

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
AGENDA OF THE REGULAR BOARD MEETING
June 24, 2026 at 11:00 a.m.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
2160 41st Avenue, Capitola, CA 95010

1. Roll Call

HOUSING AUTHORITY BOARD OF COMMISSIONERS:

Chairperson Providence Martinez Alaniz	4 year term expires, February 10, 2027
Vice Chairperson Annette Melendrez	4 year term expires, September 29, 2027
Commissioner Carol Berg	4 year term expires, May 21, 2029
Commissioner Ligaya Eligio	2 year term expires, October 18, 2026
Commissioner Silvia Morales	4 year term expires, September 1, 2027
Commissioner Andy Schiffrin	4 year term expires, March 17, 2027
Commissioner Richard Schmale	2 year term expires, May 12, 2027

2. Consideration of Late Additions and Changes to the Agenda

3. Consent Agenda

A. Minutes of the Regular Meeting held May 27, 2026

Motion to Approve

B. Updated Personnel Policies

Motion to Adopt Updated Personnel Policies

4. Oral Communications (All oral communications must be directed to an item not listed on this agenda and must be within the jurisdiction of the Board. Presentations must not exceed three minutes in length. The Board will not take action or respond immediately to any Oral Communication presented, but may choose to follow up at a later time or schedule item for a subsequent agenda. The Board may limit the total amount of time allowed for oral communication). Anyone addressing the Board of Commissioners is asked to complete a card and leave it with the Board secretary so that their names may be accurately recorded in the Minutes.

5. Unfinished Business

6. New Business

A. Agency Budget for FY 2026-2027

Motion to Adopt Resolution 2026-02: Adopting the Fiscal Year 2026-2027 Agency Budget for the Housing Authority of the County of Santa Cruz

B. Housing Authority Annual Agency Goals

Establish Housing Authority Agency Goals for 2026 – 2027 FY

7. Written Correspondence

8. Director's Report

9. Reports from Board Members
(Board members may report on meetings attended, if any, or other items of interest.)
10. Closed Session
11. Report on Closed Session
12. Adjournment

The Housing Authority complies with the Americans with Disabilities Act. If you are a person with disabilities and you require special assistance in order to participate, please contact the Board secretary at 831-454-9455, ext. 201 at least 72 hours in advance of the meeting in order to make arrangements. Persons with disabilities may request a copy of the agenda in an alternative format.

Spanish language translation is available on an as needed basis. Please make arrangements 72 hours in advance by contacting the Housing Authority at 831-454-9455, ext. 280.

Agendas can be obtained from the Housing Authority of the County of Santa Cruz Administration Department.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ, MINUTES OF THE REGULAR MEETING HELD MAY 27, 2026, AT THE HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ, 2160 41ST AVENUE, CAPITOLA, CA 95010

AGENDA ITEM NO. 1 Roll Call

Chairperson Martinez Alaniz called the meeting to order 11:44 a.m. Members present Chairperson Martinez Alaniz, Vice-Chairperson Melendrez, Commissioners Berg, Eligio, Schiffrin and Schmale

Members Absent

Commissioner Morales

Staff Present

Jennifer Panetta, Tom Graham and Courtney Byrd of the Housing Authority

AGENDA ITEM NO. 2 Consideration of Late Additions or Changes to the Agenda

None.

AGENDA ITEM NO. 3 Consent Agenda

Chairperson Martinez Alaniz asked for a motion to approve the Consent Agenda unless any Board of Commissioners or members of the public would like to pull an item from the agenda or have comments/questions on an item.

Commissioner Schiffrin moved for the approval of the Consent Agenda; Commissioner Melendrez seconded the motion and it was passed by the following vote:

AYES: Commissioners Berg, Eligio, Martinez Alaniz, Melendrez, Schiffrin and Schmale

NOES: None

ABSENT: Commissioner Morales

ABSTAIN: None

Agenda Item 3A. Approved Minutes of the Regular Meeting of March 25, 2026

Agenda Item 3B. Received Report Housing Authority Project Based Voucher Program – FY 2026 Quarter 3 Report

Agenda Item 3C. Received Report Housing Authority Annual Agency Goals – FY 2026 Quarter 3 Report

Agenda Item 3D. Received Report FY 2026 Quarter 3 Financial Report

AGENDA ITEM NO. 4 Oral Communications

None.

AGENDA ITEM NO. 5 Unfinished Business

None.

AGENDA ITEM NO. 6 New Business
None.

AGENDA ITEM NO. 7 Written Correspondence
None.

AGENDA ITEM NO. 8 Report of Executive Director

Deputy Executive Director Graham provided an update on the 2021 Chanticleer development project. He informed the Board that the Housing Authority continues to work with MidPen on the Joint Development Agreement. He further reported that the Housing Authority recently received notification from the County that the National Environmental Policy Act (NEPA) review for the project has been completed. Additionally, Deputy Executive Director Graham advised the Board that, on May 19, the Board of Supervisors approved an award of \$500,000 in pre-development funding for the project.

Deputy Executive Director Graham provided the Board with an update on the HUD Restore Rebuild Initiative and informed Commissioners that staff will continue to keep the Board updated on staff's efforts to utilize the program. The Board of Commissioners and staff thanked Deputy Executive Director Graham for his continued work on this.

Executive Director Panetta informed the Board of Commissioners that RRC Associates is currently analyzing the survey responses for the biennial stakeholder survey. Staff expect to provide a comprehensive report to the Board at the June 2026 meeting.

Executive Director Panetta reminded the Board that May is Affordable Housing Month and the Housing Authority is co-hosting several events.

Executive Director Panetta updated that Board on the Fair Market Rent Study.

Executive Director Panetta gave the Board a legislative and funding update.

Executive Director Panetta informed the Board that the Housing Authority has received its funding award from HUD, with funding levels slightly exceeding initial projections. As a result, staff are confident that all remaining households participating in the Emergency Housing Voucher (EHV) program can be transitioned to regular Housing Choice Vouchers (HCVs) by December, ensuring that no EHV household loses rental assistance due to HUD's termination of the program.

Executive Director Panetta informed the Board that the Housing Authority has been selected to receive an

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ, MINUTES OF THE REGULAR MEETING HELD MAY 27, 2026, AT THE HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ, 2160 41ST AVENUE, CAPITOLA, CA 95010

award from Housing Santa Cruz County. She noted that the award would be presented at the organization's Affordable Housing Month event on May 30, 2026. Executive Director Panetta also invited interested Commissioners to notify her if they wished to attend the event.

AGENDA ITEM NO. 9 Reports from Board Members

Chairperson Martinez Alaniz updated the Board on her recent health challenges. Chairperson Martinez Alaniz informed the Board that she is feeling much better.

AGENDA ITEM NO. 10 Closed Session
None.

AGENDA ITEM NO. 11 Report on Closed Session
None.

AGENDA ITEM NO. 12 Adjournment

The Board of Commissioners meeting was adjourned at 12:21 p.m.

I hereby certify that these minutes were approved by the Housing Authority of the County of Santa Cruz, on the Twenty Fourth Day of June 2026.

Chairperson of the Authority

ATTEST: _____

Secretary of the Authority

AGENDA ITEM SUMMARY

MEETING DATE: June 25, 2026

ITEM NUMBER: 3B

FROM: Executive Director

SUBJECT: Updated Personnel Policies

RECOMMENDATION: Adopt Updated Personnel Policies

BACKGROUND SUMMARY:

Staff recommend that the Board of Commissioners adopt the attached updated draft Personnel Policies. As part of the Agency's engagement with new employment law counsel, the Personnel Policies underwent a comprehensive review to ensure compliance with current employment laws, consistency across policy provisions, and incorporation of best-practice recommendations.

While the review did not identify any significant material changes requiring policy revisions, numerous minor updates have been made to improve clarity, consistency, and legal compliance. The enclosed redlined version of the Personnel Policies reflects all proposed changes, with the exception of the table of contents, which will be updated in the final version to correspond with the approved revisions.

RECOMMENDATION: Adopt Updated Personnel Policies



2160 41ST AVE, CAPITOLA CA 95010

PERSONNEL POLICIES AND PROCEDURES

Revised

~~August 18, 2025~~ ~~March~~ ~~May~~ June 2026

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PERSONNEL POLICIES AND PROCEDURES

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

I. STATEMENT OF AUTHORITY AND BASIC PRINCIPLES

The Board of Commissioners of the Housing Authority of the County of Santa Cruz (the "Authority"), in adopting these Personnel Policies and Procedures (also referred to as the "Personnel Policies"), delegates the responsibility for its administration to the Executive Director, and charges the Executive Director to employ, assign and manage all personnel of the Authority on the basis of qualification and ability, ~~without regard to~~ in a manner that does not consider or rely upon any legally protected characteristics.

These personnel policies and procedures are designed to afford each employee a clear summary of employment rights, benefits, conditions and responsibilities. It is further the desire of the Authority to provide the staff with working conditions conducive to individual satisfaction and achievement of the Authority's goals.

Copies of the Personnel Policies and Procedures of the Authority will be distributed to all employees and be made available to them at each regular worksite. If an employee is unable to read and understand these Personnel Policies and Procedures in the English language, and upon their request, the Authority will provide a translated version. ~~Upon request, the Authority will also make a good faith effort to provide such~~ translation assistance with regard to job descriptions, assignments, and disciplinary and/or grievance procedures.

None of our personnel documents and benefit plans, including these Personnel Policies, ~~constitutes~~ constitute, or ~~is~~ are intended to constitute, an express or implied contract guaranteeing continued employment for any employee.

The Personnel Policies and Procedures, while comprehensive, do not set forth ~~Not~~ all of the Authority's policies and procedures ~~are set forth in these Personnel Policies. If an employee~~ Employees who has have any questions or concerns about these Personnel Policies or any other policy or procedure contained in the intranet library accessible to staff, please ask your should contact their supervisor or Human Resources.

Nothing in these Personnel Policies or in any other document or policy is intended to violate or supersede any local, state or federal law. Nothing in these Personnel Policies or in any other document or policy is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in these Personnel Policies or in any other document or policy prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB") or any other federal, state or local agency charged with the enforcement of any laws.

A. Applicability

Unless indicated otherwise, these se Personnel Policies and Procedures shall apply to all Authority employees, except the Executive Director.

B. Merit Principles

In order to ~~assure~~ensure a high quality ~~of~~ public service, personnel administration shall be guided by these merit employment principles:

1. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skills;
2. Providing equitable compensation through a system of position classification;
3. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees ~~whose~~ who do not correct their inadequate performance ~~is not corrected~~;
4. Assuring ethical treatment of applicants and employees in all aspects of personnel administration ~~without regard to~~ in a manner that does not consider or rely upon any legally protected characteristics; and
5. Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

C. Equal Employment Opportunity/Non-Discrimination

~~The Authority is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee, individuals providing services in the workplace pursuant to a contract, unpaid interns, and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation, and related medical conditions), reproductive health decision-making, gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and or veteran status, and any other consideration protected by federal, state, or local law (collectively referred to as "protected characteristics").~~

~~For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state, or local law.~~

~~The Authority allows employees to self-identify their gender, name, and/or pronoun, including gender-neutral pronouns. The Authority will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Authority will identify the employee in accordance with the employee's current gender identity and preferred name.~~

The Authority affords equal opportunity in all aspects of employment to all employees and applicants for employment without regard to race, religion (including religious dress or grooming), creed, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), reproductive health decision-making, gender, national origin, ethnicity, ancestry, citizenship, age, physical or mental disabilities, color, marital status, registered domestic partner status, sexual orientation, gender identity or expression, genetic information, medical condition, military or veteran status, or any other basis protected by applicable law. This policy applies to all employees and applicants for employment, and extends to all phases of employment, including but not limited to: recruitment, hiring, training, promotion, discharge or layoff, rehiring, compensation, and any benefits.

~~The Authority will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law. The Authority also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion.~~ Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers. This policy applies to all employees and applicants for employment, and extends to all phases of employment, including, but not limited to: recruitment, hiring, training, promotion, discharge or layoff, rehiring, compensation, and any benefits.

