



HOUSING COMMISSION AGENDA

Regular Meeting Date: December 13, 2023

Time: 8:00 a.m.

Location: HACA Board Room, 22941 Atherton Street, Hayward, CA 94541-6633

The meeting location is open to the public. Members of the public also have the option to observe and participate in the meeting remotely at the following link: <https://us02web.zoom.us/j/88460095724>

If attending in person and you wish to speak on a matter, please request a speaker slip from the Housing Commission Clerk, fill it out then return the speaker slip to her as soon as possible before the start of the meeting. Members of the public who are participating remotely should submit their written comment(s) to: melissat@haca.net.

For both in-person and remote attendees, if you wish to comment on a matter NOT on the Housing Commission’s agenda, please wait until the Chairperson calls for PUBLIC COMMENT. To comment a specific item on the meeting agenda, please wait for the Chairperson to call for public comments on that agenda item. There is a time limit of 3 minutes for each public speaker. The Chairperson has the discretion to further limit this time if warranted by the number of public speakers.

The Brown Act restricts the Housing Commission from discussing and/or taking action on any matters that are not on the meeting agenda. Therefore, matters that are raised during public comment will be referred to staff. We want to ensure everyone feels comfortable participating in Housing Commission meetings and is not intimidated by any public comments.

	<u>PAGE</u>
1. CALL TO ORDER / ROLL CALL	--
2. CLOSED SESSION	--
<i>Pursuant to Government Code §54957(b)</i>	
<i>Public Employee Recruitment/Appointment: Executive Director</i>	
3. PUBLIC COMMENT	--
4. NEW BUSINESS	
4-1. Approve the Employment Agreement for Executive Director	ACTION 3
5. COMMISSIONER REPORTS	INFORMATION --
6. ADJOURNMENT	

NEW BUSINESS
December 13, 2023

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting Date: December 13, 2023

Subject: Approve Employment Agreement for Executive Director

Exhibits: Employment Agreement for Executive Director

Recommendation: Approve Employment Agreement for Executive Director and authorize the Housing Commission Chairperson to execute the Employment Agreement on behalf of the Housing Authority of the County of Alameda.

Kurt Wiest, HACA's current Executive Director, announced on May 10, 2023 that he was retiring effective December 31. HACA selected an executive recruitment firm, Avery & Associates, to undertake a recruitment for his replacement.

Paul Kimura, a principal with Avery, handled the recruitment. After a thorough process that included development of a brochure, advertising and reaching out to individual candidates, Mr. Kimura assembled a book of recommended candidates that included resumes, questionnaires completed by references and his analysis of interviews he conducted with the candidates.

Mr. Kimura presented this information to the Housing Commission's Personnel Committee (Commissioners Hannon, Ballew, Gerry, Finley, and Shao) and your Housing Commission's chairperson at that time (Commissioner McQuaid), and they selected candidates that they deemed most qualified for an interview the Personnel Committee and Housing Commission Chairperson. The interviews were conducted on September 29, and the names of the 'top two' candidates were forwarded to the Authority Commission (the Board of Supervisors plus Housing Commission Tenant Commissioners Angela Finley and Helen Mayfield). The Authority Commission held its interviews on November 21.

DISCUSSION and ANALYSIS

The candidate selected to be HACA's next Executive Director is Laura Broussard Rosen. Ms. Broussard Rosen has been with HACA over 5 years, initially as the Housing Programs Manager in HACA's largest housing programs department and currently as the Deputy Executive Director for the past 2 years. In her role as HACA's Deputy Executive Director, Ms. Broussard Rosen has direct

oversight over all housing programs departments, including HACA's non-profit instrumentality, Preserving Alameda County Housing, Inc. (PACH), and facilities maintenance. She also co-manages all agency operations and serves as the primary advisor to the Executive Director. Prior to joining HACA, Ms. Broussard Rosen was the Deputy Executive Director at the Livermore Housing Authority and held several key leadership positions in the executive office at the Chicago Housing Authority.

The attached Employment Agreement reflects employment terms and conditions, including salary and benefits. Her start date is December 18, 2023.

