for data.

**7. ADJOURNMENT**

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On a motion made by Cmr. Lamnin and seconded by Cmr. McQuaid, the Housing Commission adjourned the meeting at 9:07 a.m.

Respectfully submitted,

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Melissa Taesali  
Executive Assistant/Housing Commission Clerk

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Kurt Wiest  
Executive Director/Housing Commission Secretary

**Approved:**

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Michael Hannon  
Housing Commission Chairperson

# **EXECUTIVE DIRECTOR'S REPORT**

**March 10, 2021**

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**EXECUTIVE DIRECTOR'S REPORT**

Meeting Date: March 10, 2021

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1. **2020 Census Recap**: The data-gathering component of the 2020 Census is behind us, but I wanted to report on efforts to support this important Constitutionally-mandated project. HACA was awarded a Census Outreach Grant in the amount of \$3,000 by the Alameda County Complete Count Committee. HACA used these funds to provide Census informational materials and other resources to its PACH senior tenants, which were identified as a hard-to-count population. HACA also used these funds to provide each tenant with a grocery gift card as an incentive to complete the 2020 Census. HACA received a favorable turnout and the tenants were very grateful for the assistance. Additionally, HACA committed staff to conduct Census outreach at various community events across the County.
  
2. **HACA Participation in Landlord Outreach Virtual Events**: Staff recently supported and took active participation in webinars designed to encourage greater understanding of the Housing Choice Voucher program. The events were:
  - a. City of Fremont Zoom Webinar on Rental Assistance Program: Oscar Macias represented HACA as a panelist on this event held on the evening of February 10<sup>th</sup> and sponsored by the City of Fremont. The event was designed to explain the benefits of partnering with local non-profit rental assistance programs.
  
  - b. HUD State-wide HCV Landlord Symposium: This 3-day event was sponsored by HUD and targeted to rental property owners in California who had no previous experience with the HCV program. At the request of HUD, I was one of 4 panelists representing public housing authorities throughout the state (HACA, Fresno, Orange County, and Santa Ana) and had the opportunity to speak of our program and efforts to expand owner participation.
  
3. **COVID-19 and Impacts of HACA Operations**: At the last Commission meeting we discussed comparative data related to the economic impact of the pandemic on our programs. The table below illustrates how Housing Assistance Payments (HAP) to landlords and average tenant rent has changed during the pandemic.

There has been an initial reduction in, and subsequent stability of, our tenant’s portion of the rent, as well as an increase, and subsequent stability of, our Housing Assistance Payments (HAP). Further, over the last year the average contract rent has only increased \$28 compared to \$74 the previous year.

The table gives a snapshot of our average HAP, Tenant-paid rent, and contract rent pre-pandemic, shortly after the beginning of the pandemic, now, and mid-way between those two periods.

<b>Period</b>	<b>Average Housing Assistance Payments (HAP)</b>	<b>Average Tenant-Paid Rent</b>	<b>Average Contract Rent</b>
February 1, 2020	\$1,676	\$570	\$2,247
May 1, 2020	\$1,708	\$548	\$2,256
October 1, 2020	\$1,731	\$534	\$2,266
March 1, 2021	\$1,729	\$547	\$2,275

As part of HACA’s effort to ease the burden of the pandemic on our participants and landlords, we took advantage of 14 of the 34 waivers offered by HUD. Some waivers, like providing for extensions to FSS contracts of participation, allowing for an independent professional inspection rather than an HQS inspection conducted by HACA for someone entering HACA’s homeownership program, and allowing absences from the unit longer than 180 days were only used a handful of times.

The waivers that were most used and most beneficial to both participants and landlords were delaying annual and biennial inspections (about 2,200), conducting voucher briefings via Zoom and telephone (approximately 50), providing HAP payments for contracts executed within 120 days (58), and allowing families additional time on the program with zero HAP payment (54). These waivers expire June 30, 2021 and the above numbers reflect the use of the waivers through March 1, 2021.

Staff also implemented COVID-19-related exceptions to its Administrative Plan. These exceptions allowed for additional time to provide documents related to a participant's program eligibility, not terminating participants in HACA-owned

housing for non-payment of rent (0), making exceptions for adding family members where the addition is directly related to COVID-19 and where no other housing resources are available for the additional member (8), and providing additional extension to address non-life threatening fail items if the owner is unable to complete repairs due to COVID-19 related issues (42). Staff will be extending these exceptions until further notice and the numbers above reflect the use of the waivers through March 1, 2021.

4. **COVID-19 Vaccine Clinics at Nidus and Dyer:** We are pleased to be working cooperatively with Alameda County and Haller's Pharmacy to provide a COVID-19 vaccine clinic on Tuesday, March 16<sup>th</sup> at our two senior developments, Nidus and Dyer, in Union City. PACH residents of the two developments have been notified of the free vaccinations and staff are working on outreach to ensure maximum participation. Authorization has also been given to provide vaccinations for any care provider of senior PACH residents as well as all HACA employees, who are deemed essential workers. HACA staff are assisting by gathering necessary demographic and insurance information in advance of the clinic as well as planning the logistics for day of the event.
5. **NAHRO Legislative Conference:** On March 2-4, 2021 the National Association of Housing and Redevelopment Officials (NAHRO) held their annual Legislative Conference. This year, like last, the conference was held virtually. As part of the conference there were opportunities for advocacy and virtual visits to meet with staff from the offices of Senator Feinstein, Senator Padilla, and Representative Swalwell. The conference was also an opportunity to discuss NAHRO priorities, which align with the work we are engaged at HACA. These priorities are:
  - a. Ensuring full funding for affordable housing programs, including Housing Choice Vouchers;
  - b. Championing resilient families and communities;
  - c. Supporting local, equitable community-based solutions facing communities related to affordable housing; and
  - d. Working to preserve and expand our nation's housing stock

6. **Christine Gouig Conference Room Designation:** Prior to her retirement in June 2020, HACA staff designated the conference room in the Administration area of the office as the “Christine Gouig Conference Room.” Signage has recently been installed to complete the dedication. While current social distancing requirements restrict our use of common space, we know that eventually staff and others will use this conference room and remember the legacy Chris left HACA during her time leading the agency.



# **NEW BUSINESS**

**March 10, 2021**



**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: March 10, 2021

Subject: Annual PHA Plan for Fiscal Year 2021 (Public Hearing Required)

Exhibits:                   - Form HUD-50077-ST-HCV-HP *Certifications of Compliance with PHA Plans and Related Regulations*  
                                  - Attachment A: HACA’s Annual Plan for Fiscal Year 2021

Recommendation: Conduct Public Hearing to Accept Comments; Approve Plan; Authorize Staff to Submit Plan to HUD

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**BACKGROUND**

HUD requires that every housing authority prepare and submit an Annual PHA Plan. The Annual Plan is a guide to the housing authority’s policies, programs, operations, and strategies for meeting local housing needs and goals for the upcoming fiscal year (in our case July 2021-June 2022).

The Plan is due at HUD by April 17. Your Commission’s practice has been to hold the required public hearing in March and provide staff with comments. Staff may return with the final Plan at your April meeting if further revisions are needed. HUD has 75 days to approve the Plan, after which HACA will make the approved Annual Plan available to the public.

**DISCUSSION and ANALYSIS**

Staff has prepared HACA’s Annual Plan using HUD’s streamlined *HCV Only Annual Plan* template as HACA is classified by HUD as an HCV-only PHA. This year’s Plan largely describes new activities and updates to HACA’s Project-Based Voucher Program accomplishments, changes to its criteria for selection from the waitlist, and HACA’s progress in meeting its goals since the last 5-Year Plan submission.

HUD requires that we include comments on the Plan made by the Resident Advisory Board (RAB). By your March 10 meeting, staff will have met with the RAB and will present any comments the RAB has along with staff’s responses.

Should your Commission receive public comments at the public hearing that require research or analysis before submitting the Plan to HUD, staff will undertake those tasks prior to your April meeting, and will present the final Plan for your action then. If no such comments are received and your Commission approves the Plan, staff will submit the Annual Plan this week.

<p><b>Certifications of Compliance with PHA Plans and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)</b></p>	<p><b>U.S. Department of Housing and Urban Development</b>                  Office of Public and Indian Housing                  OMB No. 2577-0226                  Expires 02/29/2016</p>
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**PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or <sup>XX</sup> Annual PHA Plan for the PHA fiscal year beginning 1/1/2021, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/TMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

HACA AGENDA ITEM NO.: 6-1.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the County of Alameda  
 PHA Name

CA067  
 PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2021

5-Year PHA Plan for Fiscal Years 20\_\_ - 20\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official Michael Hannon	Title Housing Commission Chairperson
Signature	Date

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: March 10, 2021

Subject: Resolution Approving Amendments to the Personnel Committee Bylaws

Exhibits Attached: - Resolution No. 04-21  
- Attachment B: Redline and Clean Versions of the Amendments

Recommendation: Adopt the resolution

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**BACKGROUND**

The Housing Commission's Personnel Committee (PC) bylaws have not been updated in the last 24 years. Following the resignation of one of the PC members in January, staff thought it would be the opportune time to review and update the PC's bylaws. The proposed revisions to the bylaws were presented to the PC at their meeting held on February 10. The PC provided their input, made some corrections, and approved a recommendation to forward the revisions to the bylaws to your Commission for final approval. The revisions were reviewed and discussed by your Commission at your February 10 Commission meeting. The Commission voted to appoint Commissioners Angela Finley and Yang Shao to the PC and they along with Commissioners Ballew, but decided to defer taking action on amending the PC's bylaws to allow staff the opportunity to carry out the appropriate notification process and incorporate the revisions suggested by the PC members and member of the Housing Commission.

**DISCUSSION**

The tracked and clean versions of the revisions to the PC bylaws can be found at Attachment A and the revisions that were recommended by the PC members and members of the Housing Commission are highlighted in yellow. Here is a summary of the revisions:

**Article II- Membership, Section 1. Appointment**

The PC and Housing Commission agreed that 5 Commissioners should serve on the PC. Commissioners Angela Finley and Yang Shao were appointed at the February

meeting and will join Commissioners Pete Ballew, Michael Hannon, and Mark Gerry on the PC. Your Commission also recommended that staff add language to indicate that preference will be given to the tenant commissioners if they wish to serve on the PC. The language has been updated accordingly.

**Article IV- Meetings and Rules, Section1. Meeting Notice**

Upon review of the noticing requirements under the State of California Government Code Section 54950, commonly known as the Ralph M. Brown Act (Brown Act), the act specifies that notice shall be given 72 hours in advance of the meeting and the bylaws have been revised to add language that reflects this. Staff has removed the language from the bylaws stating that the notice will be posted in all local newspapers since this is an antiquated practice and currently not feasible given the publishing schedules of the local papers. The Personnel Committee asked that staff make the clarification that the PC's meeting agendas will be accessible on HACA's website. The language describing these current practices and references to the Brown Act has been added to the bylaws.