D. Unlawful Discrimination and Harassment

The Authority is committed to providing a work environment free of discrimination and harassment based on any legally protected characteristic. ~~As a result, we maintain a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law.~~

Harassment and discrimination in employment on the basis of sex (including pregnancy, childbirth, breastfeeding, or related medical condition), reproductive health decision-making, gender, race, color, national origin, ethnicity, ancestry, citizenship, religion, creed, age, physical or mental disability, medical condition, sexual orientation, gender identity or gender expression, military or veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis (collectively the "Legally Protected Characteristics") is unlawful under federal and state law. Every individual is entitled to work free of discrimination or harassment based on any Protected Characteristic. The law prohibits all employees (including coworkers, supervisors, and managers), as well as third parties with whom the employee comes into contact, from engaging in this impermissible conduct. Accordingly, the Authority does not tolerate discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment violates the Authority rules of conduct.

For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin

group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group.- All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Authority (“third parties”). and prohibits proscribed harassing conduct by any employee or third party of the Authority, including nonsupervisory employees, supervisors, and managers. If such harassment occurs on the Authority’s premises or is directed toward an employee or a third party interacting with the Authority, the procedures in this policy should be followed.

1. Sexual Harassment Defined

Sexual Harassment includes unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances ~~including sexual advances or propositions~~.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying ~~of~~ sexually suggestive objects or pictures, cartoons, posters, websites, emails, or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress.
- ~~Verbal sexual advances or propositions~~.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
- Physical conduct: touching, assault, impeding, or blocking movements.
- Retaliation for making harassment reports or threatening to report harassment.

This policy also protects employees from harassment by vendors or clients. If harassment occurs on the job by someone not employed by the Authority, the procedures in this policy should be followed.

~~This prohibitions and protections of this policy apply to all people, regardless of gender, sexual orientation or gender expression.~~

2. Other Types of Harassment

Prohibited harassment on the basis of ~~the~~ legally protected characteristics ~~set forth above and~~ includes behavior similar to sexual harassment such as:

- Verbal conduct, including threats, epithets, derogatory comments or slurs.
- Visual conduct, including derogatory posters, photography, cartoons, drawings, websites, emails, text messages, or gestures.
- Physical conduct, including assault, unwanted touching, or blocking normal movement.
- Retaliation for making harassment reports or threatening to report harassment.

3. ~~Abusive Conduct Prevention~~ Workplace Bullying

It is expected ~~that by~~ the Authority ~~and that~~ persons in the workplace perform their jobs productively as assigned, ~~and~~ in a manner that meets all of management's expectations, ~~during working times,~~ and that they refrain from any malicious, patently offensive or abusive conduct, including, but not limited to, conduct that a reasonable person would find offensive based on any of the protected characteristics described above. ~~Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional-gratuitous sabotage or undermining of a person's work performance.~~

4. Complaint Procedure

Any employee who believes that he or she has been harassed or discriminated against by a coworker, supervisor, agent, client, vendor, or customer of the Authority, or any other third party interacting with the Authority, or any individual who is aware of the harassment, discrimination, retaliation, or abusive conduct directed toward others, should immediately provide a written or verbal report of the incident to their supervisor, any other member of management, or the Human Resources Director at 2160 41st Ave, Capitola, CA 95010 ~~to report such incidents.~~ The Authority will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible, consistent with a thorough investigation.

Supervisors and managers who receive complaints of misconduct must immediately report such complaints to the Human Resources Director who will ~~attempt to resolve issues internally~~ evaluate the report to determine whether a resolution may be conducted internally.

After a report has been received, a fair, timely, thorough, and objective investigation by management will be undertaken that provides all parties ~~appropriate~~ applicable due process and reaches reasonable conclusions based on the evidence collected. The investigation will be completed and a determination will be made and communicated to ~~you~~ the reporting employee as soon as practical upon completion of the investigation. The Authority expects ~~that~~ all employees to fully cooperate with any investigation conducted by the Authority.

If ~~we the Authority~~ determines that ~~this the Policy Prohibiting Harassment policy~~ has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination. If a complaint of harassment or discrimination is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

5. Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Authority for using this complaint procedure, reporting harassment, or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

Report any retaliation to your department head, the Executive Director, or Human Resources Director. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

6. Liability for Unlawful Harassment

Any person who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including discharge from employment. A person who engages in harassment may be held personally liable for monetary damages.

The Authority does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Authority reserves the right not to provide a defense to an employee alleged to have committed misconduct in violation of this policy, which may impact whether the Authority is required to pay damages assessed against an said employee for conduct in violation of this policy such violation(s).

7. Additional Enforcement Information

In addition to the Authority's internal complaint procedure, employees should also be aware that the California Civil Rights Department (CRD) ~~Department of Fair Employment and Housing (DFEH)~~ and the federal Equal Employment Opportunity Commission (EEOC) investigate and prosecute complaints of harassment, discrimination, and retaliation in employment. Employees who believe that they have suffered unlawful discrimination, harassment, or retaliation may file a complaint with either of these agencies. The EEOC and ~~DFEH~~ CRD serve as neutral fact finders and attempt to help the parties to resolve disputes voluntarily. For more information, contact the Human Resources Director or the nearest office of the ~~DFEH~~ CRD or EEOC, as listed ~~on the internet~~ online or in the telephone directory.

E. Disability Reasonable Accommodation

To comply with applicable laws ensuring equal employment opportunities to individuals with disabilities or who otherwise require a reasonable accommodation to perform the essential functions of their job, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless it would create an undue hardship and/or a direct threat to the health and/or safety of the individual or others. would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of their job, enjoy ~~an~~ equal employment opportunity opportunities, and/or obtain equal job benefits, should contact Human Resources ~~and to~~ request ~~such~~ an accommodation. The individual ~~with the disability requesting an accommodation~~ should specify, in writing, what barriers or limitations ~~make it difficult for them to perform the job~~ establish the basis for their accommodation request. The Authority will then engage in the interactive process to determine (a) the job-related functions at issue; (b) the nature of the issue-work limitation(s); and (c) the desired accommodations and what if any reasonable accommodations may be appropriate. ~~The Authority will conduct an investigation regarding these~~

~~barriers or limitations and will then identify possible accommodations, if any, that will help to eliminate the barrier(s) or limitation(s).~~

In some cases, this interactive process may be triggered without a request from the employee, such as when the Authority receives notice ~~from~~ by its own observations or another source that a work-related medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Authority will evaluate information obtained from the employee, and possibly from their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s).

If the accommodation is reasonable and will does not impose an undue hardship on the Authority ~~and/or create~~ a direct threat to the health ~~and/or~~ safety of the individual or others, the Authority will make provide a reasonable the accommodation. The Authority may also propose an alternative accommodation. The individual requesting an accommodation is required to fully cooperate with the Authority ~~in seeking and evaluating alternatives and accommodations. The Authority may require in determining accommodations, which may include providing the Authority with~~ medical verification of both the disability and the need for accommodation. ~~The Authority will also consider requests for reasonable accommodations for medical conditions related to pregnancy and childbirth where supported by medical documentation.~~

Employees who wish to request an unpaid leave of absence or who wish to extend a current leave of absence because of a qualifying disability should ~~speak to~~ contact the Human Resources Department ~~regarding proposed accommodations.~~

The Authority will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

F. Religious Accommodation

The Authority will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Authority.

The Authority has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Authority establishes a system of open communication between employees and the Authority to discuss conflicts between ~~religion~~ religious beliefs and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and their request for accommodation to the attention of Human Resources ~~to initiate the accommodation process. The Authority requests that a~~ Accommodation requests should be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Authority will not tolerate ~~retaliate~~ retaliation or ~~otherwise discriminate~~ discrimination against an employee or applicant who requests an accommodation in accordance with this policy.

G. Accommodation for Adult Literacy Programs

The Authority provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the Authority's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact Human Resources. The Authority will take reasonable steps to safeguard the privacy of any employee who self-identifies. ~~In addition, employees~~ Employees who are performing satisfactorily will not be subject to termination of employment ~~because on the basis of having they have disclosed~~ identified as an individual with literacy problems.

While the Authority encourages employees to improve their literacy skills, the Authority will not reimburse employees for the costs incurred in attending a literacy program. ~~Unpaid Time time~~ off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship to the Authority. ~~However, if time off is provided, the time off may be unpaid.~~ If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

H. Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

The Authority will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault, or stalking, and requests that the Authority accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the Authority's business operations or violates the Authority's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs at the workplace; safety procedures; or other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault or stalking or referral to a victim assistance organization.

Employees may also be entitled to a leave of absence under the ~~Authority's Domestic Violence, Sexual Assault or Stalking Victim Leave~~ Time Off for Domestic Violence Victims and Victims of Sexual Assault or Stalking ~~policy policies~~, and should consult that policy and/or Human Resources for additional information.

The Authority may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Authority may also require an employee to provide a certification, such as police report, court order, or documentation from a medical professional, that the employee is the victim of domestic violence, sexual assault or stalking. The Authority ~~and~~ may request recertification every six months.

Employees must notify the Authority if their needs change or if they no longer need an accommodation.

The Authority will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Authority will notify the employee before any information is released.

The Authority will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

I. Accommodation for Drug or Alcohol Treatment or Rehabilitation

The Authority will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Authority's business operations. The Authority does not recognize current unlawful use of controlled substances or other drugs as a means by which an employee may request a reasonable accommodation for seeking treatment. The Authority's support for treatment and rehabilitation does not obligate the Authority to hire or employ any person who violates the Authority's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger their health or safety or the health or safety of others.

The Authority will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

J. Use of Employer Owned and Supplied Equipment

Employees have no right to privacy when using Agency-provided equipment or supplies. Employees should be aware that the following guidelines limit their privacy in the workplace.

1. Management's Right to Access Information

The electronic mail system and internet access ~~has~~ have been installed by the Authority to facilitate business communications and work-related research. Although each employee has an individual password to access this system, it belongs to the Authority and the contents of e-mail communications are accessible at all times by Authority management ~~for any business purpose~~. These systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. All system passwords and encryption keys must be made available to management upon request. ~~An employee may not use passwords that are unavailable to their supervisor or~~ install encryption programs without obtaining approval prior to doing so and must ~~turning over~~ provide encryption keys to their supervisor.

All e-mail messages are Authority records. The contents of any e-mail may be ~~disclosed~~ reviewed by management within the Authority without employee permission. ~~The employee~~ Employees should not assume that messages are ~~confidential~~ private. Back-up copies of e-mail may be maintained and referenced for business and legal reasons.

2. Business Use

Internet services are primarily for business use in the course of employees' assigned duties. Incidental and occasional personal use of internet services is permitted during working time, though the Authority

reserves the right to monitor and limit all internet access. Personal use should take place outside working time where possible and should be limited to the guest wifi network and personal devices. ~~All materials, information and software created, transmitted, downloaded or stored on the Authority's computer system are the property of the Authority and may be accessed only by authorized personnel. Employees are prohibited from accessing third party email systems (Gmail, Yahoo mail, Hotmail, etc.) on Authority computers.~~

3. Personal Use of Email

Because the Authority provides the electronic mail system to assist employees in the performance of the job, it is to be used ~~primarily~~ for official Authority business. The Authority reserves the right to access and disclose as necessary ~~for any business reason~~ all messages sent over its email system, without regard to content. ~~Additionally~~As such, employees should be aware that all email messages may be subject to public records requests.

Since employees' personal messages can be accessed by Authority management without prior notice, they should not use e-mail to transmit any messages the employee would not want read by a third party. For example, staff should understand if they use the Authority's e-mail for gossip, or personal information about self or others, these messages are not private and could be disclosed or forwarded under circumstances likely to embarrass the sender. The Authority does conduct periodic audits of internal and external email use. If the Authority discovers a violation of this policy, the employee will be subject to disciplinary action up to and including dismissal.

4. Viruses

To protect the Authority system, under no circumstances is staff to download attachments and files from persons or sites unknown to them. If unrecognized attachments and files appear in staff e-mail, check with Administration before downloading or clicking on the attachment. Do not enter unfamiliar web sites through the Authority internet access without authorization from Administration. Employees are prohibited from accessing third party email systems (Gmail, Yahoo mail, Hotmail, etc.) on Authority computers.