RECOMMENDATION

Staff recommends that your Housing Commission authorize the Housing Commission Chairperson to execute the attached Employment Agreement on behalf of HACA.

EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR

This Employment Agreement for the position of Executive Director (“Agreement”) is entered into as of December 18, 2023 by and between the Housing Authority of the County of Alameda (“HACA” or “Agency”) and Laura Broussard Rosen (or “Employee”).

WHEREAS, HACA, acting by and through its Housing Commission, wishes to hire Laura Broussard Rosen as the Agency's Executive Director; and

WHEREAS, Laura Broussard Rosen desires to accept the position as Executive Director of HACA; and

WHEREAS, HACA and Laura Broussard Rosen desire to set forth the terms and conditions of Laura Broussard Rosen’s employment with HACA.

NOW, THEREFORE, HACA and Laura Broussard Rosen agree as follows:

AGREEMENT:

- 1. Employment Term.** HACA hereby appoints and employs Laura Broussard Rosen as its Executive Director, and Laura Broussard Rosen hereby accepts the appointment and employment as Executive Director. HACA and Laura Broussard Rosen agree the appointment and employment will be for a term of five (5) years commencing December 18, 2023. HACA shall advise Laura Broussard Rosen six (6) months or more prior to the expiration of this Agreement of its intent to extend the Agreement, enter into a new Agreement, or allow this Agreement to lapse at termination. If HACA does not indicate its intention regarding this Agreement six (6) months or more prior to expiration, then this Agreement, subject to the terms and provisions set forth herein, shall automatically extend for successive six-month terms or until termination occurs pursuant to Section 15 of this Agreement, whichever is earlier.
- 2. General Duties of Executive Director.** The Executive Director shall be the Chief Executive Officer of HACA and be responsible to the Housing Commission and the Authority Commission for the proper administration of all affairs of the Agency. The Executive Director shall perform the duties established for the Executive Director by the Housing Commission as reflected in the Executive Director classification (attached), or as otherwise provided by law, ordinance or regulation, including regulations of the U.S. Department of Housing and Urban Development (“HUD”).

- a) To carry out these responsibilities, the Executive Director shall:
- i) Prepare the agenda and supporting materials for Housing Commission meetings. Attend the meetings of the Housing Commission, including committee meetings, unless excused by the Chair of the Housing Commission.
 - ii) Direct the work of all departments of HACA, endeavoring to implement changes that the Executive Director believes will result in greater efficiency, economy, or improved public service in the administration of HACA's affairs and in meeting HACA's mission.
 - iii) Execute all documents, reports and certifications required by HUD to be executed by the Executive Director, maintain a responsive and professional relationship with HUD and oversee the submittal of required reports and plans to HUD.
 - iv) Develop and maintain professional relationships with local jurisdictions, affordable housing developers, social service organizations and other entities relevant to HACA's business.
 - v) Sign contracts binding HACA within the standing authority granted by the Housing Commission, or at the direction of the Housing Commission.
 - vi) Recommend to the Housing Commission adoption of such measures as the Executive Director may deem necessary or expedient for the conduct of the Agency's business, the improvement of administrative services, or for directing the future growth and development of HACA.
 - vii) Provide training and development of the capabilities of staff as necessary to build the Agency's team to plan for and meet future challenges.
 - viii) The Executive Director shall devote their fully energy, skill, ability and productive time to the performance of the Executive Director's duties.
 - ix) The Executive Director shall not engage in any activity which is actually or potentially in conflict with, inimical to, or which interferes with the performance of the Executive Director's duties.