**Article IV- Meetings and Rules, Section 2. Regular Meetings, Section 3. Special Meetings and Section 4. Executive and Closed Sessions**

Clarification language summarizing the requirements from the Brown Act has been added to these sections. Additionally, the PC members recommended that staff list examples of some situations that may require an Executive and/or Closed Session. These examples have been added.

**Article V- Amendments to Bylaws**

Initially, staff had proposed removing this article from the Bylaws and your Commission indicated that the article should remain. The article has been added back in.

Staff recommends that your Commission adopt Resolution No. 04-21 approving the proposed amendments to the Personnel Committee's bylaws.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**RESOLUTION NO. 04-21**

**APPROVING REVISIONS TO THE HOUSING COMMISSION’S PERSONNEL COMMITTEE BYLAWS**

**WHEREAS**, the Personnel Committee is the only standing sub-committee of the Housing Commission of the Housing Authority of the County of Alameda (HACA); and

**WHEREAS**, revisions to the Personnel Committee bylaws are being proposed in order to clean-up outdated language and provide for an increase the number of members on the Personnel Committee; and

**WHEREAS**, the Personnel Committee has reviewed the proposed revisions to the committee’s bylaws and recommends approval of these amendments.

**NOW THEREFORE, BE IT RESOLVED**, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve the proposed revisions to the Personnel Committee bylaws.

**PASSED, APPROVED AND ADOPTED** by the Housing Commission of the Housing Authority of the County of Alameda on this 10th day of March 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**EXCUSED:**

**ABSENT:**

**Attest:**

\_\_\_\_\_  
Kurt Wiest  
Executive Director/Housing Commission Secretary

\_\_\_\_\_  
Michael Hannon  
Housing Commission Chairperson

**Adopted:** March 10, 2021

**HOUSING AUTHORITY OF THE COUNT OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: March 10, 2021

Subject: Personnel Rule Revisions

- Exhibits Attached:
- Resolution 05-21 Approving Amendments to the Personnel Rules
  - Attachment C: Redline and Clean Versions of the Amendments

Recommendation: Adopt Resolution

Financial Statement: None

**BACKGROUND**

On February 10, 2021 your Commission’s Personnel Committee approved recommended changes to the Personnel Rules identified below. Personnel Rule 1.2 states that the Personnel Rules may be amended by a resolution adopted by the Housing Commission on the recommendation of the Personnel Committee. Your Personnel Committee made a few recommendations regarding some language suggestions and those changes have been incorporated into the attachments to this staff report.

**DISCUSSION and ANALYSIS**

Staff is completing an entire rewrite of the Personnel Rules to bring them up to date, correct grammar and misspellings, better organize the provisions and format the Rules in a more logical manner. These types of amendments do not require a notice or meet and confer as there are no changes to terms and conditions of employment for employees.

The Personnel Rules were originally written as part of HACA’s process of establishing itself as an independent public agency over 40 years ago. From time to time, certain provisions of the Rules have been revised when terms and conditions of employment have changed as a result of labor negotiations or changes to management benefits have been implemented, but otherwise they are as they were when first written.

For your review and consideration today are the last Articles of the Personnel Rules:

- Article 7.4 – Promulgation of Eligibility Lists
- Article 21 – Leaves of Absence
- Article 22 – *(intentionally left blank for future revision)*
- Article 23 – Grievance Procedure
- Article 24 – Discrimination and Harassment
- Article 25 – Constitutionality Clause

The following chart highlights what titles to articles were changed, what sections were moved to other articles and what articles are new in terms of re-organization.

Article #	Original Title	New Article/Title	Sections Deleted/Added	Moved To
7.4	Promulgation of Eligibility Lists	N/A	Changes authority from PC to ED or designee	N/A
20	Leaves of Absence	21	Military Leave	Separate policy
			Maternity Leave	Separate policy
21	Grievance Procedure	23	N/A	N/A
22	N/A	22	New section on benefit eligibility	N/A
22	Discrimination	24-Discrimination & Harassment	N/A	N/A
23	Constitutionality Clause	25		

**Article 7.4**

This Section of Article 7 states that the Personnel Committee promulgates Housing Authority eligibility lists. At a prior meeting, your Personnel Committee expressed a desire to delegate this authority to appropriate staff. This requested change is common in other public agencies. The revision to this Article proposes that eligibility lists are now to be certified by the Human Resources Manager and approved by the Executive Director.



### **Article 21 – Leaves of Absence**

This article was reorganized into the two categories of leaves – leaves of absence without pay and those paid leaves that do not relate to employee accrued leaves. Language was also added to reflect a leave provision which is provided in the current Memorandum of Understanding regarding paid leave to participate in the recruitment process.

Two provisions of this article regarding leave benefits (Military Leave and Maternity Leave) have been removed from the Personnel Rules for two primary reasons: (1) these leave provisions are significant benefit provisions and are more appropriately contained in stand-alone policies, and (2) both the military leave and maternity leave benefits have undergone significant changes since these rules were written and are in need of substantial updating.

The stand-alone policies will be presented at a later Personnel Committee meeting for review and adoption since they are provisions originally stemming from the Personnel Rules. However, further research is needed to fully understand how these laws have changed and interplay between federal and state rules on both the topics of military leave and maternity leave.

### **Article 22 – Continuing Benefit Eligibility**

Presently, Article 22 is intentionally left blank. A new provision for benefit eligibility which mirrors language in the Memorandum of Understanding with SEIU Local 1021 and also captures longstanding practice will be placed in Article 22.

### **Article 23 – Grievance Procedure**

This Article was revised to better organize the sequence of the grievance procedure. One provision regarding the grievance rights of ex-Housing Authority employees was changed to mirror the language on the same topic contained in the current Memorandum of Understanding. It is the general practice that when a provision in the MOU is changed, the same provision is changed in the Personnel Rules. This change occurred many years ago and was overlooked in the Personnel Rules. The proposed language change on this issue is taken from the current Memorandum of Understanding (MOU) between the Housing Authority and SEIU Local 1021 and is proposed here to keep the Personnel Rules consistent with this provision in the MOU.

### **Article 24 – Discrimination and Harassment**

The changes to this article reflect reorganization and revision for clarification.

**Article 25 – Constitutionality Clause**

A few minor edits are being recommended to simplify the meaning of this Article.

As has been stated in prior Personnel Rule revisions brought to your Personnel Committee for review and adoption, these changes, albeit substantial in “cutting and pasting,” are not substantive changes to terms and conditions of employment. The changes reflect language that is consistent with current Housing Authority practice.

Staff recommends that the revisions to the above-referenced Articles of the Personnel Rules be approved and that your Committee recommend that the Housing Commission adopt same.

**RECOMMENDATION**

Revisions to these rules were approved by your Personnel Committee at its September 2020 meeting to re-organize, simplify and update the language to reflect current policy and procedures. Your Personnel Committee provided comments and a few suggestions for further clarification. The points of clarification that were discussed by your Personnel Committee have been addressed in the versions before you today and are highlighted in yellow. As previously indicated, these changes, albeit substantial in “cutting and pasting,” are not substantive changes to terms and conditions of employment.

The Personnel Committee recommended that your Commission adopt the attached resolution revising the Personnel Rules as described.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**RESOLUTION NO. 05-21**

**RESOLUTION APPROVING REVISIONS TO THE  
HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA’S PERSONNEL RULES**

**WHEREAS**, the Housing Authority of the County of Alameda (“HACA”) has implemented Personnel Rules governing certain terms and conditions of employment for both management and non-management employees; and

**WHEREAS**, Section 1.2 of said Personnel Rules allows for amendment of these rules by resolution adopted by the Housing Commission on the recommendation of the Personnel Committee; and

**WHEREAS**, at its meeting of February 10, 2021, your Personnel Committee approved recommended revisions to Personnel Rules 7.4, 21, 22, 24 and 25 to improve organization, clarity and reflect the current intent of policy and procedures;

**NOW, THEREFORE, BE IT RESOLVED**, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve the recommended revisions to Personnel Rules 7.4, 21, 22, 24 and 25 as presented at this meeting.

**PASSED, APPROVED AND ADOPTED** by the Housing Commission of the Housing Authority of the County of Alameda on this 10th day of March 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**EXCUSED:**

**ABSENT:**

**Attest:**

\_\_\_\_\_  
Kurt Wiest  
Executive Director/Housing Commission Secretary

\_\_\_\_\_  
Michael Hannon  
Housing Commission Chairperson

**Adopted:** March 10, 2021

**HOUSING AUTHORITY OF ALAMEDA COUNTY**

**AGENDA STATEMENT**

Meeting: March 10, 2021

Subject: Amendment to Contract with Nan McKay & Associates for Annual Recertifications

Exhibits Attached: None

Recommendation: Receive Report

Financial Statement: None

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**BACKGROUND**

In March 2019, HACA entered into an Intergovernmental Services Agreement (ISA) with the Marin Housing Authority to use its procurement of Nan McKay & Associates (NMA) to process annual recertifications for Section 8 participants. HUD regulations permit the use of ISA’s as an efficiency measure to avoid the time and expense of individual procurements. An initial contract with NMA was approved at your March 2019 meeting for \$209,000 to process 1,900 annual recertifications. Your Commission subsequently approved amendments to increase the initial contract amount to \$300,000 (August 2019), to extend the contract one year to April 4, 2021 for an amount of \$170,000 (March 2020), and to increase the contract in the amount of \$170,000 due to the COVID-19 pandemic (June 2020). The current total not-to-exceed amount for the NMA contract and amendments is \$640,000 for approximately 5,730 recertifications.

The current contract with NMA expires on April 4, 2021. HACA plans to proceed with an amendment to extend the contract another year to April 4, 2022 with the existing contract amount of \$640,000.

NMA has completed approximately 3,200 recertifications through January 31, 2021, for a total amount of \$359,909. The remaining contract authority is \$280,090, which is sufficient to cover the recertifications that are currently in process by NMA as well as approximately 1,200 recertifications planned for the upcoming contract year.

## **DISCUSSION AND ANALYSIS**

The NMA contract was initially executed to assist HACA in processing recertifications due to a significant backlog after HACA's software conversion and due to long-term staff capacity challenges. It was instrumental in HACA's achieving High Performer status in 2019 under HUD's SEMAP scoring system. Later amendments were executed to assist HACA in processing on-time recertifications when the workload was excessive due to vacancies, unexpected absences, and training periods for new hires. Most recently, the contract was amended to avoid a new backlog of recertifications during the COVID-19 pandemic, while staff focused on processing urgent interim recertifications for participants who experienced a sudden loss of income and while HACA adapted operations to allow some staff to work remotely.

While these challenges remain, for the upcoming contract year, HACA plans to reduce the number of recertifications processed by NMA and transition the majority of recertifications back to HACA staff. Though the contract has provided necessary additional capacity to help reduce the backlog of recertifications, it also takes significant staff time to adequately manage the contract to ensure satisfactory performance.

HACA is currently evaluating a long-term plan to address the ongoing challenge of achieving and maintaining on-time recertifications. This includes considering the costs and benefits of increasing internal staff by filling another vacancy that has been covered by the NMA contract and/or supplementing internal staff capacity with a reduced scope for an external contractor.