5. Prohibited Content of E-Mail and Internet Communications

Employees may not use the Authority's e-mail system or the ~~internet~~Internet access in any way that ~~may be seen as~~ is considered harassing, discriminatory, obscene, violent, or threatening in violation of the Authority's policies. ~~Examples of prohibited use include sexually-explicit messages, cartoons, images or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other messages, images, or jokes that can be construed to be harassment of or discrimination against of others based on their sex, race, ancestry, sexual orientation, age, national origin, citizenship, disability, religious or political beliefs, or any category protected by federal, state, or local law. Any use of the Internet, e-mail or any other electronic resource to harass or discriminate is strictly prohibited by the Authority.~~ Accessing any site that is sexually or racially offensive or discriminatory; displaying, downloading, or distributing any sexually explicit material; or transmitting any of the Authority's confidential or proprietary information or materials is forbidden. Employees may not use the Authority's email system or ~~internet~~Internet access to enter, or participate in, any "chat rooms" or establish personal relationships except as approved by the Authority for business use such as Microsoft Teams. ~~Employees may not utilize the agency e-mail for personal use.~~

6. Password and Encryption Key Security and Integrity

Employees are prohibited from the unauthorized use of the passwords and encryption keys of other employees to gain access to the other employee's email messages.

7. Copyright restrictions, permission required

Any software or other material downloaded into the Authority's computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors or owners of the material. Prior written authorization from Administration is required before introducing any software into the Authority's computer system. Employees may not download entertainment software or games. If such software is detected on an employee's computer, it will be deleted and discipline may be imposed.

8. Authority Representation

Only authorized employees may communicate ~~on the Internet~~ on behalf of the Authority. Employees should refer all media inquiries to the Executive Director or Deputy Executive Director. ~~Employees may not express opinions or personal views that could be misconstrued as being those of the Authority. Employees may not state their affiliation with the Authority on the Internet unless required as part of their assigned duties. Internet access is limited to staff on an as needed basis. Internet traffic is audited regularly.~~

~~Violations of this policy: Any violation of this policy will result in disciplinary action, up to and including dismissal.~~

9. Use of Cell Phones

Employees whose job responsibilities include regular or occasional driving and who are issued an Authority ~~cellular telephone~~cell phone or use their personal ~~cellular telephone~~cell phone for business-related work are expected to put safety first. ~~Therefore, personal and Authority-supplied~~ ~~cellular telephones~~cell phones are not to be used while driving outside of compliance with the relevant California Vehicle Code Sections. ~~If you receive a call on a~~ ~~cellular telephone~~cell phone while driving and cannot take the call safely and in a hands-free manner, you must pull over safely, park, and then either answer the ~~telephone~~phone or return the call of the person who attempted to contact you. ~~Further, if you need to make an Authority-related cellular telephone call, you must also pull over safely, park and then call the person you need to reach. Under no circumstances may you use the cell phone while driving.~~ Moreover, you may not send or review text messages while driving. This policy is in effect for your safety and the safety of others, as well as the safety of the Authority's property.

Employees should also be aware that driving while holding and operating a handheld wireless telephone or electronic wireless communications device is a violation of California law unless the device is specifically designed and configured to allow hands-free operation and is only used in that manner while driving. ~~Under California law~~ (Vehicle Code § 23123.5), such handheld devices can only be operated while driving in a manner requiring use of the driver's hand if: ~~the device is mounted on the vehicle's windshield or affixed to the dashboard or center console in a manner that does not hinder the driver's view of the road; and the driver uses their hand to activate or deactivate a feature of the device with a single swipe or tap of the driver's finger.~~

~~Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Authority-issued cellular telephones~~cell phones ~~while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.~~

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued an Authority-provided ~~cellular telephone~~cell phone for business use or who use their personal ~~cellular telephone~~cell phone for business use, are also expected to abide by the provisions of this policy.

Employees who use a personal cell phone should be aware that any work-related text messages or other work-related communications either sent or received are may be subject to the Authority's records

retention policy and/or subject to a Public Records Act request. -Employees who are required to use ~~their personal electronic devices for work purposes will be reimbursed for this use in accordance with the law~~ a cell phone for work purposes will be issued an agency device. If ~~you an employee~~ believes you they are entitled to ~~an agency cell phone reimbursement or additional reimbursement, please they should~~ contact Human Resources their department director to further discuss the issue.

K. Social Media

Social media refers to blogs, chat rooms, forums and social networking sites such as Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snapchat, Tumblr, and YouTube, among others. ~~You Employees~~ have the right to engage in personal social media activities to express ~~your their~~ thoughts or promote your their ideas, as long as ~~your their~~ activities are not performed on working time or by using our the Authority's Communications System, and do not cause harm to others or conflict with our the Authority's policies, business, goodwill or reputation.

If ~~you employees~~ engage in social media activities on ~~your their~~ own time, you they must ~~comply with the following guidelines as a condition of employment with us~~ keep in mind the following rights and responsibilities:

- Do not disclose ~~our confidential, privileged, or and~~ proprietary information or trade secrets of the Authority or its employees.
- ~~Do not write or post harassing or offensive material in violation of law or our Agency policies~~ Avoid using statements, photographs, video, or audio that may reasonably be viewed as malicious, obscene, or threatening or that might constitute harassment or bullying.
- Do not ~~unlawfully post any information or rumors that you know to be false about the Authority, your co-workers, Authority clients, or Authority service personnel activities~~ defame the Agency or our personnel, activities or competitors.
- Do not use or reproduce our logo, website link or other proprietary Authority information.
- When expressing your opinion or position, you must use your own name and Internet account, not the Authority's name or Internet account. - Your comments or posts ~~must be yours alone, and~~ must not appear to be representative of or approved by the Authority. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Santa Cruz Housing Authority."

Remember that you are responsible for your comments or posts on social media sites. ~~You can be sued by the Authority, its personnel, or by any third party if you post defamatory, proprietary, sexual harassing, libelous, or pornographic comments.~~

If you want to use social media to promote the Authority's activities, products, or initiatives, you must obtain advanced approval of the Executive Director.

You are not required to disclose your personal social media passwords or to grant management access to your private social media postings or the postings of any third parties. -Your postings may be subject to disclosure by law or in the context of a workplace investigation. -You should be aware that any content posted or published on the Internet is, by its very nature, subject to disclosure in any number of ways (including by third parties who have received or viewed your posts), and you do not have secure privacy rights with regard to your social media activity.

Nothing in this policy is intended to interfere with employees' rights ~~protected by Section 7 of the National Labor Relations Act~~ or other federal or state law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. We will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies and protect the Authority's personnel and clients.

L. Political Activities

All members, officers, and employees of the Authority shall be subject to the provisions of the federal Hatch Act (Title 5, United States Code, Section 1501 et. ~~Seq~~seq.). No employee shall be a candidate for public office in a partisan election; use their official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office; or directly or indirectly coerce contributions from subordinates in support of a political party or candidate. As private citizens, however, employees have the rights authorized under the Hatch Act, including the right to run for public office in a nonpartisan election and the right to contribute money to political organizations and attend political fundraising functions.

All members, officers, and employees of the Authority are also subject to the provisions of California Government Code Section 54964, which prohibits the use of Authority funds or resources to support or oppose the approval or rejection of a ballot measure or the election or defeat of a candidate by the voters.

All members, officers, and employees of the Authority are also subject to the provisions of California Government Code Sections 3204 et seq., which, among other things, prohibit the use of official positions to influence elections, solicitation of political contributions from other Authority employees, and the offer of additional employee compensation in exchange for political contributions.

M. Ethics

The successful operation and reputation of the Authority is built upon the principles of integrity and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance ~~to~~of the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct and personal integrity.

We will comply with all applicable laws and regulations and expect all directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed only with your department head, the Executive Director or Human Resources Director.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct may lead to disciplinary action, up to and including termination of employment. Retaliation against any employee who raises any questions, concerns or complaints concerning the honesty and integrity of our operations is strictly prohibited. Similarly, retaliation is prohibited against any employee who provides accurate information to any law enforcement agency about the commission of any federal or state offense. Any employee who feels that he or she has been retaliated against or threatened with retaliation for these reasons should report the matter immediately to the Executive Director or Human Resources Director as a signed complaint or on an anonymous, confidential basis.

N. No Solicitation/Distribution of Literature

The Authority has established the following rules ~~applicable to all employees and non-employees~~ that govern solicitation, distribution of written material, and access to Authority property:

- Employees may engage in solicitation activities only during non-working times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during non-working times. No employee may distribute or circulate any non-work related written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed;
- Non-employees are not permitted to solicit or to distribute written material for any purpose on Authority property; and
- ~~Off duty employees are not permitted in work areas.~~

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to ~~be performing~~ perform services for the Authority; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Authority.

O. Conflict of Interest

Authority employees shall abide by the laws and regulations of the State of California, including the Political Reform Act (California Government Code Sections 81000 et seq.) and California Government Code Section 1090, concerning activities that may create a conflict of interest, and those federal conflict of interest provisions that become applicable as a result of federally funded projects.

1. It is the policy of the Authority that an Authority employee shall not engage in any employment, activity, or enterprise for compensation which creates an actual, ~~or potential~~, or ~~a~~ perceived conflict with, or is ~~inimical~~ contrary to their duties, functions or responsibilities, of the Authority. ~~Such employees~~ shall not be involved or participate in making, ~~or participate in making~~, Authority decisions that may result in (1) a material impact on their or their immediate family member's personal financial position; or (2) preferential treatment to their friends or immediate family members. ~~"immediate~~ Immediate family members" includes a parent, sibling, child, uncle, aunt, first cousin, nephew, niece, spouse, domestic partner, in-laws, stepfather, stepmother, stepchild, half-brother or half-sister, grandparents, and grandchildren including step/half grandparents and step/half grandchildren.

An employee's outside employment activity (including but not limited to volunteer activity) and/or enterprise is prohibited if it (1) involves the use for private gain or advantage of Authority time, facilities, information, equipment, and/or supplies, or the prestige or influence of their Authority office or employment; (2) involves receipt or acceptance of any money or other consideration from anyone other than the Authority for the performance of an act which is required or expected to be rendered in the regular duties or hours of employment as an Authority employee; (3) involves the performance of an act in other than their capacity as an Authority employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Authority; or, (4) conflicts with ~~your~~ the employee's work schedule or involves time or other

demands that ~~impair~~ or have a detrimental effect on ~~your~~ the employee's work performance with the Authority; (5) conflicts with ~~your~~ the employee's duties and responsibilities or creates an actual conflict of interest; or (6) requires ~~you~~ the employee to conduct work or related activities on Authority property, during Authority working time, or using Authority facilities and/or equipment. For purposes of this policy, self-employment is considered outside employment.

An employee and any of the employee's immediate family members may not be an owner of or have a financial interest in property under the Section 8 Housing Choice Voucher program (24 CFR 982.161) or Project-Based Voucher program (24 CFR 983.153(g)(2)).

~~For purposes of prevention~~ To prevent actual, potential, or perceived conflicts of interest, an employee and any of the employee's immediate family members are prohibited from having a personal or financial interest or benefiting from any project or contract funded by the Authority during the period of that person's employment and up to one year thereafter. Without the concurrence of the Authority, an employee and any of the employee's immediate family members is prohibited from accepting a contract for personal services from any entity doing business with the Authority during that person's employment and up to one year thereafter.

If an employee finds that they, or their immediate family member has, or is considering the assumption of, a financial interest or the employee is considering an outside relationship or employment which might involve a conflict of interest, or if the employee is in doubt as to the proper application of this policy, he or she should promptly make all the facts known to the Executive Director or Administrative Services Director and refrain from any exercise of responsibility in any manner which might reasonably be considered to be affected by any adverse interest.