- 3. Salary.** Effective December 18, 2023, the Executive Director's salary shall be \$240,000.00 annually. The annual salary set forth herein shall be payable in installments at the same time, and in the same manner, as the other management employees of HACA.
- 4. Benefit Package.** Subject to the limitations set forth in paragraphs 5 through 14 herein, the Executive Director shall be granted the same package of benefits as is being provided to HACA's management employees. The Executive Director shall also be granted any Cost-of-Living Adjustments (COLA), and adjustments to paid leave for management employees. Any future changes to the package of benefits provided to HACA's management employees, shall automatically result in an equivalent change in the benefits for the Executive Director.
- 5. Vacation.** Employee shall accrue Vacation at the rate used for HACA management employees with 4-10 years of service, which currently is 6.15 hours per pay period. There is an overall cap on Vacation accrual of two times an employee's annual Vacation accrual. Employee's Vacation shall be adjusted on the same schedule as all HACA management employees, based on Employee's accrued years of employment with HACA and starting employment date.
- 6. Sick Leave.** Employee shall accrue Sick Leave at the rate for HACA management employees of 4.0 hours per pay period. Employee's accrual rate for Sick Leave shall be adjusted on the same schedule as all HACA management employees.
- 7. Retirement.** HACA shall make the Employer's retirement contribution for Employee to the Alameda County Employees' Retirement Association (ACERA) in accordance with all ACERA requirements on the same basis as other HACA management employees hired on or after January 1, 2013. Employee's share of their retirement contribution will be paid by Employee and is deducted from Employee's paycheck.
- 8. Remaining Vacation and Sick Leave.** Use of or credit for Vacation and Sick Leave remaining upon Employee's separation from HACA will be in accordance with HACA policies and/or ACERA requirements, as applicable.
- 9. Medical and Dental Benefits.** HACA will pay 96% of the Kaiser premium for Employee (plus Employee's eligible family, if applicable) and Employee shall pay 4%. Employee's share is deducted from Employee's paycheck. HACA pays 100% of the dental and vision premium for Employee. If Employee opts to waive the medical benefit, employee will receive a \$100 stipend per pay period.

- 10. Automobile.** The Executive Director's duties require use of an automobile. HACA will pay Employee an automobile allowance in the amount paid to Alameda County department heads, which currently is \$509.23 bi-weekly and will be paid to the employee based on HACA's pay period schedule. Employee's amount will increase in the event Alameda County increases its payment to its department heads.
- 11. Deferred Compensation.** HACA will provide a dollar for dollar match up to \$7,500 annually through an Agency pre-tax retirement plan. Employee's matching contribution will be deducted from Employee's paycheck.
- 12. Life Insurance.** In accordance with what it pays for HACA management employees, HACA will pay the premium for \$100,000 in Life Insurance for Employee.
- 13. Dues and Subscriptions.** HACA agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, regional, state, and local housing authority related associations.
- 14. Professional Development.** HACA agrees to budget for and to pay for travel (except for auto travel within the greater San Francisco Bay Area) and subsistence expenses of Employee for professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for HACA, including but not limited to the National Association of Redevelopment and Housing Officials ("NAHRO") conferences and such other national, regional, state, and local governmental groups and committees thereof for which Employee serves as a member.
- 15. Termination and Severance Pay.** The Authority Commission, consisting of the Alameda County Board of Supervisors and the two Housing Commission tenant commissioners, has the authority to terminate the Executive Director, upon recommendation of the Housing Commission.

 - a) Involuntary Termination. The Housing Commission may recommend to the Authority Commission the termination of the services of the Executive Director on thirty (30) days' notice without cause upon an affirmative vote by a majority of the members of the Housing Commission at a duly constituted meeting. Upon agreement of the Authority Commission to such termination, HACA shall pay to the Executive Director severance pay. Such severance pay shall consist of three (3) months' salary.

- b) Pay in Lieu of Notice. The Housing Commission may recommend to the Authority Commission the termination of the services of the Executive Director without cause and without thirty (30) days' notice by compensating the Executive Director with the severance pay as set forth in section 15 a) above, together with thirty (30) days of salary, and by doing so require the immediate cessation of the Executive Director's employment.
- c) Circumstances Not Constituting Involuntary Termination. Involuntary termination does not include:
 - i) Employee's death or
 - ii) Employee's incapacitation due to illness or injury.
- d) Resignation Upon Request. If the Executive Director resigns at the request of the HACA Housing Commission, the Executive Director shall be entitled to severance pay pursuant to section 15 a) of this Agreement.
- e) Termination for Cause. In the event the Executive Director is recommended for termination for cause by HACA's Housing Commission during the term or any extension thereof of this Agreement the Executive Director shall not be entitled to any severance pay or other payment, except for wages then due. "Cause," for the purpose of this Agreement, shall mean willful misconduct, malfeasance, dishonestly, criminal activity, or conviction of any felony or any misdemeanor involving moral turpitude.
- f) Voluntary Resignation. Executive Director may, at any time during the term hereof, upon sixty (60) days' written notice to the Chair of the Housing Commission and the Chair of the Authority Commission, resign the position of Executive Director. In that event, the Executive Director shall not be entitled to severance pay. HACA, in its sole discretion, may elect to relieve the Executive Director of responsibilities at any time prior to the expiration of the 60-day notice period by paying the Executive Director's salary and benefits for the time remaining of the 60-day period.