At this time, HACA will extend the NMA contract for another year, while reducing the caseload, and will update or seek approval from the Commission as a long-term plan is developed.

**HOUSING AUTHORITY OF ALAMEDA COUNTY**

**AGENDA STATEMENT**

Meeting: March 10, 2021

Subject: Amendment to Contract with I Sterling, Inc. for Housing Quality Standards (HQS) Inspection Services

Exhibits Attached: None

Recommendation: Authorize the Executive Director to Execute an Amendment to the Contract with I Sterling Inc.

Financial Statement: \$321,958 from respective Section 8 Administrative Budgets

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**BACKGROUND**

In February 2019, HACA issued a Request for Proposals (RFP) to provide HQS inspection services. The scope of work included, but was not limited to, providing services for initial inspections, annual inspections, and re-inspections. At the March 2019 meeting, your Commission approved a contract with I Sterling, Inc. for \$158,600 for HQS inspection services, and the contract was executed on April 10, 2019.

Due to an oversight on the part of staff, the second year's contract renewal was not presented to your Commission for approval in March 2020, prior to the expiration of the initial contract on April 9, 2020, and a contract amendment for the second year was not fully executed. The second contract year ends on April 10, 2021.

**DISCUSSION AND ANALYSIS**

All Housing Choice Voucher (HCV) and Special Program units require initial and subsequent annual or biennial inspections and must meet HUD Housing Quality Standards (HQS). In addition, HACA is required to conduct special inspections in response to tenant or owner requests. When repairs are needed, HACA must also conduct a re-inspection.

HACA has two inspectors on staff who currently perform all initial and special inspections. Ongoing inspections have been conducted by contract inspectors for many years. I Sterling, Inc. has now provided over seven years of inspection services to HACA and has

**HACA AGENDA ITEM NO.: 6-5.**

continued to perform satisfactorily. In addition, I Sterling Inc. has been extremely responsive in providing additional support for initial and special inspections during the COVID-19 pandemic, when HACA's staff inspectors have been unable to conduct inspections.

It is proposed that the contract be extended to April 10, 2022 and the amount be increased by \$321,958. This amendment increases the contract amount by \$158,600 for the second year and by \$163,358 for the third year, for a total contract amount of \$480,558. The budget for period July 1, 2021 to April 10, 2022 will be incorporated in the FY 2021-2022 budget request.

In addition, the contract amendment will include minor updates, including clarification on the process for life-threatening fails that require a re-inspection within 24 hours as well as the agreed-upon fee for conducting special inspections (at the same rate as re-inspections).

Staff recommends your Commission authorize the Executive Director to execute an amendment to the current contract with I Sterling Inc., reflecting the changes above.

**PROGRAM ACTIVITY**  
**REPORT**



**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: March 10, 2021

Subject: Programs Activity Report

Exhibits Attached: Section 8 Contract and Housing Assistance Payments (HAP) Report; Section 8 Average Contract Rent Report; Landlord Rental Listing Report; FSS Program Monthly Report

Recommendation: Receive Report

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**SECTION 8 HOUSING CHOICE VOUCHERS (HCV)**

- **Lease-Up:** As of March 1, 2021, the Section 8 HCV program had 6,143 units under contract. This number includes HACA vouchers and portability clients for which we are being billed by the receiving housing authority, but excludes portability clients for which we are billing the initial housing authority.
- **HCV Program Utilization:** As of March 1, 2021, the average HAP subsidy was \$1,729 and the average tenant-paid rent portion was \$547 for an average Contract Rent of \$2,275. These amounts include HACA vouchers, but do not include incoming and outgoing portability clients.
  - ❖ As of March 1, 2021, HACA had 169 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
  - ❖ As of March 1, 2021, HACA billed other housing authorities for 458 incoming portability contracts.
  - ❖ As of March 1, 2021, 225 of PACH's 230 project-based voucher (PBV) units are leased with three of the vacant units anticipated to be occupied before month end. Due to COVID-19, we are leasing the two units at Nidus Court that were being held vacant to be used as temporary living units for tenants while we remodel their units at the property. We hope to resume our remodeling project soon.
- **Section 8 Contract Reports:** Copies of the Contract Reports are attached. The Section 8 Contract and HAP Report includes HACA certificates, HACA vouchers and portability

HACA AGENDA ITEM NO.: 6-6.

clients for which we are billing the initial housing authority. The Section 8 Average Contract Rent Report includes HACA vouchers and portability clients for which we are billing the initial housing authority.

- **Landlord Rental Listings:** As of March 1, 2021, there were 95 active properties listed.

	4/1/20	5/4/20	6/2/20	7/6/20	8/3/20	9/1/20	10/1/20	11/4/20	12/1/20	1/4/21	2/1/21	3/1/21
Units	63	70	79	105	99	109	103	118	100	92	97	95

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**  
**Section 8 Contract and HAP Report for the Month February 2021**

City	Certificates		Vouchers		FEBRUARY 2021 TOTAL		FEBRUARY 2020	FEBRUARY 2019
	Number	HAP*	Number	HAP**	Number	HAP		
		based on avg		based on avg				
		\$ 1,989		\$ 1,757				
Albany	0	\$0	12	\$21,084	12	\$21,084	12	15
Castro Valley	4	\$7,956	224	\$393,568	228	\$401,524	214	224
Dublin	3	\$5,967	408	\$716,856	411	\$722,823	398	406
Emeryville	6	\$11,934	154	\$270,578	160	\$282,512	148	148
Fremont	21	\$41,769	1,114	\$1,957,298	1,135	\$1,999,067	1,103	1,058
Hayward	45	\$89,505	1,838	\$3,229,366	1,883	\$3,318,871	1,908	1,954
Newark	6	\$11,934	227	\$398,839	233	\$410,773	231	214
Pleasanton	3	\$5,967	268	\$470,876	271	\$476,843	221	217
San Leandro	13	\$25,857	1,307	\$2,296,399	1,320	\$2,322,256	1,334	1,317
San Lorenzo	3	\$5,967	176	\$309,232	179	\$315,199	185	192
Union City	7	\$13,923	700	\$1,229,900	707	\$1,243,823	692	707
<b>TOTALS</b>	<b>111</b>	<b>220,779</b>	<b>6,428</b>	<b>11,293,996</b>	<b>6,539</b>	<b>11,514,775</b>	<b>6,446</b>	<b>6,452</b>

\*Based on an average February Housing Assistance Payment (HAP) of \$1,989 per certificate contract

\*\*Based on an average February Housing Assistance Payment (HAP) of \$1,757 per voucher contract

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Average Contract Rent Report for the Month of February 2021

City	Number of HAP Contracts (HCV Only)	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	12	\$1,749	\$1,297	\$452	26%
Castro Valley	224	\$2,340	\$1,796	\$543	23%
Dublin	408	\$2,262	\$1,788	\$474	21%
Emeryville	154	\$1,900	\$1,407	\$493	26%
Fremont	1,114	\$2,442	\$1,910	\$532	22%
Hayward	1,838	\$2,209	\$1,681	\$528	24%
Newark	227	\$2,593	\$1,930	\$663	26%
Pleasanton	268	\$2,083	\$1,668	\$417	20%
San Leandro	1,307	\$2,225	\$1,687	\$537	24%
San Lorenzo	176	\$2,524	\$1,864	\$655	26%
Union City	700	\$2,464	\$1,852	\$613	25%

\*Some rents may vary by \$1 due to rounding

This report includes HACA vouchers and portability clients for which we are billing the initial housing authority.



**To:** Kurt Wiest, Executive Director  
**From:** Daniel Taylor, Special Programs Manager  
**Re:** **FSS Program Summary**  
**Cc:** Linda Evans, Phyllis Harrison, Mary Sturges, Vanessa Kamerschen  
**Date:** February 26, 2021

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<b>Program Summary</b>	<b>February 2021</b>
Total Clients Under Contract:	193
MDRC:	100
Graduates:	0
Escrow Disbursed:	\$0
Ports In:	0
Ports Out:	1
Terminations:	1
New Contracts:	1

**FSS PROGRAM NEWS:**

**Workshop**

On Saturday, Jan 30, 2021, the FSS team partnered with Sparkpoint-Fremont to present a virtual workshop, Credit 101. Twenty-nine (29) participants logged in for the event. Attendees learned:

- Credit report basics
- Credit score basics
- Building good credit history
- Protecting your credit
- Disputing errors
- Clearing collections
- Negotiable items

**Case Management Referrals = 25**

Job Referrals = 76

# ATTACHMENT A

<b>Streamlined Annual PHA Plan</b> <i>(HCV Only PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 02/29/2016
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																																			
A.1	<p>PHA Name: <u>Housing Authority of the County of Alameda</u>      PHA Code: <u>CA067</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2021</u></p> <p>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p>Number of Housing Choice Vouchers (HCVs) <sup>6979</sup> _____</p> <p>PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission      <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p style="text-align: center;">See Attachment A.1</p> <p><input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a joint Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Participating PHAs</th> <th style="width: 10%;">PHA Code</th> <th style="width: 25%;">Program(s) in the Consortia</th> <th style="width: 20%;">Program(s) not in the Consortia</th> <th style="width: 20%;">No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
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Lead HA:																																				

B. Annual Plan.	
<b>B.1</b>	<p><b>Revision of PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?                      Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs.  <input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.  <input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources.  <input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.  <input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.  <input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.  <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.  <input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.  <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.  <input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):  <b>See Attachment B.1</b></p>
<b>B.2</b>	<p><b>New Activities</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?                      Y N Project Based Vouchers.  <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.  <b>See Attachment B.2</b></p>
<b>B.3</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?                      Y N N/A  <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<b>B.4</b>	<p><b>Civil Rights Certification</b>  <a href="#">Form HUD-50077</a> PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>B.5</b>	<p><b>Certification by State or Local Officials.</b>  <a href="#">Form HUD 50077-SL</a> Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>B.6</b>	<p><b>Progress Report.</b>                      Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.  <b>See Attachment B.6</b></p>
<b>B.7</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?                      Y N  <input type="checkbox"/> <input type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.  <b>See Attachment B.7</b></p>



## Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV Only PHAs

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### A. PHA Information. All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

### B. Annual Plan. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

#### B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

**Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA’s jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

**Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

**Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

**Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)\(3\)\(4\)](#)).

**Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

**Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

**Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

**Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

**Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be ‘significant amendments or modifications’: a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD’s website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

**B.2 New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark “yes” for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark “no.” ([24 CFR §983.57\(b\)\(1\)](#) and Section 8(13)(C) of the United States Housing Act of 1937.

**Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

- B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(p\)](#))
- B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))
- B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))
- B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

**Attachment A.1**

**PHA Information**

**PHA Name:** Housing Authority of the County of Alameda

**PHA Code:** CA067

**PHA Plan for Fiscal Year Beginning:** 07/2021

**Number of Housing Choice Vouchers (HCVs):** 6,979

**PHA Plan Submission Type:** Annual Submission

**Availability of Information**

Our office is currently closed to the public due to the COVID-19 pandemic. However, the public may call our main phone number at (510) 538-8876 to request a copy of the Plan.