2. Statement of Economic Interests (Form 700) (California Government Code Section 87302).
 - a. The following positions in b. have been determined to be:
 - (i) Responsible for the making of a decision (i.e., voting on a matter, approving the budget, adopting policy, making purchasing decisions, entering into contracts) or participating in the making of a decision (i.e., negotiating the terms of a contract, writing the specification of a bid, advising or making recommendations to the decision-maker or governing body without significant intervening substantive review) which may foreseeably have a material effect on a financial interest;
 - (ii) The financial interest (i.e. investment, business position, interest in real property, or the income) held by the Authority may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position; and
 - (iii) Have duties that are not clerical, secretarial, ministerial, or manual.
 - b. List of positions:
 - (i) Executive Director
 - (ii) Deputy Executive Director
 - (iii) Finance Director
 - c. Staff listed in 2.b.(iii) will be "designated employees" under California Government Code 87302.
3. Designated Employees.
 - a. Upon Employment.
 - (i) A designated employee shall report any investment, business position, interest in real property, or source of income if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position.

- (ii) Each designated employee shall file disclosing reportable investments, business positions, interests in real property, and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by Sections 87206 and 87207 (see below).
 - A. The first statement shall disclose any reportable investments, business positions, interests in real property, and income within 30 days after the effective date of the conflict of interest code, disclosing investments, business positions, and interests in real property held on the effective date of the conflict of interest code and income received during the 12 months before the effective date of the conflict of interest code.
 - B. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office.
 - C. Each designated employee shall file an annual statement, at the time specified in the conflict of interest code, disclosing reportable investments, business positions, interest in real property, and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year.
- b. Separation.
 - (i) Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.
 - (ii) An individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:
 - A. File a written resignation with the appointing power.
 - B. File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

P. Relatives in the Workplace

Relatives within the first or second degree are spouses, life partners, parents, children, grandchildren, brothers, and sisters. To the extent possible, no person who is related within the first or second degree to a ~~department~~Department head may be appointed in a paid capacity within that ~~department~~Department. No person who is related within the first or second degree to a manager or supervisor may be appointed or assigned to a position that is in a direct reporting relationship or within the supervisory line of authority to such manager or supervisor. ~~Relatives within the first or second degree are spouses, life partners, parents, children, grandchildren, brothers and sisters.~~ In order to avoid the appearance-perception of favoritism or impropriety, ~~department~~Department heads are discouraged from appointing relatives within the first or second degree to volunteer assignments within that ~~department~~Department. Any such employment shall require prior approval by the Executive Director as

necessary ~~to the conduct of the programs of the Authority~~ and shall be reported to the Board of Commissioners.

Employees who are in a dating or intimate relationship may not remain in a reporting relationship or in a position where one party to the relationship has supervisor authority or review authority over the other. The dating employees are required to inform Human Resources of their relationship if their professional relationship becomes a reporting relationship, ~~so that the Authority can determine whether to transfer or terminate one or both employees.~~ The employees may be given the opportunity to make the decision as to who will transfer positions or leave the Authority.

Q. Payments

No salary, wages, expenses, or allowances shall be paid except upon the certification of the Executive Director and in accordance with the policies of the Board of Commissioners.

R. Gifts

An Authority employee shall not ask for, receive, or agree to receive any gift, gratuity, or reward for the performance of their duties. All offers of gifts should be declined, even if not accepted, if unable to decline a gift, or gifts are received via delivery they shall be reported in writing to the ~~Executive Administrative Services~~ Director. ~~At the discretion of the Executive Director,~~ incidental gifts of nominal monetary value (less than \$25) informational material or involving food or beverage, such as a calendar or a holiday box of candy, may be accepted and if possible shared by all employees. Gifts valued at greater than \$25 shall be returned if possible. If unable to return a gift the Administrative Services Director will determine best way to distribute or share the gift among ~~if they are shared by~~ all employees.

S. Confidentiality

Authority employees shall abide by the laws and regulations of the State and Federal governments concerning confidentiality of client information. Upon commencement of their employment, and annually thereafter eEmployees shall sign and adhere to a Confidentiality of Client Information statement provided by the Authority. Each employee is responsible for safeguarding any confidential information they obtain during employment. In the course of their work, employees may have access to sensitive or confidential information regarding the Authority, its clients, or fellow employees. Except when permitted by applicable law, unauthorized release of or discussion about client information within or outside the Authority, is considered grounds for discipline, up to and including dismissal.

T. Program Participant

Authority employees may participate in programs provided by the Authority ~~(except as cited in Section H),~~ if otherwise eligible and no conflict of interest exists as determined by the Executive Director. ~~The conduct of employees as program participants serves as an example to other participants and to the public; an employee's failure to strictly abide by program rules reflects badly on the Authority and harms the public services it provides. Therefore, an e~~Employee-participants shall adhere to all applicable program terms and agreements, including the timely payment of rent, and shall at all times be a participant in good standing. ~~Violation of this policy may result in disciplinary action, up to and including dismissal.~~

U. Personal Appearance

The image we project to our clients is reflected in the appearance of our employees. Simply stated, employees should look well-groomed and should be dressed appropriately for their specific job duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the

nature of the work, their own safety and the safety of coworkers, and their need to interact with the public. We encourage employees to seek the advice of their department head if they have questions regarding appropriate dress or appearance at work. ~~Employees who report to work improperly dressed or groomed may be instructed by their department head to return home to change. Non-exempt employees will not be paid for the time they spend going home to change.~~

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their religious, cultural, ethnic or racial heritage or identity. ~~This policy will be interpreted to comply with applicable local, state or federal law.~~

1. **Religious, Medical, and Disability Accommodations**

The Authority will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor or Human Resources.

V. **Fragrance & Odor Policy**

The Housing Authority strives to provide a safe and healthy work environment. ~~Fragrances and odors may trigger allergic reactions or create health problems for some individuals. To ensure the comfort and safety of our employees, clients and visitors, t~~The Housing Authority desires to minimize any difficulties experienced in the workplace ~~and to ensure comfort and safety of~~ employees, clients, and visitors who may experience health problems from fragrances/odors or who may have chemical or fragrance sensitivities.

Fragrance refers to a scent that is perceptible by others. Fragranced products are any product that contains fragrance or scent. This policy is meant to cover noticeable fragrance from any source, including foods, personal items, perfumes, and grooming. All employees must observe good habits of grooming and personal hygiene. Body odor, from any cause, should not create distractions.

Feedback from and to employees will help ensure compliance with this policy. Any person who feels that a fragrance or odor is harmful, or offensive is expected to promptly notify his/her supervisor or Human Resources. If a problem arises due to a disability, consistent with the ~~Housing~~ Authority's legal obligations, the ~~Housing~~ Authority will attempt to reasonably accommodate the individual unless it causes an undue hardship. The ~~Housing~~ Authority may take steps, including, but not limited to, requesting or requiring that an employee not wear or use certain products while at work. ~~Scents should not be detectable at more than an arm's length from the individual.~~

II. **EMPLOYMENT PROCEDURES**

A. **Application**

1. Authority to appoint, promote, transfer, demote, and terminate personnel shall be vested in the Executive Director and in such other officials as may be formally designated by the Executive Director. The Executive Director shall have the final authority on all personnel decisions.
2. Whenever possible, vacated and/or newly established positions shall be filled, consistent with the highest quality operations, by the promotion of qualified employees.
3. Notice of all available job openings shall be distributed by email to all employees prior to or concurrently with scheduled advertising to the public.

4. Open public recruitment shall be done through appropriate media, for a reasonable time, to ~~assure~~ allow sufficient opportunity for the appropriate segment of the labor market to apply and be considered for employment ~~on the basis of abilities and potential~~ based on qualifications. Except for continuous recruitment, public announcement of all ~~position~~ vacancies shall be made at least seven (7) calendar days in advance of the closing date for receipt of applications.
5. All applicants for employment are required to submit an application in a format specified by the Executive Director.

B. Qualifications

The Executive Director shall prepare or cause to be prepared a job description for each employment classification, including examples of duties, experience, education, and such other qualifications as ~~desirable~~ deemed necessary for the position. The Executive Director may establish an examination procedure to qualify applicants for employment by one or more of the following means: application review, written examination, verbal interview, performance test including computer skills, business and personal references.

C. Investigations

The Authority recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Authority reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Authority also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

~~A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law.~~—All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. -The Authority is an equal opportunity employer and will comply with applicable federal, state, and local laws relating to the use of background checks for employment purposes.

D. Investigations of Current Employees

The Authority may occasionally find it necessary to conduct investigations regarding alleged employee misconduct, which may include alleged violations of the Authority's policies and/or applicable laws. Employees subject to an investigation or requested to participate in an investigation are required to cooperate with the Authority's lawful efforts to obtain relevant information.

An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. -An employee may discuss his or her interview with a designated representative. -The Authority will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to otherwise comply with the law or a court order. -The Authority requests that all information discussed during an investigation be kept confidential while the investigation is ongoing and not ~~be~~ shared with other employees. -Employees who disclose confidential information during an active investigation, which may or may not have the effect of to influence influencing another witness, may be subject to disciplinary action, s up to and including termination.

E. Protected Activity and Protection Against Retaliation for Engaging in Protected Activities.

This Policy governs and protects all Authority officials, officers, employees, or applicants for employment.

Protected activity includes, but is not limited to, any of the following:

1. Filing a complaint with a local, state, or federal enforcement or administrative agency when the employee has reasonable cause to believe the reported conduct violates or is in noncompliance with local, state, or federal law, rule or regulation.
2. Participating in or cooperating in good faith with a local, federal, or state enforcement agency that is conducting an investigation of alleged unlawful activity.
3. Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.
4. Associating with another individual who is engaged in any of the protected activities enumerated [herein](#).
5. Making or filing in good faith and with reasonable cause an internal complaint with the Authority regarding alleged unlawful activity, or violation of the Authority's policies, or of unsafe working conditions.
6. Providing informal notice to the Authority regarding alleged unlawful activity or violation of the Authority's policies, or of unsafe working conditions.
7. Calling a governmental agency's "Whistleblower hotline" in good faith.
8. Filing a written complaint under penalty of perjury that the Authority has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety.
9. Refusing to participate in any activity that the employee reasonably believes would result in a violation of or noncompliance with [a](#) local, state, or federal law, rule, or regulation.

The Authority prohibits all of the following:

1. Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have engaged in protected activity.
2. Preventing an employee from engaging in protected activity.
3. Retaliating against an employee for refusing to participate in any activity that would result in a violation of or noncompliance with a local, state, or federal law, rule, or regulation, or a violation [of](#) or ~~or~~ noncompliance with the Authority's policies; and
4. Retaliating against an employee because the employee's family member ~~has, or~~ [has or](#) is perceived to have engaged in any of the protected activities.

Prohibited retaliatory adverse action may include, but is not limited to, any of the following:

1. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because [the individual participated in](#) ~~of~~ actual or potential protected activity.
2. Refusing to hire an individual because of [participating in](#) actual or potential protected activity.
3. Denying a promotion to an individual because of [participating in](#) actual or potential protected activity.

4. Taking any form of disciplinary action because of participating in actual or potential protected activity.
5. Extending a probationary period because of participating in actual or potential protected activity.
6. Altering work schedules or work assignments because of participating in actual or potential protected activity.
7. Condoning hostility and criticism of co-workers ~~and-or~~ or third parties because of participating in actual or potential protected activity.
- ~~8. Spreading rumors about a person because of that person's actual or perceived protected activity.~~
- ~~9. Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.~~

An applicant or employee who feels he or she has been retaliated against in violation of this Policy or ~~have~~ has witnessed conduct in violation of this Policy should immediately report the conduct according to the complaint procedure in the Authority's Policy Against Discrimination, Harassment or Retaliation ~~so that the complaint can be resolved fairly and quickly~~. Supervisors and Managers have the same responsibilities as defined in the Policy Against Discrimination, Harassment or Retaliation.

F. Appointment

The Executive Director shall clearly specify the conditions of employment; ~~including~~ including position title, salary, vacation leave, sick leave, benefits, and the category of positions.

G. Employee Eligibility and Work Authorization

The Authority is committed to employing only United States citizens and non-citizens who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three (3) business days of commencing employment. If the employee cannot verify their right to work in the United States within three (3) business days of the employment start date, the Authority will be required to terminate their employment immediately.

III. CATEGORIES OF EMPLOYEES

There are five (5) categories of employee positions. The policies and procedures herein apply to all categories unless otherwise expressly stated.