16. Executive Director's Evaluation. Within three (3) months of Laura Broussard Rosen's start date, HACA and Laura Broussard Rosen agree that the Housing Commission, Personnel Committee, or a committee designated by the Housing Commission and Laura Broussard Rosen will meet for an informal discussion to assess Laura Broussard Rosen's understanding of HACA's goals and how her administration of the affairs of the Agency are contributing to the ability of the Agency to accomplish its mission. HACA also agrees to have an informal performance update to discuss progress against performance objectives approximately eight (8) to ten (10) months after Laura Broussard Rosen begins employment. This informal performance update will be initiated by Laura Broussard Rosen.

- a. Annual Performance Evaluation. HACA, through the Housing Commission's Personnel Committee (PC), shall undertake a performance evaluation of Laura Broussard Rosen on an annual basis during the life of this Agreement through the following process:
 - i. Members of the HACA PC, led by the PC chair, have primary responsibility for the timely completion of the Executive Director's performance review. The evaluation should be conducted annually following the conclusion of HACA's fiscal year end of June 30.
 - ii. The process begins with the Executive Director completing a written self-evaluation of his or her performance. This should be given to the PC, through its Chair, on or about July 15th of each year.
 - iii. The written self-evaluation should provide a narrative overview of previous year goals; accomplishments; challenges; relationships with staff, community, and agency partners; goals for the upcoming fiscal year; and an overall summary of the Executive Director's evaluation of his or her performance during the evaluation period.
 - iv. After receiving the self-evaluation, members of the PC, and the Housing Commission Chairperson shall meet in closed session to discuss elements of the self-evaluation and interview the Executive Director. During the closed session recommendations related to performance are shared with the Executive Director and a recommendation for any adjustment in salary is made.

- v. The Housing Commission will meet in closed session to receive the findings and recommendations of the PC and the Housing Commission Chairperson regarding the Executive Director's performance evaluation. Recommendations related to performance and any salary adjustments are brought before the Housing Commission for discussion and action. This closed session should generally occur within 4 months of the conclusion of the HACA fiscal year.
- vi. The Executive Director's compensation will be adjusted, if warranted by a determination of the Housing Commission, with an effective date of the beginning of the fiscal year following the review period.

17. Other Terms and Conditions of Employment. HACA, in consultation with the Executive Director shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Executive Director provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or regulation of HUD, or other applicable law.

18. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party by the United States Postal Service, postage prepaid, and addressed as follows:

<i>If to HACA:</i>	<i>If to Laura Broussard Rosen:</i>
Melissa Taesali	Laura Broussard Rosen
Housing Commission Clerk	1431 Vancouver Way
Housing Authority of the County of Alameda	Livermore, California 94560
22941 Atherton Street	
Hayward, California 94541	

19. Entire Agreement. This Agreement sets forth and establishes the entire understanding between HACA and Laura Broussard Rosen relating to the Executive Director's compensation and benefits and terms of employment. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement. This Agreement shall be binding on HACA and Laura Broussard Rosen as well as their heirs, assigns, executives, personal representatives and successors-in-interest.

20. Severability. If any item or portion of this Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Employee's Independent Review. Employee acknowledges that she has had the opportunity and has conducted an independent review of the legal effect of this Agreement.

22. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. HACA and Laura Broussard Rosen agree that any dispute shall be venued in Alameda County, California.

The Parties below have executed this Agreement as of the date first above written:

By: _____
Yang Shao
Chair, Housing Commission

By: _____
Laura Broussard Rosen
Executive Director