The Plan can also be found on HACA's website at:  
[www.haca.net](http://www.haca.net)

## Attachment B.1

### Revision of PHA Plan Elements

#### 1) Deconcentration and Other Policies that Govern Eligibility, Selection, and Admission

The following revisions were made to Chapter 4 of HACA's Administrative Plan since its last Annual Plan submission:

- HACA has included a limited preference for its Mainstream Voucher Program in Chapter 4-III.C. SELECTION METHOD.

For a list of policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV, see applicable chapters from HACA's Administrative Plan in **Attachment B.1.(a). Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.**

#### 2) Financial Resources

In addition to the HCV funding it receives each year, HACA will evaluate any new funding HUD makes available to housing authorities and apply for such funding if applicable. HACA will continue to pursue funding such as the Family Self-Sufficiency (FSS), Mainstream Voucher, Non-Elderly Disabled (NED), Project Based Voucher (PBV), Veterans Affairs Supportive Housing (VASH), and Foster Youth Initiative (FYI) programs as HUD makes funding available that expands housing opportunities to low-income families.

Additionally, HACA received CARES Act funding in the amount of \$1,719,625 for HCV and \$14,156 for Mainstream on 8/13/2020 for FY 2021. HACA also received CARES Act funding in the amount of \$1,402,814 for HCV and \$1,948 for Mainstream on 5/7/2020 for FY 2020 but the funds were received after the submittal period for last year's 5-year and Annual Plans.

**Attachment B.1.(a) Deconcentration and Other Policies that Govern Eligibility, Selection, and Admission.**

Index of Deconcentration and other policies that govern eligibility, selection, and admissions:

<b>Admin Plan Section</b>	<b>Page(s)</b>
Chapter 3 – Eligibility	3-1 to 3-43
Chapter 4 – Applications, Waiting List and Tenant Selection	4-1 to 4-33
Chapter 10 – Portability – Applicant Families	10-8 to 10-10
Chapter 11 – Interim Reexaminations – New Family Members	11-8 to 11-10
Chapter 17 – Project Based Vouchers – Selection of PBV Program Participants	17-29 to 17-35
Chapter 18 – Project Based Vouchers (PBV) Under the Rental Assistance Demonstration (RAD) Program – Selection of PBV RAD Program Participants	18-19 to 18-25

**Attachment B.1.(a) Significant Amendment/Modification.**

HACA defines a “Significant Amendment/Modification” to its 5-Year and Annual Plan as a change:

- a) to HACA’s criteria for eligibility for admission; or
- b) any change with regard to homeownership programs.

**Attachment B.2****New Activities**

HACA currently has 72 project-based vouchers under RAD and 643 project-based units in addition to the RAD units. HACA anticipates project-basing additional vouchers for a total, *including* current project-based vouchers, of up to 1,100 units over the next five years. The cities of Albany, Emeryville, Dublin, Fremont, Hayward, Newark, Pleasanton, San Leandro, and Union City as well as the unincorporated communities of Castro Valley and San Lorenzo and unincorporated Alameda County are currently-identified locations.

For the Fiscal Year 2020-2021, HACA committed to project-basing up to 25 units in the city of Hayward for Veterans and non-elderly persons with a disability. This project is projected to complete construction and lease up in 2022. During Fiscal Year 2019-2020, HACA project-based 12 units in the city of Emeryville for families and for persons with disabilities. During Fiscal Year 2018-2019, HACA committed to project-basing up to 10 units in the city of Fremont for Veterans and 25 units in the city of San Leandro for Veterans. These projects are projected to complete construction and lease up in 2021.

To create housing opportunity and promote mobility, HACA may project-base up to approximately 325 additional units in the next five years. These would be targeted to non-impacted census tracts, higher-cost opportunity areas, neighborhoods undergoing revitalization, and projects awarded Alameda County Measure A1 funding. Projects would be for families, persons with disabilities, the elderly, and Veterans, depending on funding, including but not limited to up to 100 units in Fremont, Hayward and San Leandro to serve Veterans.

HACA will evaluate additional opportunities to project-base vouchers by: partnering with developers in the development and ownership of new and rehabilitated projects; by applying for set-aside VASH Vouchers; by applying for Mainstream vouchers; by project-basing Mainstream vouchers; and by acquiring existing rental properties for which low-income housing tax credits and/or tax exempt housing bonds can be obtained.

**B.4 Civil Rights Certification**

Please see the attached certification.



**B.5 Certification by State or Local Officials.**

Please see the attached certification.

**Attachment B.6****Progress Report**

Below states the progress HACA has made in meeting its goals and objectives described in the 5-Year Plan, beginning FY 2020.

**Goal 1.** Maintain, improve, and implement HACA policy that supports affordable housing and fair housing.

- a) Ongoing compliance with fair housing laws and policies. HACA continues to make fair housing materials available to program participants through website postings. HACA also continues to provide yearly fair housing training for its staff.
- b) HACA continues its progress to meet its nine regional fair housing goals under Alameda County's Regional Analysis of Impediments to Fair Housing Choice (AI). These goals coincide with HACA's 5-Year Plan goals and objectives.

**Goal 2.** Expand the supply of assisted housing.

- a) HACA continues to explore opportunities that expand the supply of assisted housing to low-income families through the commitment and issuance of project-based vouchers and by applying for HUD funding such as HUD-VASH, Foster Youth Initiative (FYI) and Mainstream when available.

This fiscal year HACA was awarded 100 Mainstream vouchers for the non-elderly disabled who are homeless, at risk of homelessness, at risk of institutionalization or coming out of an institution; 5 FYI vouchers for young people under the age of 25 aging out of foster care and who are at extreme risk of experiencing homelessness; and 70 VASH vouchers for homeless veterans. See B.2 above for progress to date regarding current and new partnerships for project-based vouchers.

**Goal 3.** Increase operational efficiency and effectiveness.

- a) HACA continues to evaluate and update its policies and procedures to ensure compliance, consistency, and efficiency in operations. HACA is currently in contract with Nan McKay & Associates, a PHA management consultant agency, to help meet these goals.
- b) HACA maintains its SEMAP high performer ranking.
- c) HACA continues to utilize HUD's Two-Year Tool regularly to ensure effective utilization of its vouchers and program funds.

**Goal 4.** Preserve and rehabilitate HACA's/PACH's existing affordable housing stock.

- a) This fiscal year, HACA has rehabbed 7 of its 50 PACH senior housing units. However, the rehabilitation project is currently stalled due to the COVID-19 pandemic. HACA will continue its work once restrictions are lifted.

**Goal 5.** Validate the cost-effectiveness of the HACA Family Self-Sufficiency (FSS) Program.

- a) Ongoing as part of a multi-year HUD national assessment undertaken by MDRC, HUD's contracted consultant.

**Goal 6.** Assist as many qualified families as possible.

- a) HACA continues voluntarily administer its FSS program and its Home Ownership Program, with the enrollment of 1 new participant this fiscal year.
- b) HACA currently maintains over 98% utilization of its ACC units/HCV funding.

**Goal 7.** Enhance business continuity capabilities in order to ensure that HACA's operations and core business functions are not severely impacted in the event of an emergency or disaster.

- a) This fiscal year, HACA transitioned its server-based website platform into the cloud. This ensures that our website remains accessible to our participants, landlords, and partners in the event of an emergency or disaster.
- b) HACA has also transitioned its Microsoft Office tools over to a cloud-based environment so that these tools could be made available to staff remotely.
- c) HACA has greatly increased its telework capabilities due to the COVID-19 pandemic. This includes a full system upgrade of its web conferencing infrastructure, equipping its staff with laptops and webcams, and the procurement of various software licenses and services such as Zoom, Remote PC, and MRI Secure Sign to enable its staff, participants, landlords, and partners to continue to conduct business together remotely.

**Attachment B.7**

**RESIDENT ADVISORY BOARD**

# **ATTACHMENT B**

# HOUSING AUTHORITY OF ALAMEDA COUNTY



22941 ATHERTON STREET • HAYWARD, CALIFORNIA 94541-6633  
TEL: (510) 538-8876 • FAX: (510) 727-8554 • TDD: (510) 727-8551



Housing Authority of the  
County of Alameda

22941 Atherton Street, Hayward, CA 94541  
Tel. 510.538.8876 TDD 510.727.8551 Fax 510.537.8236 www.haca.net

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

HOUSING COMMISSION

Bylaws of the Personnel Committee

~~(Revised: February 19, 1997 – Res. No. 03-97 Revised: March 10, 2021 – Resolution No. 04-21)~~

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Article I – Definitions

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- Section 1. Authority shall mean the Housing Authority of the County of Alameda.
- Section 2. Commission shall collectively mean the members of the Housing Authority of the County of Alameda appointed by the Alameda County Board of Supervisors.
- Section 3. Executive Director shall mean the Executive Director of the Housing Authority of the County of Alameda.
- Section 4. Office of the Authority shall mean the offices of the Housing Authority of the County of Alameda.
- Section 5. Personnel Officer shall mean the Personnel Officer of the Housing Authority of the County of Alameda.
- Section 6. Personnel Rules shall mean the Personnel Rules adopted by the Commission.

Article II - Membership

- Section 1. Appointment. The Commission Chair, with the concurrence of the Commission, shall appoint ~~four (4) Commissioners~~ five (5) Commissioners to serve as the Personnel Committee. Preference will be given to a Tenant Commissioner if they wish to serve on the Personnel Committee.
- Section 2. Terms of Office. Personnel Committee members shall serve for (4) year terms. Committee members may be reappointed. There is no limit to the number of terms a member may serve.
- Section 3. Maintenance of Membership. Committee members may only serve as long as they remain members of the Commission.

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Housing Authority of the County of Alameda  
Housing Commission: Personnel Committee Bylaws  
Page 2

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~~Article III – Officers~~

~~Section 1. Election. The Personnel Committee, by majority vote, shall elect for a term of one (1) year a Chair and Vice-Chair from among its members. There is no limit to the number of terms a member may serve as an officer.~~

~~Section 2. Chair. The Chair shall preside at all meetings of the Personnel Committee and be responsible for the conduct of the meetings and other duties normally associated with a Chair.~~

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Article III - Officers

Section 1. Election. The Personnel Committee, by majority vote, shall elect for a term of one (1) year a Chair and Vice-Chair from among its members. There is no limit to the number of terms a member may serve as an officer.

Section 2. Chair. The Chair shall preside at all meetings of the Personnel Committee and be responsible for the conduct of the meetings and other duties normally associated with a Chair.

Section 3. Vice Chair. The Vice Chair shall perform those duties assigned by the Chair and act for the Chair in the latter’s absence. If for any reason the Chair cannot continue, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Committee shall elect a new Chair.

Section 4. Secretary. The Executive Director and/or ~~his or her~~the Executive Director’s designee shall serve as the Secretary to the Committee.