A. Temporary

A temporary employee is one who is appointed for a special or temporary purpose on an hourly, per diem, or monthly basis ~~which that~~ which is expected to ~~last span~~ last less than 1,000 hours of paid service. Such employee shall not accumulate credit for sick leave (except if the employee is subject to the Healthy Workplaces, Health Families Act as further discussed in Section X.A(1) below) ~~HWHFA leave as mandated by California law~~, holidays, or vacations; shall not receive health insurance, life insurance, short-term or long-term disability, accidental death or dismemberment insurance, retirement plans or other benefits provided by the Authority, except as required for temporary employees by Federal, State, or local law.

The services of temporary employees may be terminated by the Authority with or without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

B. Long-Term Temporary

A long-term temporary employee is one who is appointed for a special or temporary purpose ~~which that~~ is expected to ~~last span from at least~~ 1040 service hours ~~and to~~ less than 2080 service hours. A long-term temporary employee may also be; ~~or~~ a temporary employee who has completed 1,000 paid service hours of continuous employment with the Authority and their continued work will exceed the 1,000 hours of paid service maximum for a temporary employee.

Commencing with the first day of employment in a long-term temporary position, the employee shall be entitled to begin accumulating credit for sick leave, holidays, and vacation, become eligible for health insurance coverage, and participate in the retirement plan. Earned vacation time shall not be granted before a six-month period of employment is completed. Long-term temporary employees shall not receive life insurance, long- or short-term disability, accidental death and dismemberment insurance, or other benefits provided by the Authority.

The services of long-term temporary employees may be terminated by the Authority with or without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

~~C. Seasonal~~

~~A seasonal employee is one who is appointed on a seasonal basis. Such employee shall accumulate credit for sick leave, holidays, and vacation. Upon termination of seasonal employment, the employee shall be entitled to all vacation pay earned and accumulated (per Section IX.D). Such seasonal employees shall receive health insurance coverage; however, they shall not receive life insurance, long- or short-term disability, accidental death or dismemberment insurance, retirement plans or other benefits provided by the Authority. When 1,000 service hours are reached in a fiscal year, the seasonal employee shall be eligible for participation in the retirement plan.~~

~~The services of seasonal employees may be terminated by the Authority with or without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.~~

~~D.C. Probationary~~

A probationary employee is one who is appointed to a regular position, who shall serve a probationary period equivalent to twelve (12) months full-time employment from the date of such appointment (i.e., 2,080 hours of active paid service, excluding paid sick, holiday, or vacation time or similar paid non-service hours). The probationary period shall be utilized for closely observing the work of new employees and for securing their effective adjustment to their positions. All probationary employees shall be evaluated as to performance approximately six (6) months (1,040 hours), and twelve months (2,080 hours) after appointment. ~~However, failure of the supervisor to timely complete such evaluations shall not negate the employee's probationary status.~~

Probationary employees shall accumulate credit for sick leave, holidays, and vacation and shall receive health insurance coverage and retirement benefits. ~~Probationary employees shall not receive life insurance, short-term or long-term disability, and accidental death or dismemberment insurance, or other benefits provided by the Authority.~~

The services of probationary employees may be terminated by the Authority with or without cause, and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

Upon successful completion of the probationary period ~~in a position~~, an employee shall become a regular employee in that position.

The probationary period may be extended in writing prior to the completion of the required initial probationary period, at the discretion of the Executive Director and based on the employee's performance, for a period of three (3) months (520 hours) of active paid service beyond the required initial probationary period.

E.D. Regular

A regular employee is one who has successfully completed the probationary period for a regular position. Such employees shall accumulate credit for sick leave, holidays, and vacation, and shall receive health insurance, life insurance, short-term and long-term disability, accidental death and dismemberment insurance, and retirement plans, as adopted by the Authority.

F.E. Part-time

An employee may be appointed to a part-time position in any of the above categories at the discretion of the Executive Director. ~~Accumulation of sick leave, vacation leave, and holidays will be pro-rated according to the approved number of hours in a work week.~~ An employee serving in a part-time status who receives health insurance shall share the costs of the premiums pro-rata where the employee will contribute an additional portion in relation to hours worked.

G.F. Special Circumstances

If required ~~in order~~ to accomplish specialized duties, or secure and retain candidates and staff the Executive Director may negotiate particular terms of employment including, but not limited to, salary step, starting vacation accrual rate, or other lawful employment terms, provided such terms are consistent with applicable law, the Authority's equal employment opportunity obligations, benefit plan requirements, internal policies, budgetary limitations, and any applicable resolutions, agreements, or conditions approved by the Authority.

IV. PERSONNEL FILES AND EMPLOYEE EVALUATIONS

A. Personnel Files and Records

Such records shall be kept by the Human Resources department ~~Executive Director~~ as necessary for transactions and reference, and for making reports showing administrative actions, including name and address of each employee, employment history of each employee (which shall reflect positions held), employment status, classification, and rate of pay and benefits.

The information recorded in ~~your employees'~~ personnel files ~~is extremely important~~ represents vital record keeping. It is each employee's responsibility to ~~make sure~~ ensure that their personal data in the file is accurate and up to date. ~~Report~~ Employees must report any change of address, phone number, ~~etc. and other contact methods~~ to the Authority immediately.

Any personnel action affecting the position or status of any employee shall be recorded on a personnel form adopted for the Authority's use and a copy shall be given to the employee for their personal records.

The official personnel file of each employee shall be maintained in the Human Resources department at the principal office of the Authority. Copies of all material placed in an employee's official personnel file shall be given to such employee five (5) days prior to placement in the file, except for material obtained as part of the recruitment and selection process. The employee may submit a written response during

such five (5) day period, which response shall be attached to said material and filed in the employee's official personnel file. Personnel records include documents signed by the employee related to obtaining or holding employment, performance or grievance-related items, and education or training records.

~~Access to the employee's official personnel file is restricted.~~ Only the Executive Director and persons authorized by the Executive Director will have access to your-an employee's personnel file. -However, the Authority will cooperate with, ~~and provide access to your personnel file, to~~ law enforcement officials or local, state, or federal agencies in accordance with applicable law if legally required to disclose an employee's personnel file or any of the contents therein.

Health/medical records ~~are not included in your personnel file. These records~~ are confidential and maintained in a file separate from your-the employee's personnel file. The Authority will safeguard ~~them~~ these health/medical records from disclosure and will divulge such information only: 1) as allowed or required by law; 2) to the employee's personal physician upon written request or permission of the employee; or 3) as required for workers' compensation cases.

Employees may inspect their personnel file in the presence of an authorized representative of the Authority. You, and may also obtain copies of your-their personnel file. -The ~~Authority will copy the documents that you have signed but copies of other documents may be at your expense. Contact~~ The employee may contact the Human Resources Director to submit your-their written request and to schedule a convenient time. The Authority will comply with inspection or copy requests within 30 days of ~~the receipt~~ receipt of the request. ~~If you desire, you may add a written statement to your file explaining any disputed item.~~ With the exception of routine and clerical access, a log shall be maintained to record such access indicating the date and the person obtaining access.

Employees may also inspect their payroll records upon request, and may obtain a copy of these records at their own expense. The Authority will comply with all inspection requests within 21 calendar days, unless it is impossible to do so.

B. Employees' Social Security Number Protection

We have established the following procedures to protect the privacy and security of employees' social security numbers (SSNs) provided to us. This policy applies to SSNs received for any employment-related purpose, including, but not limited to, the evaluation of job applicants; payroll, benefits, and human resources administration; and employment-related investigations.

1. Access to, and Use of, Information or Documents That Contain SSNs

Only authorized employees may access information and documents containing SSNs. Employees authorized to access such information or documents generally will be limited to Department Directors, the Human Resources Department, certain Finance Department staff, and the Executive Director. Authorized employees may access information or documents containing SSNs only on a need-to-know basis and may use such information and documents only for the purpose for which access is permitted.

2. Disclosures of Information or Documents That Contain SSNs

When information or documents containing SSNs needs to be disclosed within the Authority to any person who is not authorized to access SSNs, the SSN should be redacted before the disclosure is made. We will disclose documents containing SSNs outside the Authority only as permitted or required by law or court ~~order, or~~ order or required for business purposes such as benefit enrollment. -Except when a SSN is disclosed in accordance with a contract that requires the recipient to provide adequate safeguards,

SSNs may not be disclosed to a third-party without the prior approval of the Executive Director or the Human Resources Director. All other requests for the disclosure of information or documents containing SSNs ~~(other than requests made by a party to a contract providing adequate safeguards)~~ must be forwarded promptly to the Executive Director or to the Director of Human Resources. ~~Information or documents containing SSNs transmitted to a third party in electronic format should be encrypted before transmission whenever possible.~~

3. Proper Disposal of Documents That Contain SSNs

Paper documents containing SSNs will be shredded before being discarded. ~~SSNs stored on an electronic medium, such as hard drives, laptops, and compact disks, will be rendered irretrievable before being discarded or re-issued to an employee who is not authorized to access SSNs.~~

4. Penalties for Violation of this Policy

Any employee who becomes aware of, or suspects, a violation of this policy should inform the Executive Director or the Director of Human Resources immediately. ~~, so that we may~~ An investigation may be conducted ~~an investigation whereif deemed~~ appropriate to do so. Violation of this policy will result in disciplinary action up to and including termination of employment.

C. Employee Evaluation

The primary purpose of written employee evaluations shall be to inform employees about how well they are performing their work and how they can improve their work and performance.

Each employee's Supervisor shall, with review and approval from the Department Head, ~~, shall~~ be responsible for evaluating the employee's performance. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.

When possible, no less than a "meets expectation" evaluation shall occur without prior counseling or notation to the employee concerning areas that need improvement. Any less than satisfactory overall evaluation shall have documentation or explanation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond in writing within five (5) business days to any evaluation.

D. Schedule for Employee Evaluation

Employees may be evaluated at any ~~time, and~~ time and shall generally be evaluated at least at ~~those~~ the intervals indicated below. ~~However, the Authority does not contract or guarantee to provide an evaluation at any specific interval and reserves the right to engage in performance improvement plans before or after an evaluation.~~

1. Probationary Employees shall usually have their performances evaluated prior to the end of 1,040 hours (6 months). The final probationary evaluation shall be performed by the direct Supervisor and reviewed by the Department Head prior to the end of the established probationary period, whether that be 2080 hours (one year) or longer as defined in Section III.D. For probationary employees, "service hours" means hours actually worked in the position, excluding overtime hours, and does not include hours on paid or unpaid leave, jury duty or other non-work activities.

2. Regular employees shall usually be evaluated according to the following schedules. Upon promotion or promotional reclassification, an employee shall serve a new probationary period in

that classification and shall be evaluated within 1,040 hours (6 months) of the promotion or reclassification, and annually thereafter.

Merit salary increases shall be given to employees coincident with each accrual of 2,080 service hours of their appointment, promotion, or promotional reclassification as a regular employee, whichever is the most recent action, until the top of their salary range is reached, as provided in Section VI. An evaluation of less than “meets expectation” may result in a merit increase being denied.

3. All other employees shall be evaluated on a schedule established by the Executive Director, but no less frequently than once every twelve (12) calendar months whenever feasible unless individual circumstances warrant otherwise.

4. Additional performance evaluations for any employee may be undertaken by the ~~Supervisor, Department~~ Supervisor, Department Head, or Executive Director for sound and justifiable reasons at any time deemed necessary to assist the employee in the effective performance of required duties. Employees who ~~are not maintaining~~ do not maintain adequate performance standards shall be notified and placed on special evaluation. Such evaluations may not exceed one (1) per month nor continue longer than six (6) months.

Employees who are unsuccessful in attaining an overall performance rating of “meets expectation” or better during this continuous six-month special performance rating period shall be subject to a final performance improvement notice up to and including dismissal, subject to the appeal rights defined in Section XIV.G

E. Disposition of Copies of Performance Evaluations

Only two (2) official copies of an employee evaluation shall be made. Whenever an employee is evaluated, the Department Head shall discuss the evaluation with the employee and both parties shall sign it at that time. The employee shall retain one (1) copy, and the second copy shall be included in the employee's official personnel file.

F. Reviews. An employee who has reason to question any aspect of their performance rating may request a review of the rating with the person making the evaluation. Should either the evaluator or the employee request, the Executive Director shall also review the rating(s) in question for the purpose of considering a change in any rating(s) on a performance evaluation. The determination of the Executive Director shall be final and not subject to appeal. The employee may alternatively or additionally attach a written response to their evaluation disputing any rating contained therein.

V. HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Work Week

For purposes of calculating overtime, the work week is defined as the seven (7) work day period between 12:00 a.m., Sunday, through 11:59 p.m., the following Saturday.

For full-time employee work schedules, the normal work week shall be forty (40) hours and consist of five (5) consecutive working days. The normal weekly work schedules shall be Monday through Friday.

2. Work Day

For purposes of calculating overtime, the work day is defined as the twenty-four (24) hour period between 12:00 a.m., through 11:59 p.m.

For full-time employee work schedules, the normal work day shall be eight (8) hours. Normal full-time daily working schedules shall be from 8:00 am to 5:00 pm, with one unpaid hour for lunch.

Other alternate work schedules (AWS) may be assigned by the Authority or requested by the employee, as explained in further detail in the HR AWS policy and Section V(F) below. ~~to meet the needs of the Authority. Alternate work schedules may vary in the number of hours per day and in the start and end of the work week, but shall be no more than 80 hours per pay period. The employee shall be given reasonable advance notice of any change in their work schedule unless said change has been deemed an emergency by the Authority or its Executive Director.~~

3. Lunch Periods

During a shift of eight (8) hours, employees shall be entitled to one uninterrupted unpaid lunch period of no more than one (1) hour or less than one-half (1/2) hour. The time for such lunch periods shall be scheduled for full-time employees and start before the completion of the 5th hour of work in a work day.

4. Rest Periods

Each employee shall be entitled to rest periods ~~which, shall be~~ at the rate of fifteen (15) minutes during each work period of four (4) hours or more. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee. Rest periods shall not be accumulated or taken at the beginning or end of a work period, or combined with the lunch period. The Executive Director may assign such staggered rest periods as may be needed to serve the public.

B. Overtime

1. Definition

Overtime is any authorized time worked in excess of forty (40) hours per work week for non-exempt employees. - Designated exempt employees paid on a salary basis are exempt from overtime.

2. Authorization

Overtime shall be worked only ~~when pursuant to the~~ requested or approval by a Department Head. Employees cannot work overtime without the ~~advance~~ advanced approval of a Department Head or the Executive Director or their designee. ~~Working overtime without prior authorization may result in disciplinary action~~ Unauthorized overtime is a violation of Authority policy.

3. Computation

- a. Time Worked. -Paid time off from work for any purpose other than holidays, as described in 3.b. below, such as sick leave, vacation, jury duty, any balance of compensatory time, and mandatory leave with pay, shall not count as time worked for purposes of overtime. ~~Such paid time off not counting toward overtime, includes, but is not limited to: sick leave; vacation; jury duty; any balance of compensatory time; and mandatory leave with pay.~~
- b. Holidays.

- i. When a holiday falls on an employee's regular work day, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as additional time worked for purposes of computing overtime.
- ii. Holidays which occur on a day other than the employee's regularly scheduled work day shall not be counted as time worked for purposes of computing overtime. (For example, if Monday is not an employee's regular work day and Monday is a holiday, the employee would get paid for the holiday, but the hours would not be considered "time worked" for purposes of computing overtime.)

4. Rate

~~Eligible employees shall receive payment for overtime worked in the amount of one and one-half (1½) times their regular rate of pay, except as provided immediately below.~~ Overtime is paid only for hours worked by non-exempt employees in excess of forty (40) hours in one work week. All time worked over forty (40) hours in a single work week is paid at one and one-half (1.5) times the employee's regular hourly rate of pay.

Upon request of an employee in advance and in writing of the time worked, and with approval of the Executive Director or the Executive Director's designee, non-exempt employees may receive compensatory time off for overtime worked in lieu of overtime pay. ~~Compensatory time off shall be provided at the rate of one and one-half (1½) hours of compensatory time off times for each hour of overtime worked in lieu of overtime compensation in cash, up to a maximum of 40.5 hours of compensatory time (27 hours of overtime worked).~~ However, overtime shall be compensated in cash whenever and to the extent that overtime would result in a compensatory time off balance in excess of 40.5 hours (40.5 hours of compensatory time represents 27 hours of overtime work). Once the employee reaches the compensatory time off cap, any overtime worked will be paid out to the employee in cash.

5. Compensatory Time Implementation

If an employee makes a request in writing to the Executive Director or the Executive Director's designee to use compensatory time from the employee's balance, and gives reasonable advance notice so that coverage can be arranged, and is arranged, and said time off request does not unduly disrupt the operation of the Authority, the Executive Director shall grant the request.

The Authority will not require employees to take compensatory time off for the purpose of avoiding overtime pay.

C. Timekeeping

1. Nonexempt Employees

Nonexempt employees are employees who are eligible to receive overtime pay for any time worked in excess of 40 hours per work week. Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure, and meal break times.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report all time worked and must not work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless directed to do so. Employees

who have questions about when or how many hours they are expected to work should contact their supervisor.

It is a violation of the Authority's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, he or she should report the incident immediately to a supervisor.

2. Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave, or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked.

However, an exempt employee will not ~~be~~ receive their regularly paid salary for full days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness, ~~or~~ disability, or other protected leave, the employee will not be paid their regular salary for such day(s) of absence, but the employee may use available vacation (paid time off) to ~~make up for the reduction in salary~~ receive payment for that time off;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, ~~but~~ unless the employee ~~may~~ uses available sick time to ~~make up for the reduction in salary~~ receive payment for that time off;
- When an exempt employee works only part of the week during their first and last week with the Authority, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act, California Family Rights Act, or ~~corresponding laws~~ other unpaid protected leaves, the Authority will not pay for such days/hours of absence.

The Authority may require an exempt employee to use available vacation as a replacement for salary, when the employee takes less than a full-day off from work, provided that the employee still receives payment equal to the employee's predetermined salary for that week even if the employee has no leave remaining.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness, or in the military, or for lack of work.

~~It is Authority policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Authority prohibits any deductions from pay that violate the FLSA or applicable state law.~~

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources, or a supervisor. Reports of improper

deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

D. Call-Back Duty

Certain employees are required to work on call. ~~Whether they will receive pay~~ Compensation for being on call depends on the ~~facts of each situation~~ circumstances as described below.

Defined. Employees who are ordered to return to their work site or another specified work site by the Executive Director or the Department Head following the termination of their normal work shift on a given work day shall be considered to be on call-back duty.

Non-exempt employees will be paid for the time spent responding to phone calls or performing work after hours at home.

Travel time to and from the work site may be considered working time if the employee is on call-back duty.

Compensation. ~~Non-exempt e~~ Employees who are called back shall be compensated for the actual time worked at their regular rate of pay. If call backs result in the employee working more than 40 hours in the workweek, ~~then~~ call back time will be paid at one and one-half (~~1-1/2~~1.5) times their regular hourly rate for hours over and above the 40 hours worked, For purposes of call back pay above 40 hours worked, provided that a minimum of two (2) hours of compensation shall be paid for all periods of shall be compensated even if the employee worked less than two (2) hours beyond the 40 hours worked in the week.

E. Job Sharing

Upon request for voluntary job sharing, and ~~With~~ with the approval of the Executive Director, ~~upon request,~~ two (2) or more employees may share one (1) or more full-time positions; provided however that each such part-time job shall be at least a half-time position, and such job sharing shall not result in an increase in salary or benefit costs to the Authority. All such arrangements shall be made in ~~the best interests~~ accordance with operational needs of the Authority, shall be at the sole discretion of the Executive Director pursuant to those operational needs, and may be terminated by the Executive Director upon their discretion.

Each employee electing to share a full-time position pursuant to this Section may receive Authority contributions for health and welfare benefits on a pro-rated basis.

F. Alternate Work Schedules

~~Employee~~ Employees may request alternate schedules. Employees may reference the detailed Alternate Work Schedule (AWS) procedure as described in the HR AWS policy. Written requests shall be submitted to the Executive Director and shall state reasons for the schedule. The requests shall be considered and may be granted ~~so long as~~ provided that work flow ~~workflow~~ is not interrupted and public needs ~~are~~ continue to be met, as determined by the Executive Director. The Executive Director or their designee shall respond to requests in writing within fourteen (14) calendar days. A request that is not approved or responded to by the Executive Director with in that time shall be deemed denied.

All ~~such~~ AWS arrangements shall be made and continue for as long as mutually agreed to by the employee(s) and the Executive Director, subject to the HR AWS policy. Approval for ~~creation and continuation of~~ creating and continuing alternate work schedules lies wholly within the discretion of the Executive Director.

G. Lactation Accommodation

~~In recognition of the well documented health advantages of breastfeeding for infants and mothers and in compliance with applicable law, employees have the right to request a lactation accommodation and the Authority provides a supportive environment to enable breastfeeding mothers to express their breast milk during the work day.~~

Employees desiring to express breast milk for the employee's infant child while at work have the right to request lactation accommodation. Employees may request this accommodation by communicating with their department manager and/or Human Resources. The Authority will meet with the employee about the accommodation, will document the accommodation plan in writing, and will provide a written response to the employee's request. If possible, the lactation break time will run concurrently with any paid rest break time already provided to the employee.

~~The process used to request an accommodation is the following: The employee should submit a written request to their department manager and/or Human Resources.~~

~~The Authority will shall respond to the request in writing. The Authority will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, each time the employee has to express milk.~~

The Authority will designate a lactation room/space near the employee's work location in response to an employee's request for such accommodation. ~~provide employees with the use of a room or private room near the employee's work location, other than a bathroom or toilet stall, for the employee to express milk.~~ This location may be the employee's private office, if applicable. This room/space shall not be a bathroom, and will be shielded from view and free from intrusion while the employee is lactating. ~~Additionally, the room will be safe, clean, free of hazardous materials, be in close proximity to the employee's workplace and provide the following:~~

- A surface to place a breast pump and personal items;
- A place to sit;
- ~~The room will provide access~~ Access to electricity or alternative devices, including but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump;
- Access to a sink with running water;
- Access to a refrigerator or cooling device suitable for storing milk ~~(or another cooling device).~~

Where the room provided is used for lactation as well as other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is being used for lactation purposes.

The Authority will comply with all applicable legal requirements when implementing this policy. ~~If an employee has any concerns regarding the accommodations provided, the employee may should contact management or Human Resources to further discuss any issues. The Authority will review the matter and will work to make requested accommodations in accordance with the law.~~

For any perceived violation of this policy, the ~~Employees~~ employee also have has the right to file a complaint with the California Labor Commissioner ~~if they believe that the Authority has violated the law regarding this policy.~~

VI. PAY, CLASSIFICATION, ASSIGNMENT, AND EMPLOYEE STATUS

A. Pay Periods

Employees are paid by check or direct deposit on a bi-weekly basis on every other Friday. If the pay day falls on a holiday, whenever possible, employees will be paid on the immediately preceding regularly scheduled workday. The standard pay period commences at 12:00 a.m. on the Sunday immediately preceding pay day. Employees who select certain Alternate Work Schedules (AWS) will have a different pay period as described in the AWS procedure. Deadlines for submission of time sheets shall be determined by the Finance Department consistent with efficient operations. Employees who fail to submit completed and accurate time sheets by the determined deadline ~~shall~~ may be subject to disciplinary action up to and including dismissal.

~~We work hard to ensure that all employees are paid correctly, but mistakes can happen. When mistakes do occur and are called to our attention, we will promptly investigate the matter and make any corrections necessary as soon as possible in accordance with applicable law. Review each paycheck and pay stub when you receive it to make sure your pay is correct.~~ If ~~you~~ an employee believes an error has occurred or if ~~you have~~ there are any questions about ~~your~~ an employee's paycheck or pay stub, the employee should promptly report the matter to the Human Resources Director.