Article IV – Meeting and Rules

Section 1. Meeting Notice. Notice of meetings shall comply with California Government Code Section 54950 commonly known as the Ralph M. Brown Act.  
The Personnel Committee meeting agenda shall be posted on the Housing Authority of the County of Alameda’s website and in a place that is freely accessible to the public at least seventy-two (72) hours in advance of the meeting.

The meeting agenda and materials shall be provided to each Personnel Committee member and anyone who has filed a written request for this information, in the format of their choosing (paper or digital), at least 72 hours in advance of the meeting.

~~Regular Meetings. As the Personnel Committee meets only to consider personnel actions designated within their purview as described in the Personnel Rules, there will be no Regular Meetings.~~

Section 2. Regular Meetings. The Personnel Committee may, but is not required to, have a regular meeting schedule. If the Personnel Committee meeting agenda is posted at least 72 hours in advance of the meeting, the meeting is considered to be a regular meeting for all purposes (Section 54954.2)

~~Special Meetings. Special Meetings will be called by the Committee Chair at the request of the Personnel Officer or Executive Director stating the~~



~~purpose, time and place of meeting.~~

~~A. The only business to be transacted shall be limited to the items and subjects set forth in the Personnel Committee agenda.~~

~~B.A. Written notice shall be given seventy-two (72) hours in advance of meeting to each Committee member, Commission member, local newspapers of general circulation and anyone filing a written request for notice. Notice of meetings shall comply with California Government Code Section 54950 commonly known as the Ralph M. Brown Act.~~

~~Section 3.~~

~~**Special Meetings.** If notice of less than 72 hours is given for a Personnel Committee meeting, the meeting must be treated as a Special Meeting and all of the limitations and requirements for special meetings apply. The only business to be transacted shall be limited to the items and subjects set forth in the Personnel Committee agenda.~~

~~**Executive Sessions.** Executive Sessions may be held only for those purposes permitted by the Ralph M. Brown Act.~~

~~Section 4.~~

~~**Executive and Closed Sessions.** Executive and Closed Sessions may be held only for those purposes permitted by the Ralph M. Brown Act (see sections 54956.7 through 54957 and 54957.6 and 54957.8) such as but not limited to:~~

~~Personnel Evaluatons~~

~~Labor Negotiations~~

~~Pending Litigation~~

~~Real Estate Negotiations~~

~~The Personnel Committee must reconvene the public meeting after an Executive and/or Closed Session and publicly report specified closed session actions.~~

~~Section 4.5.~~

~~Rules. All meetings shall be conducted in accordance with Robert’s Rules of Order.~~

~~Section 5-6.~~

~~Conduct of Business. All meetings shall be public and shall follow an agenda prepared by the Personnel Officer and/or Executive Director and/or his or her designee.~~

~~A. Written notice of the meetings shall be sent 3 days in advance of a meeting to all members of the Committee and Commission. Items to be considered, staff reports and other agenda material shall be included in the mailing when available.~~

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## Personnel Committee Bylaws

Page 3

- B. ~~Advance publicity of the meeting shall be given to reasonably insure that the public will be notified of all Committee meetings. Publicity shall include notice to all newspapers of general circulation.~~
- C. Opportunity for public comment shall be included in the agenda for both non-agenda and agenda items. Public comment may be limited by the Chair as needed to address meeting time constraints
- D. The agenda of the meetings shall include the minutes of the previous meeting. Minutes of all meetings shall be kept on file with the Housing Authority. ~~Copies shall be provided to the Commission.~~

Section 6. Quorum. ~~Two-Three (3) Personnel Committee committee~~ members of those currently appointed shall constitute a quorum for the transaction of business.

- A. Actions shall be by formal motion or resolution.
- B. Each Committee member shall have one (1) vote.
- C. Proxy votes are not permitted.

## Article V – Amendments to Bylaws

These Bylaws may be amended by a two-thirds vote of the Committee members present, subject to final approval of the full Commission, provided that notice of the proposed amendments has been given to each Committee member and Commissioner in writing at least 10 days prior to the meeting at which the proposed amendment is to be considered.

## Article VI – Severability

If any article, section, paragraph, sentence, clause or phrase of the Bylaws is held for any reason to be illegal, unconstitutional, or null and void such decision shall not affect the validity of the remaining portion of these Bylaws.

~~pcbylaws.rev~~[Personnel Committee Bylaws 03-10-2021](#)

Revised: ~~February 19, 1997~~ [March 10, 2021](#)  
Resolution No. ~~03-97~~ [04-21](#)



Housing Authority of the  
County of Alameda

22941 Atherton Street, Hayward, CA 94541

Tel. 510.538.8876 TDD 510.727.8551 Fax 510.537.8236 www.haca.net

**HOUSING COMMISSION**  
**Bylaws of the Personnel Committee**  
**(Revised: March 10, 2021 – Resolution No. 04-21)**

**Article I – Definitions**

- Section 1.** **Authority** shall mean the Housing Authority of the County of Alameda.
- Section 2.** **Commission** shall collectively mean the members of the Housing Authority of the County of Alameda appointed by the Alameda County Board of Supervisors.
- Section 3.** **Executive Director** shall mean the Executive Director of the Housing Authority of the County of Alameda.
- Section 4.** **Office of the Authority** shall mean the offices of the Housing Authority of the County of Alameda.
- Section 5.** **Personnel Officer** shall mean the Personnel Officer of the Housing Authority of the County of Alameda.
- Section 6.** **Personnel Rules** shall mean the Personnel Rules adopted by the Commission.

**Article II - Membership**

- Section 1.** **Appointment.** The Commission Chair, with the concurrence of the Housing Commission, shall appoint five (5) Housing Commissioners to serve as the Personnel Committee . Preference will be given to a Tenant Commissioner if they wish to serve on the Personnel Committee.
- Section 2.** **Terms of Office.** Personnel Committee members shall serve for (4) year terms. Committee members may be reappointed. There is no limit to the number of terms a member may serve.
- Section 3.** **Maintenance of Membership.** Committee members may only serve as long as they remain members of the Commission.

**Article III - Officers**

- Section 1.** **Election.** The Personnel Committee, by majority vote, shall elect for a term of one (1) year a Chair and Vice-Chair from among its members. There is no limit to the number of terms a member may serve as an officer.
- Section 2.** **Chair.** The Chair shall preside at all meetings of the Personnel Committee and be responsible for the conduct of the meetings and other duties normally associated with a Chair.

**Article III – Officers (Continued)**

- Section 3.** **Vice Chair.** The Vice Chair shall perform those duties assigned by the Chair and act for the Chair in the latter’s absence. If for any reason the Chair cannot continue, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Committee shall elect a new Chair.
- Section 4.** **Secretary.** The Executive Director and/or the Executive Director’s designee shall serve as the Secretary to the Committee.

**Article IV – Meetings and Rules**

- Section 1.** **Meeting Notice.** Notice for the Personnel Committee meetings shall comply with California Government Code Section 54950 commonly known as the Ralph M. Brown Act.
- The Personnel Committee meeting agenda shall be posted on the Housing Authority of the County of Alameda’s website and in a place that is freely accessible to the public at least seventy-two (72) hours in advance of the meeting.
- The meeting agenda and materials shall be provided to each Personnel Committee member and anyone who has filed a written request for this information, in the format of their choosing (paper or digital), at least 72 hours in advance of the meeting.
- Section 2.** **Regular Meetings.** The Personnel Committee may, but is not required to, have a regular meeting schedule. If the Personnel Committee meeting agenda is posted at least 72 hours in advance of a scheduled meeting, the meeting is considered to be a regular meeting for all purposes (Section 54954.2)
- Section 3.** **Special Meetings.** If notice of less than 72 hours is given for a Personnel Committee meeting, the meeting must be treated as a Special Meeting and all of the limitations and requirements for special meetings apply. The only business to be transacted shall be limited to the items and subjects set forth in the Personnel Committee agenda.
- Section 4.** **Executive and Closed Sessions.** Executive and Closed Sessions may be held only for those purposes permitted by the Ralph M. Brown Act (see sections 54956.7 through 54957 and 54957.6 and 54957.8) such as but not limited to:
- Personnel Evaluations
  - Labor Negotiations
  - Pending Litigation
  - Real Estate Negotiations
- The Personnel Committee must reconvene the public meeting after an Executive and/or Closed Session and publicly report specified closed session actions.

**Article IV – Meetings and Rules (Continued)**

**Section 5.** **Rules.** All meetings shall be conducted in accordance with Robert’s Rules of Order.

**Section 6.** **Conduct of Business.** All meetings shall be public and shall follow an agenda prepared by the Personnel Officer and/or Executive Director and/or his or her designee.

**Section 7.** **Public Comment.** Opportunity for public comment shall be included in the agenda for both non-agenda and agenda items. Public comment may be limited by the Chair as needed to address meeting time constraints

**Section 8.** **Meeting Minutes.** The agenda of the meetings shall include the minutes of the previous meeting. Minutes of all meetings shall be kept on file with the Housing Authority. .

**Section 9.** **Quorum.** Three (3) Personnel Committee members of those currently appointed shall constitute a quorum for the transaction of business.

**Section 10.** **Personnel Committee Actions and Voting.**

- A. Actions shall be by formal motion or resolution.
- B. Each Committee member shall have one (1) vote.
- C. Proxy votes are not permitted.

**Article V – Amendments to Bylaws**

These Bylaws may be amended by a two-thirds vote of the Committee members present, subject to final approval of the full Commission, provided that notice of the proposed amendments has been given to each Committee member and Commissioner in writing at least 10 days prior to the meeting at which the proposed amendment is to be considered.

**Article VI – Severability**

If any article, section, paragraph, sentence, clause or phrase of the Bylaws is held for any reason to be illegal, unconstitutional, or null and void such decision shall not affect the validity of the remaining portion of these Bylaws.

# ATTACHMENT C

**Article 7  
INTERVIEWS AND EXAMINATION**

**Section 7.4        RATINGS**

A. When education, training and experience are weighted separately as part of an examination, a rating system shall be used to evaluate the quality of experience and satisfactory completion of any required education and training.

**B. Passing Score**

~~B.~~ In order to be placed on an eligibility list, candidates must attain an overall rating of at least 70% in the total examination. The Executive Director or their designee may set a minimum qualifying rating other than 70% for each different subject matter test or for other parts of an examination. Candidates failing to achieve the established ratings shall be eliminated from participating in the remaining portions of the examination. In converting raw scores to percentage ratings, scores below the passing score need not be converted.

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**C.        Notice of Results**

~~After the e~~Eligibility lists ~~is promulgated by the Personnel Committee, are certified by the Human Resources Manager and then approved by the Executive Director. Thereafter,~~ each candidate shall be notified by mail of the results of their examination. The notice shall state the score and relative ranking on the eligibility list. When candidates receive less than an overall passing score, they shall be notified of their failure to qualify to be placed on the eligibility list.

**D.        Appeal**

Candidates who have been disqualified in the interview portion of an examination may appeal their rating according to the provisions of Article 15.1.C.3.