B. Classification

Classification is defined as a group of positions sufficiently similar as to duties performed, degree of supervision exercised or received, minimum requirements and such other qualifications that the same title, same test of fitness, and the same schedule of compensation may be applied to each position in the group.

1. Positions with similar responsibilities and duty requirements shall be grouped into the same class, with a designated salary range as approved by the Authority. Common standards of selection, assignment and salary are applied to the positions within the same class.
2. Job descriptions for each position shall be developed and approved by the Authority. An Authority manual of job descriptions shall be available to employees and the public at the Authority office.
3. Job assignments to specific positions in a class shall be made at the discretion of the Authority. Employees may be given any job assignments and tasks that are deemed by the Authority to be appropriate to their position, and employees have no expectation that they are entitled to a particular assignment.
4. Duties of employees shall include those outlined in the job classification and those which reasonably relate to the job description or classification, as determined by the Executive Director or the Department Head.
5. New classifications shall be created, abolished, or combined by the Authority as the needs of the Authority change.
6. As part of the employee's annual performance evaluation, and/or at the request of an employee, the Department Head shall review the employee's assignment to ensure that the employee's assigned duties are consistent with their classification.
7. The Authority endeavors to conduct a full compensation and classification study at least every five (5) years. Results of the study shall be available to all employees and presented to the Board of Commissioners. The studies shall be advisory to the Executive Director and the

Commissioners. ~~Any employee may present written and/or verbal comments concerning the study to the Executive Director or their designee; the comments shall be related to the employee's position.~~ All job descriptions shall be updated to reflect actual duties assigned and authorized.

C. Compensation

1. **Salary Schedule**

The Salary Schedules for employees and the Salary Step/Range Chart shall be available for review through the Human Resources Department or on the Authority intranet. There shall be five (5) steps in a salary range with increments of approximately 5% between each step. Employees may be paid at the Authority's discretion within each range's steps. ~~The Board of Commissioners shall have complete discretion in approving the salary schedule, and the Board's decision shall be final.~~

2. **Salary Increases and Bonuses**

Salary increases for all employees are based on performance and length of service. There are three types of increases and bonuses, as follows.

- a. Step Increases. All new regular employees are eligible for the second salary step after completing 2,080 hours of service, with the Authority, in active paid status and after successful completion of the probationary period. ~~Each successive step thereafter, until step five (5) is reached, shall be considered and~~ may be granted after completing increments of 2,080 hours of paid service, ~~with the Authority, of 2,080 hours,~~ and with a satisfactory or better performance evaluation.
- b. Longevity Service Incentive Bonus. An employee employed by the Authority prior to July 1, 1997, shall receive a longevity service increase of approximately 5% on the date of the tenth anniversary (20,800 hours of paid service) of full-time continuous service as a regular employee of the Authority. All staff, shall receive a \$1,000 longevity incentive bonus ~~every 5 years of employment with the Authority,~~ on their applicable anniversary date.
- c. Cost of Living Adjustment. It is the policy of the Authority to consider cost of living adjustments annually. ~~Public agencies consisting primarily of the municipal and county governments, and such other similar public bodies including similar Public Housing Authorities, shall~~ may be contacted in making cost of living and compensation surveys to determine if a cost of living adjustment shall be made.

3. **Hours of Service for Purposes of Salary Increases**

- a. Defined. Paid hours of work and paid leave hours accrued by an employee within the number of authorized hours for the ir position ~~occupied by the employee~~ shall constitute hours of service for purposes of salary increases. Hours worked in excess of the number of regularly scheduled hours for the position, whether overtime or otherwise, shall not be included in hours of service. ~~Exempt employees'~~ hours of service are calculated based on the number of scheduled work hours.
- b. Beginning Date. Hours of service for purposes of step advancement accrue by position, beginning from the most recent date of appointment to that position.

4. Anniversary Date Defined

The initial anniversary date of an employee is that date upon which an employee begins paid service in their initial probationary position.

D. Probationary Conditions

No Authority employee shall attain regular status in any position without first having successfully completed the required probationary period. Authority employees shall serve in probationary status under the following conditions.

1. New hires and rehires to regular positions shall serve an initial probationary period equivalent to 2,080 service hours (approx. 12 months) from the date of appointment by the Executive Director. "Service hours" means hours actually worked in the position, excluding overtime hours, and does not include hours on paid or unpaid leave such as sick or vacation time, jury duty, or other non-work activities.
2. Employees reassigned to a different position through promotion, demotion, reclassification or transfer shall serve in probationary status equivalent to 2,080 service hours of employment in ~~the~~ that new position.
3. Performance evaluations shall be conducted during the probationary period as provided in Section IV.C.~~4~~.

E. Promotion

Vacated or newly established positions shall be filled to the fullest extent, consistent with the highest quality operations, ~~and~~ and by the promotion of qualified employees. Promotion of individuals shall be based on consideration of the following factors: qualifications, s, the quality of service previously rendered (including but not limited to quality of work, compliance with work rules), seniority, and the recommendation of the Department Head.

All current staff shall be notified of such position openings in the manner mentioned above in Section II.A. Any employee may apply for a promotion to any advertised position. Any promotion may require ~~that the~~ qualifications ~~of the employee being considered be determined by~~ subject to the criteria appropriate to the position, as determined by the Executive Director. Interviews shall be conducted as determined ~~appropriate~~ by the Executive Director.

1. Regular Employees. Upon promotion to a position of higher classification, a regular employee shall serve in a probationary status. During the probationary period, if the employee is released or seeks reinstatement to the previous position for reasons other than misconduct, the employee shall be entitled to reinstatement in the formerly held classification, if available; or in the alternative a lower class, if available, for which the employee qualifies and chooses to accept.
2. Probationary Employees. Upon reassignment to a position of higher classification (promotion), a probationary employee shall begin to serve a new probationary period. If a probationary employee is released from the new position, reinstatement to a lateral or lower classification may be considered; however, the decision to ~~so~~ so reinstate is a matter in the sole discretion of the Executive Director.

3. When an employee is promoted to a position of higher classification/higher range on the salary chart, such employee shall ~~be placed on a step so as to~~ receive at least a 5% salary increase and be placed on the step that reflects that increase.
4. Promotions of individuals to vacant positions on a temporary acting basis may be made at the discretion of the Executive Director during the period of recruitment for said position, as indicated in Section VI.G.4. Employees will be compensated at the appropriate range/step on the salary chart for the temporary position so as to receive at least a 5% temporary salary increase.

F. Demotion

The demotion of an employee shall be limited to the following four conditions: when the Authority deems it necessary: (1) in order to provide the best possible services for the Authority's program; (2) to assist the employee to make appropriate adjustments in the responsibility level or performance of their duties; (3) due to ~~re-~~organizational priorities brought about by a change in the nature of services provided, lack of work or lack of funds; or (4) ~~-in~~ situations when an employees has not improved performance to the level of satisfactory after completion of a performance improvement plan. Any such action taken with regard to a regular employee is subject to appeal by the affected employee, as set forth in Sections XIII or XIV.

1. Downward adjustments of any position or class of positions shall be considered demotions and shall take place only as a result of the conditions set forth herein. Such action may be considered non-disciplinary or disciplinary, provided, however, that disciplinary demotions of regular employees ~~shall be for cause only and~~ shall comply with the disciplinary procedures set forth in Section XIV. A disciplinary demotion shall be supported by a less than satisfactory performance evaluation or other documentary evidence of cause for discipline. In both instances the Authority shall retain its right to "Y-Rate" classified employees into existing or proposed positions ~~providing~~ provided it does not displace another more senior regular classified employee.
2. Non-disciplinary demotions caused by ~~re-~~organizational priorities, as determined by the Executive Director, may result in the reassignment of an employee to a class having a lower salary range. The Authority shall retain the right to "Y-Rate." ~~-~~ In addition, the affected employee shall be given preferential consideration for openings in their former classification.
3. A reassignment to a regular position at a lower salary range due to non-disciplinary administrative demotion or voluntary demotion shall entitle the employee to a salary step in the lower range which corresponds to the step or ~~in~~ dollar amount to that which was held in the higher range, provided that in no case shall the new pay level exceed the maximum salary for the lower classification.
4. "Y-Rating" adjustments are defined as follows: When an employee is reassigned to a lower classification having maximum rates which are less than the dollar amounts at the previous classification, the employee's salary shall remain at the previous level (Y-Rate) until such time as future salary increases bring the salary range of the employee's new class up to a point where the Y-Rate falls within such range. At that point, the employee is no longer Y-rated, and assumes the salary step in the new class.

G. Working Out of Classification

"Working out of classification" shall mean an assignment of duties authorized in writing by the Executive Director on a temporary basis, where all or a significant portion of the duties performed are at a higher classification than the classification of the employee assigned the new duties. All "out of classification"

assignments are temporary and shall not be made to fill regular position vacancies except during that period required to complete the recruitment/selection process, or for vacation and leave relief.

1. An employee, other than a management employee, shall perform such duties at their current rate of pay for a period of not more than ten (10) consecutive working days (80 hours) during sick leave and vacation relief. An employee performing such duties for more than 10 consecutive working days shall have their salary adjusted upward for the period the assignment is in effect, beginning with the eleventh (11th) consecutive working day (81 hours) of such work. Exception: if the employee was notified prior to the assignment that the period would extend for more than twenty (20) consecutive working days (160 hours), the employee shall have their salary adjusted upward for the entire period the assignment is in effect, beginning immediately.
2. Compensation for an employee required to work out of classification will be at the first step of the higher range or at a step within that range which will provide at least a five percent (5%) increase over their regular salary, whichever is greater.
3. Working out of classification is contingent upon the needs of the Authority. All such assignments shall be subject to the prior written approval of the Executive Director.
4. If an out of classification assignment has not been approved by the Executive Director in writing, no employee may expect or claim entitlement to out of classification pay.

VII. RETIREMENT BENEFITS AND AUTHORITY-PROVIDED INSURANCE

A. Pension Plan

The Authority shall contribute to a retirement pension plan at a rate established by the retirement plan administration. The employee shall contribute a set percentage based on the retirement plan contract. Participation in the retirement plan shall be limited to probationary and regular employees or long term temporary and seasonal employees who reach 1,000 hours in paid status.

B. Life Insurance

The Authority shall provide, at no cost to the employee, group life insurance coverage. ~~Life insurance shall be limited to regular employees or those who have re-entered probationary status as a result of promotions. See plan documents for details.~~

~~C.~~ Health Insurance

The Authority shall provide group medical, dental, and vision insurance coverage to each eligible employee and their eligible enrolled dependents. Short ~~Term~~ term ~~Temporary~~ temporary employees are not provided such insurance, unless otherwise required by applicable law. Premium costs shall be shared between the Authority and the employee through a cafeteria flex fund plan. See plan documents for details.

Health ~~insurance~~ insurance premiums paid by the Authority for part-time employees shall be proportionate to the employee's approved work schedule, unless otherwise authorized by the Executive Director.

~~D.C.~~ Short-Term and Long-Term Disability Insurance

The Authority shall provide to regular employees, at no cost to the employee, short-term and long-term disability insurance coverage. See plan documents for details.

E.D. Accidental Death and Dismemberment Insurance

The Authority shall provide to regular employees, at no cost to the employee, accidental death and dismemberment insurance coverage. -See plan documents for details.

F.E. Unemployment Insurance

The Authority shall provide, at no cost to the employee, unemployment insurance coverage. The cost and benefits shall be as mandated by the State of California.

G.F. State Disability Insurance

Disability insurance coverage shall be provided through the Authority, with premium costs paid by the employee. The cost of coverage and benefits shall be as mandated by the State of California.

H.G. Worker's Compensation Insurance

The Authority shall provide, at no cost to the employee, State of California mandated Workers' Compensation coverage. The level of benefits will be in accordance with the Workers' Compensation laws of the State of California.