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**Article 210**  
**LEAVES OF ABSENCE**

**Section 210.1**      **LEAVES OF ABSENCE WITHOUT PAY MAY NOT EXCEED SIX MONTHS**

**A. General Leave of Absence Without Pay**

A general leave of absence without pay may be ~~granted~~authorized by the Executive Director upon the request of the employee for a period of up to six (6) months, seeking such leave, but ~~However, such the total amount of leave without pay shall not be for longer than exceed six (6) months, except as hereinafter provided.~~ The number of authorized requests for a general leave of absence without pay is limited to one per employee unless in the discretion of the Executive Director, additional requests are deemed necessary and justified.

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**Section 20.2**      **NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT**

~~A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the Authority, except as provided in these Rules.~~

**Section 20.3**      **MILITARY LEAVE**

~~Every employee shall be entitled to military leave of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans' Code. For active duty service, an employee shall be eligible for up to 30 calendar days of paid Military Leave, if he/she has been continuously employed for a period of one year with the Housing Authority. Active service in the National Guard shall not require the previous year of service to be eligible for up to 30 calendar days of paid Military Leave.~~

~~Additionally, for training service, an employee shall be eligible for up to 30 calendar days of paid leave if he/she has been continuously employed for a period of one year with the Housing Authority and he/she has at least one year of military service credit.~~

~~Military leave shall be paid for scheduled workdays occurring during the 30-calendar day period, including holidays as referenced in Article 17.~~

**Section 20.4**      **TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE**

B. Leave of Absence to Temporarily Fill a Vacancy Due to Military Leave

The Executive Director may grant an employee a leave of absence without pay from ~~his/her their~~ current position to permit ~~such an the~~ employee to be temporarily appointed to ~~fill~~ a vacant position ~~which is vacant as the result, and during the period of;~~ a military leave of absence of another employee for an unlimited period of time.

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Section 20.5 EDUCATIONAL LEAVE

C. Leave to Pursue Education

A leave of absence without pay may be granted authorized by the Executive Director upon the request of the employee seeking such leave for the purpose of education, ~~but no one such~~ However, a leave of absence authorized under this provision shall not exceed a period of one year.

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D. Leave to Perform Work While Disabled

1. If an employee becomes disabled cannot perform the duties of their normal position and there is no alternative work is available through the Housing Authority's Return to Work & Modified Duty Program, the employee may be granted leave without pay to be able to perform work the employee is capable of while disabled which is outside of the Housing Authority.

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2. A leave of absence under this provision is granted at the sole discretion of the Executive Director and shall not exceed six (6) months.

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Section 20.6 LEAVE WHEN LENT TO OTHER GOVERNMENT AGENCY OR EDUCATIONAL INSTITUTION

A leave of absence without pay may be granted by the Executive Director to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one year.

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Section 20.7 LEAVES OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE

An employee having tenure in a classification in the classified service who is appointed to another classification in the classified service may be granted a leave of absence without pay from the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such department shall be laid off if all authorized positions are filled.

Section 20.8 LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT

An employee having tenure in a classification in the classified service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Executive Director, for the duration of said employee's assignment to the special project.

**Section 201.92 LEAVE FOR JURY DUTY OR IN ANSWER TO SUBPOENA**

- A. ~~Sufficient~~ Paid leave shall be ~~granted~~ provided to permit an employee to travel between the work place and the court and while serving on jury duty or to appear in court to answer to a subpoena as a witness.
- B. Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the ~~Housing Authority Assistant Director/ Controller, Finance Director.~~ However, it is the general rule that government employees do not receive fees or mileage for jury duty because they generally are provided paid leave.
- C. When an employee is excused from jury duty or from answering a subpoena as a witness in time to report to work for at least one-half ~~his/her~~ of their regularly scheduled shift, the employee shall report to duty work and jury duty pay under this section shall be reduced accordingly.
- D. If a non-~~management exempt~~ employee fails to report to work as set forth ~~herein~~ in sub-section C, above, ~~he/she/they~~ shall be ~~deemed~~ required to code their time as leave without pay for the balance of the day.
- E. Employee shall apply for standby jury duty if the court permits this option. ~~An~~ If an employee's ~~whose~~ work assignment precludes participation in ~~the~~ standby jury ~~duty duty~~, they shall be exempted from this requirement, ~~provided that a Supervisor The~~ employee's manager may adjust an employee's work assignment to permit the employee to apply for standby duty.

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**Section 21.3 LEAVE FOR PARTICIPATION IN THE RECRUITMENT EXAMINATION PROCESS**

- A. An employee may be granted paid leave to participate in the Housing Authority's recruitment process provided that the employee gives their manager at least forty-eight (48) hours advance notice.
- B. Paid leave shall also be provided to a management employee in order to participate as an interview panelist for another Housing Authority or public agency.

**Section 20.10 DISABILITY LEAVE FOR OTHER EMPLOYMENT**

Anything in these Rules to the contrary notwithstanding, any person who because of sickness or injury is incapable of performing his work or duties in the service of the Authority but who is

~~nevertheless capable of performing other work or duties outside the service of the Authority may within the discretion of the Executive Director, be granted sick leave of absence without pay during such disability to accept such employment. Such disability leave shall not exceed six months.~~

~~Section 20.11 — MATERNITY LEAVE~~

~~Pregnant employees who are not eligible for Pregnancy Disability Leave under the Family/ Medical Leave Policy are entitled to the following leave provisions. Pregnant employees shall furnish their Unit Supervisors, a statement which indicates the estimated date of delivery. A pregnant employee is entitled to a maternity leave of up to four months, the dates of which are to be mutually agreed by the employee and the Housing Authority. Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity leave. In the event an employee requests to return from maternity leave prior to the previously agreed return date, the Housing Authority may require acceptable proof of the employee's ability to return to work provided that the Housing Authority shall notify the employee in writing of such requirement.~~

~~The employee shall be entitled to sick leave with pay accumulated pursuant to Section 19.4 of these rules and, with the approval of the Executive Director, to sick leave with pay for which she is otherwise eligible pursuant to Section 19.6 of these rules. Reinstatement subsequent to maternity leave of absence shall be the same classification from which leave was taken and the Housing Authority shall make its best effort to return such employee to the same specialization within a classification, if one exists. Questions as to whether or not the Housing Authority has used its best effort herein shall not be subject to the grievance procedure.~~

~~Section 210.412 STATE DISABILITY INSURANCE BENEFITS~~

~~The Housing Authority shall continue to participate under in the California's State Disability Insurance (SDI) Program. SDI premiums shall be shared equally by the employee and the Housing Authority.~~

~~A. An e~~Employees who are otherwise eligible for stated disability insurance benefits shall have the choice of:

- ~~1. Not applying for state disability insurance benefits and using accrued paid sick leave and then using accrued vacation leave, compensatory time off, and/or floating holiday; pay, and/or with the consent of the Executive Director, discretionary major medical supplemental paid sick leave; or~~

~~2.2. — Applying for state disability insurance benefits and using accrued paid sick leave and/or vacation, leave and/or compensatory time off and/or floating holiday pay, and/or, with the Executive Director, discretionary major medical supplemental paid sick leave as a supplement to the state disability insurance benefits. This option is referred to as "coordination of benefits." The amount of such supplemental accrued leave for any hour of any normal work day shall not exceed the difference between 80% of the employee's normal gross salary rate including premium and differential pay and any disability insurance benefits~~

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the employee receives. The employee's accrued sick leave, ~~discretionary major medical supplemental paid sick leave~~, vacation leave, compensatory time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour) represented by the amount paid as ~~such a~~ supplement to state disability insurance benefits.

3. ~~Employees who apply for state disability insurance benefits may choose to not use any of their accrued leave balances to supplement SDI.~~

B. ~~Hours, including fractions of hours thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, and/or floating holiday balances as supplements to state disability insurance benefits will be regarded as hours of paid leave of absence. Vacation and sick leave shall be accrued based upon a portion pro rated amount based on of the number of hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, and/or floating holiday balances to the normal pay period.~~

C. ~~For purposes of determining continuing eligibility for the Housing Authority's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to state disability insurance benefits paid from and charged to from accrued sick leave, a discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off and/or floating holiday balances shall be regarded as on deemed in a full-time paid status with regard to the days for which such supplement is paid.~~

D. ~~In the event that a paid holiday occurs during a period of absence for which the employee receives state disability insurance benefits, the holiday pay shall be pro-rated in proportion to the amount paid to the employee as a supplement to the state disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, and/or floating holiday balances on the day before and the day after the holiday.~~

E. ~~The The Housing Authority's group health care providers will permit employees who are no longer considered to be in a paid status, because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/ or floating holidays balances, and are dropped from health and/or dental plan coverage to re-enter the group plans upon returning to full-time work.~~

**Section 210.513 UNAUTHORIZED LEAVES WITHOUT PAY**

A. ~~Employees who are absent from work and who do not qualify for vacation leave, holiday pay, sick leave, compensatory leave time or any other paid leave status shall be placed on Lleave Wwithout Ppay. Employees are only entitled to an approved Lleave Wwithout Ppay if they meet the qualifications for a specific unpaid leave provision (such as provided by the state and/or federal law, these Personnel Rules or another Housing Authority policy).~~

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B. Employees who are consistently, repetitiously or continuously on an unapproved leave without pay may be subject to disciplinary action (Article 16) and/or automatic resignation under (Article 12.32) of these Personnel Rules.

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**Article 231**  
**GRIEVANCE PROCEDURE**

**Section 231.1**      **DEFINITION**

A. A grievance pursuant to these Rules is defined as an allegation by an employee or group of employees of a dispute regarding interpretation or application of these rules, provided that ~~the~~ ~~such~~ dispute concerns matters within the scope of representation as defined in Government Code Section 3504.

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B. An employee or group of employees may grieve a violation of a written ~~departmental~~ policy or rule promulgated by the Executive Director only if ~~such~~ ~~the~~ policy or rule is designated by the Executive Director as a regulation to be followed in all applicable situations and without discretion on the part of ~~supervisory management~~ staff to determine ~~whether or~~ to what extent the policy or rule is ~~to be~~ applicable.

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C. A recognized employee organization may represent any employee(s) in ~~this~~ grievance process. ~~However, a dispute is only grievable under these Rules but may file or pursue a grievance only if the representing employee(s) is~~ adversely affected by the dispute.

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D. Any matter which may be appealed to the Personnel Committee ~~under Article 15 of these rules~~ is not subject to this grievance procedure ~~including arbitration.~~

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**Section 23.2**      **FORM OF GRIEVANCE**

A formal grievance can only be initiated by submitting a written document and/or grievance form which includes the following required information:

1. Name(s) of grievant;
2. Classification ~~title(s)~~;
3. Department(s);
4. A clear statement of the nature of the grievance (citing ~~the~~ applicable ~~ordinance, Personnel #R~~ rules or regulations or contract provisions);
5. The date upon which the event giving rise to the alleged grievance occurred;
6. The date upon which the informal discussion with the ~~employee's supervisor manager~~ took place;
7. A proposed solution to the grievance;
8. The date of execution of the written grievance/grievance form;
9. The signature of the grievant(s).

**Section 231.32** **AUTHORITY REVIEW AND ADJUSTMENT**  
**RESOLUTION OF GRIEVANCES**

**21.2.1** A. First Step - Informal Discussion

\_\_\_\_\_ An employee having a grievance shall first discuss it with his/her their immediate supervisor manager and endeavor to work-out reach a satisfactory solution in an informal manner. with such supervisor. This informal discussion shall occur no more than seven (7) working days after the dispute occurred or is known to the employee. If an employee desires to have a representative during the informal first step, they are entitled to bring a representative to the discussion but must provide notice to the manager that a representative will be attending the discussion.

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**21.2.2** B. Second Step – Formal Written Grievance

1. If a satisfactory solution is not accomplished by informal discussion between the employee and the employee’s manager, the employee shall have the right to consult with, and be assisted by a representative of his/hertheir own choice in this and all succeeding steps of this grievance procedure. subparagraph and may there after
  2. The employee may then file a formal written grievance in writing and submit the grievance to with his/hertheir manager immediate supervisor within seven (7) working days after the date of such the informal discussion was held.
  3. Within seven (7) working days after receipt of any written grievance, the employee’s immediate supervisor manager shall return a copy of the written grievance to the employee with his/her their written response. answer thereto in writing.
- \_\_\_\_\_ C. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of their manager’s answer within which to file an appeal to the Personnel Officer.

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**21.2.3**

D. Third Step - Personnel Officer Review

\_\_\_\_\_ The Personnel Officer shall have seven (7) working days after receipt of the employee’s written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her their representative shall have seven (7) working days from receipt of the answer within which to file an appeal to with the Executive Director.

**21.2.4** E. Fourth Step – Appeal to Executive Director



1. The Executive Director shall have fifteen (15) working days after receipt of the employee's written appeal from the Personnel Officer's decision in which to review, hold a hearings, and answer the grievance in writing issue a written decision.

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2. Unless waived by mutual agreement of between the employee or his/her/their representative and the Executive Director, a hearing is required at this step and the employee and his/her/their representative shall have the right to be present at, and participate in, such the hearing. The time limit at this step may be extended by mutual agreement between the Executive Director and the employee or his/her/their representative.

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**Section 231.43**

**WAIVER OF APPEAL STEPS**

A. If the grievance is not resolved after the first line supervisor manager has answered it in writing (Step 2), the Union and the Executive Director may, by mutual agreement, waive the review of the grievance at the Personnel Officer level (Step 3).

B. Grievances which allege sexual or other harassment by the first line supervisor employee's manager may be filed initially with the Personnel Officer.

C. Grievances alleging sexual or other harassment by the Personnel Officer may be filed initially directly with the Executive Director.

D. Grievances alleging sexual or other harassment by the Executive Director will be referred to an outside consultant for investigation.

E. **The Housing Authority considers allegations of any type of harassment seriously and will investigate all claims of harassment. The determination of whether the investigation will be done internally or externally will be made in accordance with the Housing Authority's Harassment, Discrimination and Retaliation Policy. If an investigation is to be performed by an external investigator, the selection of the investigator will be made by the Personnel Committee with input from the Executive Director and Human Resources Manager as appropriate.**

**Section 231.54**

**BINDING ARBITRATION OF GRIEVANCES**

In the event that the grievance is not resolved pursuant to Section 21.2.4, at the Executive Director level (Step 4), the grievant or his/her/their representative may, within thirty (30) working days after receipt of the decision of the Executive Director made pursuant to Section 21.2.4, request that the grievance be heard by an arbitrator.

**Section 21.5**

**SELECTION OF ARBITRATOR**

A. Selection of the Arbitrator

The arbitrator shall be selected by mutual agreement between the Executive Director or their designee and the employee or his/her/their representative. If the Executive Director or their designee and the employee or if his/her/their representative are unable to mutually agree on the selection of an arbitrator, they shall jointly request a list of five (5) qualified arbitrators from the State Mediation and Conciliation Service (SMCS) or the American Arbitration Association (AAA). ~~to submit a list of five qualified arbitrators.~~ The Executive Director or their designee and the employee or his/her/their representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. Participation in the selection of the arbitrator shall take place within one-hundred and twenty (120) days of the receipt of the request for arbitration or the grievance shall be ruled abandoned.

**Section 21.6** DUTY OF ARBITRATOR

**B. Duty of the Arbitrator**

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and thereafter make render written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend these rules, a resolution of the Housing Authority Board of Commissioners, state law, or written departmental rule Housing Authority policy, or to recommend such an amendment.

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**Section 231.67** PAYMENT OF COSTS

The cost of arbitration, including the fees and expenses of the arbitrator and the court reporter (if required) ~~reorderer~~, shall be borne equally by the parties.

**Section 231.78** EFFECT OF FAILURE OF TIMELY ACTION

**A.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. The employee may appeal to the Executive Director to have a grievance re-instated at the level it was previously abandoned.

**B.** Failure of the Housing Authority to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

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**Section 231.89** LIMITATION OF STALE GRIEVANCES

A grievance shall be void unless presented within sixty (60) calendar days from the date upon which the Housing Authority has allegedly failed to provide a condition of employment. In no event shall any grievance include a claim for monetary relief for more than a 60-day period.

**Section 231.910** GRIEVANCE RIGHTS OF FORMER EMPLOYEES

~~An person individual who because of dismissal, resignation, or layoff, is no longer a Housing Authority employee may file and pursue a grievance at the Executive Director level and may also pursue such the grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed, that the grievance is filed no longer later than thirty (+30) calendar days from the date of issuance of the pay warrant (check) complained of, that the issue would otherwise be grievable under this Section; and provided further, that under no circumstances may a former employee file any grievance unless it relates solely to whether such person's final pay warrant correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person. incident or alleged violation and that the issue would otherwise be grievable under this Article. In cases of dispute over the final pay warrant the date of such incident shall be the date of issuance of the warrant.~~

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**Article 242**  
**DISCRIMINATION AND HARASSMENT**

**Section 242.1**            **COMPLAINTS OF DISCRIMINATION**

Any disputes or complaints which involve alleged discrimination against an individual because of ~~any of the protected categories as identified by either federal or state law race, religion, color, sex, (including gender, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth), physical or mental disability, age, national origin or ancestry, medical condition, marital status, or sexual orientation (including heterosexuality, homosexuality, and bisexuality) or other matter which applicable law forbids as a basis for discrimination~~ shall be pursued through the grievance procedure of a valid Memorandum of Understanding, through Article 231 of these rules, or through an appeal to the Personnel Committee, whichever is applicable. Complaints of discrimination submitted under these Rules shall relate to the applicability of these Rules and alleged discrimination.; ~~except that such~~ Any disputes or complaints ~~to which where said this~~ grievance ~~or appeals~~ procedures does not apply shall be pursued through the Housing -Authority's Policy Against Harassment, Discrimination and Retaliation Policy and Procedure.

**Section 242.2**            **SEXUAL HARASSMENT**

Complaints of harassment based upon the protected statuses recognized by law, or retaliation for protesting against harassment shall be pursued through the grievance procedure of a valid Memorandum of Understanding if applicable or, if such grievance procedure is not applicable, through the Housing Authority's ~~Policy Against~~ Harassment, Discrimination and Retaliation Policy and Procedure.

## Article 23 CONSTITUTIONALITY CLAUSE

If any Article, section, subsection, sentence, clause, or phrase of these rules is for any reason held to be invalid or unconstitutional, ~~such~~ the specific provision held to be ~~invalidity~~ or ~~unconstitutionality~~ shall not affect the validity or constitutionality of the remaining portions of these rules; ~~it~~ being hereby ~~is~~ the ~~expressly~~ declared intent that these rules and each Article, section, subsection, sentence, clause and phrase ~~thereof~~ would have been adopted regardless of the fact that any one or more Articles, sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

## Article 7 INTERVIEWS AND EXAMINATION

### Section 7.4            RATINGS

A. When education, training and experience are weighted separately as part of an examination, a rating system shall be used to evaluate the quality of experience and satisfactory completion of any required education and training.

B. Passing Score

In order to be placed on an eligibility list, candidates must attain an overall rating of at least 70% in the total examination. The Executive Director or their designee may set a minimum qualifying rating other than 70% for each different subject matter test or for other parts of an examination. Candidates failing to achieve the established ratings shall be eliminated from participating in the remaining portions of the examination. In converting raw scores to percentage ratings, scores below the passing score need not be converted.

C.     Notice of Results

Eligibility lists are certified by the Human Resources Manager and then approved by the Executive Director. Thereafter, each candidate shall be notified by mail of the results of their examination. The notice shall state the score and relative ranking on the eligibility list. When candidates receive less than an overall passing score, they shall be notified of their failure to qualify to be placed on the eligibility list.

D.     Appeal

Candidates who have been disqualified in the interview portion of an examination may appeal their rating according to the provisions of Article 15.1.C.3.

**Article 21**  
**LEAVES OF ABSENCE**

**Section 21.1**            **LEAVES OF ABSENCE WITHOUT PAY**

A. General Leave of Absence Without Pay

A general leave of absence without pay may be authorized by the Executive Director upon the request of the employee for a period of up to six (6) months. However, the total amount of leave without pay shall not exceed six (6) months. The number of authorized requests for a general leave of absence without pay is limited to one per employee unless in the discretion of the Executive Director, additional requests are deemed necessary and justified.

B. Leave of Absence to Temporarily Fill a Vacancy Due to Military Leave

The Executive Director may grant an employee a leave of absence without pay from their current position to permit the employee to be temporarily appointed to a vacant position as the result of a military leave of absence of another employee for an unlimited period of time.

C. Leave to Pursue Education

A leave of absence without pay may be authorized by the Executive Director upon the request of the employee for the purpose of education. However, a leave of absence authorized under this provision shall not exceed one year.

D. Leave to Perform Work While Disabled

1. If an employee becomes disabled cannot perform the duties of their normal position and there is no alternative work is available through the Housing Authority's Return to Work & Modified Duty Program, the employee may be granted leave without pay to be able to perform work the employee is capable of while disabled which is outside of the Housing Authority.
2. A leave of absence under this provision is granted at the sole discretion of the Executive Director and shall not exceed six (6) months.

**Section 21.2**            **LEAVE FOR JURY DUTY OR IN ANSWER TO SUBPOENA**

- A. Paid leave shall be provided to permit an employee to travel between the work place and the court and while serving on jury duty or to appear in court to answer to a subpoena as a witness.

- B. Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the Finance Director. However, it is the general rule that government employees do not receive fees or mileage for jury duty because they generally are provided paid leave.
- C. When an employee is excused from jury duty or from answering a subpoena as a witness in time to report to work for at least one-half of their regularly scheduled shift, the employee shall report to work and jury duty pay under this section shall be reduced accordingly.
- D. If a non-exempt employee fails to report to work as set forth in sub-section C, above, they shall be required to code their time as leave without pay for the balance of the day.
- E. Employee shall apply for standby jury duty if the court permits this option. If an employee's work assignment precludes participation in standby jury duty, they shall be exempted from this requirement. The employee's manager may adjust an employee's work assignment to permit the employee to apply for standby duty.

**Section 21.3 LEAVE FOR PARTICIPATION IN THE RECRUITMENT EXAMINATION PROCESS**

- A. An employee may be granted paid leave to participate in the Housing Authority's recruitment process provided that the employee gives their manager at least forty-eight (48) hours advance notice.
- B. Paid leave shall also be provided to a management employee in order to participate as an interview panelist for another Housing Authority or public agency.

**Section 21.4 STATE DISABILITY INSURANCE BENEFITS**

The Housing Authority participates in California's State Disability Insurance (SDI) Program.

- A. Employees who are eligible for stated disability insurance benefits shall have the choice of:
  - 1. Not applying for state disability insurance benefits and using accrued paid sick leave and then using accrued vacation, compensatory time off, and/or floating holiday; or
  - 2. Applying for state disability insurance benefits and using accrued paid sick leave and/or vacation, compensatory time off and/or floating holiday as a supplement to state disability insurance benefits. This option is referred to as "coordination of benefits." The amount of supplemental accrued leave for any hour of any normal work day shall not exceed the difference between 80% of the employee's normal gross salary rate including premium and differential pay and any disability insurance benefits the employee receives. The employee's



## Article 23 GRIEVANCE PROCEDURE

### Section 23.1      DEFINITION

- A. A grievance pursuant to these Rules is defined as an allegation by an employee or group of employees of a dispute regarding interpretation or application of these rules, provided that the dispute concerns matters within the scope of representation as defined in Government Code Section 3504.
- B. An employee or group of employees may grieve a violation of a written policy or rule only if the policy or rule is designated by the Executive Director as a regulation to be followed in all applicable situations and without discretion on the part of management staff to determine to what extent the policy or rule is applicable.
- C. A recognized employee organization may represent any employee in this grievance process. However, a dispute is only grievable under these Rules if the employee is adversely affected by the dispute.
- D. Any matter which may be appealed to the Personnel Committee under Article 15 of these rules is not subject to this grievance procedure including arbitration.

### Section 23.2      **FORM OF GRIEVANCE**

A formal grievance can only be initiated by submitting a written document and/or grievance form which includes the following required information:

1. Name(s) of grievant;
2. Classification;
3. Department;
4. A clear statement of the nature of the grievance (citing the applicable Personnel Rules or regulations or contract provisions);
5. The date upon which the event giving rise to the alleged grievance occurred;
6. The date upon which the informal discussion with the employee's manager took place;
7. A proposed solution to the grievance;
8. The date of execution of the written grievance/grievance form;
9. The signature of the grievant(s).

**Section 23.3****REVIEW AND RESOLUTION OF GRIEVANCES****A. First Step - Informal Discussion**

An employee having a grievance shall first discuss it with their manager and endeavor to reach a satisfactory solution in an informal manner. This informal discussion shall occur no more than seven (7) working days after the dispute occurred or is known to the employee. If an employee desires to have a representative during the informal first step, they are entitled to bring a representative to the discussion but must provide notice to the manager that a representative will be attending the discussion.

**B. Second Step – Formal Written Grievance**

1. If a satisfactory solution is not accomplished by informal discussion between the employee and the employee's manager, the employee shall have the right to consult with, and be assisted by a representative of their own choice in all steps of this grievance procedure.
2. The employee may then file a formal written grievance and submit the grievance to their manager within seven (7) working days after the date of the informal discussion was held.
3. Within seven (7) working days after receipt of a written grievance, the employee's manager shall return a copy of the written grievance to the employee with their written response.

C. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of their manager's answer within which to file an appeal to the Personnel Officer.

**D. Third Step - Personnel Officer Review**

The Personnel Officer shall have seven (7) working days after receipt of the employee's written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the Executive Director.

**E. Fourth Step – Appeal to Executive Director**

1. The Executive Director shall have fifteen (15) working days after receipt of the employee's written appeal from the Personnel Officer's decision in which to review, hold a hearing, and issue a written decision.

2. Unless waived by mutual agreement between the employee or their representative and the Executive Director, a hearing is required at this step and the employee and their representative shall have the right to be present and participate in the hearing. The time limit at this step may be extended by mutual agreement between the Executive Director and the employee or their representative.

#### **Section 23.4                    WAIVER OF APPEAL STEPS**

- A. If the grievance is not resolved after the manager has answered it in writing (Step 2), the Union and the Executive Director may, by mutual agreement, waive the review of the grievance at the Personnel Officer level (Step 3).
- B. Grievances which allege sexual or other harassment by the employee's manager may be filed initially with the Personnel Officer.
- C. Grievances alleging sexual or other harassment by the Personnel Officer may be filed directly with the Executive Director.
- D. Grievances alleging sexual or other harassment by the Executive Director will be referred to an outside consultant for investigation.
- E. The Housing Authority considers allegations of any type of harassment seriously and will investigate all claims of harassment. The determination of whether the investigation will be done internally or externally will be made in accordance with the Housing Authority's Harassment, Discrimination and Retaliation Policy. If an investigation is to be performed by an external investigator, the selection of the investigator will be made by the Personnel Committee with input from the Executive Director and Human Resources Manager as appropriate.

#### **Section 23.5                    BINDING ARBITRATION OF GRIEVANCES**

In the event that the grievance is not resolved at the Executive Director level (Step 4), the grievant or their representative may, within thirty (30) working days after receipt of the decision of the Executive Director request that the grievance be heard by an arbitrator.

##### **A. Selection of the Arbitrator**

The arbitrator shall be selected by mutual agreement between the Executive Director or their designee and the employee or their representative. If the Executive Director or their designee and the employee or their representative are unable to mutually agree on the selection of an arbitrator, they shall jointly request a list of five (5) qualified arbitrators from the State Mediation and Conciliation Service (SMCS) or the American Arbitration Association (AAA). The Executive Director or their designee and the employee or their representative shall then alternately strike names from the list until only one name remains, and that person shall serve as

arbitrator. Participation in the selection of the arbitrator shall take place within one-hundred and twenty (120) days of the receipt of the request for arbitration or the grievance shall be ruled abandoned.

#### B. Duty of the Arbitrator

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and render written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend these rules, a resolution of the Housing Authority Board of Commissioners, state law, or written Housing Authority policy, or to recommend such an amendment.

#### **Section 23.6            PAYMENT OF COSTS**

The cost of arbitration, including the fees and expenses of the arbitrator and the court reporter (if required) shall be borne equally by the parties.

#### **Section 23.7            EFFECT OF FAILURE OF TIMELY ACTION**

- A. Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. The employee may appeal to the Executive Director to have a grievance re-instated at the level it was previously abandoned.
- B. Failure of the Housing Authority to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

#### **Section 23.8            LIMITATION OF STALE GRIEVANCES**

A grievance shall be void unless presented within sixty (60) calendar days from the date upon which the Housing Authority has allegedly failed to provide a condition of employment. In no event shall any grievance include a claim for monetary relief for more than a 60-day period.

#### **Section 23.9            GRIEVANCE RIGHTS OF FORMER EMPLOYEES**

An individual who because of dismissal, resignation, or layoff, is no longer a Housing Authority employee may file a grievance at the Executive Director level and may also pursue the grievance through binding arbitration, provided that the grievance is timely filed, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the pay warrant (check) complained of, that the issue would otherwise be grievable under this Section; and provided further, that under no circumstances may a former employee file any grievance unless it relates solely to whether such person's final pay warrant correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

accrued sick leave, vacation, compensatory time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour) represented by the amount paid as a supplement to state disability insurance benefits.

3. Employees who apply for state disability insurance benefits may choose to not use any of their accrued leave balances to supplement SDI.
  - B. Hours, including fractions of hours charged against the employee's accrued sick leave, vacation, compensatory time off, and/or floating holiday balances as supplements to state disability insurance benefits will be regarded as hours of paid leave of absence. Vacation and sick leave shall be accrued based upon a pro rated amount based on the number of hours charged against the employee's accrued sick leave, vacation, compensatory time off, and/or floating holiday balances to the normal pay period.
  - C. For purposes of continuing eligibility for Housing Authority's medical and dental coverage, employees who are receiving a supplement to state disability insurance benefits charged from accrued sick leave, vacation, compensatory time off and/or floating holiday balances shall be deemed in a full-time paid status with regard to the days for which such supplement is paid.
  - D. In the event that a paid holiday occurs during a period of absence for which the employee receives state disability insurance benefits, the holiday pay shall be pro-rated in proportion to the amount paid to the employee as a supplement to the state disability insurance benefit from accrued sick leave, vacation, compensatory time off, and/or floating holiday balances on the day before and the day after the holiday.
  - E. The Housing Authority's group health care providers will permit employees who are no longer considered to be in a paid status and are dropped from health and/or dental plan coverage to re-enter the group plans upon returning to full-time work.

## **Section 21.5                    UNAUTHORIZED LEAVES WITHOUT PAY**

- A. Employees who are absent from work and who do not qualify for vacation, holiday pay, sick leave, compensatory leave time or any other paid leave status shall be placed on leave without pay. Employees are only entitled to an approved leave without pay if they meet the qualifications for a specific unpaid leave provision (such as provided by the state and/or federal law, these Personnel Rules or Housing Authority policy).
- B. Employees who are consistently, repetitiously or continuously on an unapproved leave without pay may be subject to disciplinary action (Article 16) and/or automatic resignation (Article 12.3) of these Personnel Rules.

**Article 24**  
**DISCRIMINATION AND HARASSMENT**

**Section 24.1**            **COMPLAINTS OF DISCRIMINATION**

Any disputes or complaints which involve alleged discrimination against an individual because of any of the protected categories as identified by either federal or state law shall be pursued through the grievance procedure of a valid Memorandum of Understanding, through Article 23 of these rules, or through an appeal to the Personnel Committee, whichever is applicable. Complaints of discrimination submitted under these Rules shall relate to the applicability of these Rules and alleged discrimination. Any disputes or complaints where this grievance procedure does not apply shall be pursued through the Housing Authority's Harassment, Discrimination and Retaliation Policy and Procedure.

**Section 24.2**            **HARASSMENT**

Complaints of harassment based upon the protected statuses recognized by law, or retaliation for protesting against harassment shall be pursued through the grievance procedure of a valid Memorandum of Understanding if applicable or, if such grievance procedure is not applicable, through the Housing Authority's Harassment, Discrimination and Retaliation Policy and Procedure.

**Article 23**  
**CONSTITUTIONALITY CLAUSE**

If any Article, section, subsection, sentence, clause, or phrase of these rules is for any reason held to be invalid or unconstitutional, the specific provision held to be invalid or unconstitutional shall not affect the validity or constitutionality of the remaining portions of these rules. It is the express intent that these rules and each Article, section, subsection, sentence, clause and phrase would have been adopted regardless of the fact that any one or more Articles, sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.