VIII. HOLIDAYS

A. Scheduled Holidays

The Authority shall provide all eligible employees with the following paid holidays:

New Year's Day	January 1
Martin L. King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez <u>Farmworkers</u> Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19 th or Monday following
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Winter Holiday #1	December 24
Winter Holiday #2	December 25

New Year's Eve	December 31
Floating Holiday	Requested by Employee

The Floating Holiday becomes available to ~~benefitted~~ benefit-eligible employees on January 1st of each year, and is intended to be used during that calendar year. The Floating Holiday is of eight (8) hours duration, must be pre-approved by the employee's manager, and must be used entirely in one day. Floating holidays that are not used during the year in which they are allotted will be paid out at the end of the year at the employee's then regular rate of pay. All allotted floating holidays that have not been taken before departure of employment will be paid out at the employee's then regular rate of pay.

At the discretion of the Executive Director, employees may be granted special Board-designated holidays and shall be granted days designated as legal holidays by the Governor of the State of California or the President of the United States, if granted as a paid holiday for federal or state employees. These special holidays shall be with eight (8) paid hours ~~providing~~ provided the employee is in paid status for eight (8) hours (or a full day) of the working day immediately before or after the holiday.

1. Holidays falling on Saturday or Sunday shall be celebrated on the preceding Friday or following Monday, respectively.
2. An employee who is paid overtime for working on a holiday or Board-granted day off shall not receive an additional day off in place of that holiday or Board-granted day off.
3. An employee on unpaid leave shall not receive holiday pay unless the employee is in paid status the full day before and the full day after the holiday. An employee receiving prorated pay during leave, for example integrating wages with SDI, will receive the same prorated holiday pay as s/he receives in prorated wages on adjacent work days.

B. Holidays Falling During Other Paid Leave

When a holiday occurs on a day an employee is absent from work because of sick leave, vacation or other paid leave, the employee shall be paid for the holiday and the day shall not be counted as a day of paid leave.

C. Part-time Employees

Holiday compensation for part-time employees shall be proportionate to the employee's approved work schedule (e.g. an employee working in a 20 hour week or half-time position would receive four (4) hours of holiday compensation for a holiday occurring during the work week.) Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall be compensated either by salary at straight time or by allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position. The approved work schedule shall be established upon employment in a part-time status.

IX. VACATIONS

A. Annual Vacations

As annual vacations for the Authority personnel are in the best interests of both the Authority and its staff members, we encourage staff to utilize their vacation annually.

B. Vacation Accumulation

Vacation time for eligible staff shall be earned on an hourly basis and accrue at the following rates for full-time service:

- .0635 hour per hour of service for less than 10,400 hours of service in paid status.
- .0750 hour per hour of service for service in paid status of at least 10,401 hours of service but less than 20,800 hours of service.
- .0952 hour per hour of service for service in paid status of at least 20,801 hours of service but less than 31,200 hours of service.
- .1096 hour per hour of service for service in paid status of more than 31,201 hours of service.

Eligible employees with less than full-time service shall earn vacation hours proportionate to the authorized hours of their positions.

Years of service in paid status shall mean years since the employee's original anniversary date as defined in Section VI.C.4.

Vacation credit shall accrue for each employee beginning on the date of hire.

Vacation leave may be requested for personal reasons that do not fall under the sick leave policy (§ X.A), for example, personal appointments non-medical in nature, and time off to care for pets.

C. Vacation Pay

Pay for vacation days for all employees shall be at the same regular rate of pay as that which the employee would have received, exclusive of overtime payments, had the employee been in working status.

D. Vacation Pay upon Departure from Employment

When an employee is terminated for any reason or voluntarily resigns, the employee shall be entitled to all vacation pay earned and accrued while on paid status up to and including the effective date of the termination.

E. Holidays

Holidays falling during the scheduled paid vacation of any employee shall not be charged as a day of vacation.

F. Vacation Scheduling

Vacations shall be scheduled at times requested by employees ~~so far as possible~~ within the Authority's work requirements as established by the Executive Director. The vacation schedule shall be subject to the approval of the Department Head and/or Executive Director. Conflicts between employees as to when vacation shall be taken shall be resolved by the Executive Director, who shall determine the order of leave. Seniority, the order in which requests are received, and operational needs shall be considerations in such determinations.

All vacations shall be requested and scheduled in advance. Use of vacation leave for unplanned absences is discouraged; unplanned is defined as less than 5 days' notice.

G. Maximum Vacation Accrual Cap

An employee can accumulate a vacation leave balance of no more than 1.75 times the number of vacation hours that the employee can accrue annually based on the employee's accrual rate and full-time/part-time status.

Once an employee reaches the maximum vacation accrual cap, no further vacation hours shall accrue until such time as the employee's accrual drops below the maximum accrual cap. It is each employee's responsibility to track their vacation accrual and to schedule vacations in such a manner as to remain under their cap. -No employee will be reimbursed for vacation hours that are not accrued because the employee was at the maximum vacation accrual cap.

H. Vacation Cash-Out

If approved by the Executive Director aAn employee whose vacation accrual exceeds 200 hours as of November 1st can request in writing a cash-out up to 40 hours vacation on the first pay date in December. ~~Such a request will be granted unless the Executive Director determines that such a cash-out would be against the best interest of the Authority.~~

X. LEAVES

A. Sick Leave

The Authority provides paid sick time to eligible employees. Temporary employees will only receive sick time as mandated by California's Healthy Workplaces Healthy Families Act (HWHFA). Probationary, full-time, part-time, and long-term temporary employees will receive additional sick time as outlined below.

1. Eligibility

Employees become eligible for HWHFA paid sick time once they have worked in California for the Authority for 30 days within a year from the start of employment. -Probationary, full-time, part-time, and long-term temporary employees will accrue sick time as outlined below.

2. Annual Accrual of Paid Sick Time

Probationary, full-time, part-time, and long-term temporary employees begin to accrue paid sick time on the first day of employment.

Paid sick time accrues on an hourly basis. Employees shall accrue .0462 ~~hour~~hours of sick leave for each hour of service in paid status (including holidays, paid leaves, and vacation). Sick leave may be accrued to a maximum of 480 hours.

Exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick time is based upon that normal workweek.

Once the maximum accrual cap is reached, employees will not accrue additional paid sick time until their accrual balance falls below the cap.

Paid sick time may be used to cover all or just part of a work day.

Employees will not accrue paid sick time during unpaid leaves of absence.

Employees are not required to find an employee to cover their work when they take paid sick time.

3. Reasons Sick Time May be Used

Employees may use paid sick time for themselves and their eligible family members:

- For diagnosis, care or treatment of an existing medical condition; or
- For preventive care;
- Employees may also use paid sick time for safe time purposes if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or their child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation, [or to attend related judicial proceedings](#).
- For purposes of this policy, "eligible family members" include a:
 - Spouse;
 - Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis;
 - Biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child;
 - Sibling;
 - Grandparent or grandchild;
 - Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner; and
 - Designated person, who is [a](#) person identified by the employee at the time [of](#) the employee's requests to use sick leave.

The definition of "child" applies irrespective of a child's age or dependency status. Employees are limited to one designated person per 12-month period.

4. Requesting Paid Sick Time

When the need for paid sick time use is foreseeable, employees must provide reasonable advance verbal or written notice to their supervisor for any absence from work. If the need for paid sick time is unforeseeable, employees must provide notice to their supervisor of the need to use the time as soon as practicable. In all circumstances, employees must specify that the requested time off is for sick or safe time reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly. Failure to obtain approval as soon as possible after determining the need to take such time may result in discipline.

5. Rate of Pay for Sick Time

For nonexempt employees, pay for sick time is calculated in the same manner as the employee's regular rate of pay for the workweek in which the employee uses sick time, regardless of whether the employee works overtime in that workweek.— For exempt employees, payment for sick time is calculated in the same manner as wages are calculated for other forms of paid leave time.

6. Carryover

Accrued but unused paid sick time will carry over from year to year, subject to the maximum accrual cap.

7. Separation from Employment

Compensation for accrued and unused sick time is provided upon separation from employment.

Alternatively, the separating employee may have the option to purchase CalPERS service credit with the accrued and unused sick time. See Human Resources for details.

~~No payment for sick leave shall be made until an employee submits a leave request, and receives approval from the Department Head.~~

8. Confidentiality

The Authority will keep confidential the health information of the employee or employee's covered family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's covered family member. Such information will not be disclosed except to the affected employee as permitted or required by law.

9. Effect on Other Rights and Policies

The Authority may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Authority is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal domestic violence, medical or family leave rights.

10. No Discrimination or Retaliation

The Authority prohibits discrimination and/or retaliation against employees who request or use paid sick time for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy. Likewise, the Authority prohibits discrimination and/or retaliation for cooperating with city or state officials in investigating claimed violations of any paid sick leave law (including the HWHFA), cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by any paid sick leave law, or informing any person of their potential rights under the law.

11. Sick Leave Cash-Out

If the Executive Director deems it appropriate given operating and financial conditions, the Authority may from time to time provide the opportunity for eligible employees to cash out a portion of their accrued and unused sick leave.

B. Bereavement Leave

Employees are entitled to up to five (5) days of Bereavement Leave -to attend to the funeral and/or other obligations arising from the death of a covered family member. -Covered family members are defined as an employee's spouse, child (biological, adopted, step, foster), parent (biological, adoptive, step, foster), sibling, grandparent, grandchild, domestic partner, or parent-in-law. -Employees will be eligible to take up to a total of five (5) days of paid Bereavement Leave each calendar year. -Bereavement Leave requests should be submitted through the timekeeping system with a comment added-noting the reason for requested leave. ~~The Authority may request verification of the need for Bereavement Leave.~~ Employees may use accrued sick or vacation leave should they need to utilize more than five (5) days of leave for bereavement of a covered family member or for an individual who is not a covered family member.

C. Reproductive Loss Leave

Employees are entitled to up to five (5) days of Reproductive Loss Leave following a reproductive loss event. ~~Employees who have not used all of their five (5) days of paid Bereavement Leave in a calendar year may use the unused paid Bereavement Leave for Reproductive Loss Leave.~~ Employees are eligible to use a maximum of five (5) days of paid time off total for Bereavement Leave and/or Reproductive Loss Leave. -Except as provided above, Reproductive Loss Leave is unpaid and the Employee~~employee~~ may use their accrued sick and/or vacation time to be paid while on Reproductive Loss Leave. -An employee who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period. -Reproductive Loss Leave requests should be submitted through the timekeeping system as sick or vacation leave with a comment added-noting the reason for requested leave. ~~The Authority may request verification of the need for Reproductive Loss Leave.~~

For purposes of this Policy, a reproductive loss event is defined as the following:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.

- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Reproductive Loss Leave days need not be taken consecutively but generally must be completed within three (3) months of the reproductive loss event. -For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. -If an employee is on [a leave of absence](#), or chooses to go on ~~a~~ a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

The Authority will maintain the confidentiality of any employee requesting Reproductive Loss Leave. Any ~~information—provided~~[information provided](#) to the Authority regarding Reproductive Loss Leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

D. Workers' Compensation

The Authority will grant eligible employees a workers' compensation leave in accordance with state law if ~~you~~[an employee](#) sustains an occupational illness or injury that prevents ~~you~~[the employee](#) from working. As an alternative, the Authority may offer ~~you~~[the employee](#) modified work. -Leave taken due to a work-related injury or illness runs concurrently with family and medical leave under both federal and state law for eligible employees.

Employees must report all accidents, injuries, and illnesses, no matter how minor, to their immediate supervisor as soon as possible.

An employee who is eligible for workers' compensation temporary disability benefits may choose to use accumulated sick leave for the waiting period prior to receipt of temporary disability benefits.

Employees may not use sick leave to receive more than 100 percent of their compensation at any time (whether they are receiving worker's compensation or ~~short-term~~[short-term](#) disability).

E. Jury Duty

An employee shall be entitled to leave without loss of pay for time the employee is required to perform jury duty. The Authority shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular pay. This requires the employee to provide documentation to the Authority of jury duty payments [or, if applicable, a waiver from the employee waiving payment by the](#)

court of the jury duty fee. ~~(An employee may be asked to and may sign a waiver of payment by the court of the jury duty fee).~~ Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be ~~considered~~ included in the amount received for jury duty for purposes of calculating the difference in pay. Jury duty shall be paid for a period not to exceed 60 working days. Extended jury duty beyond that would be granted as leave without pay, pursuant to Section X.H.3. -Exempt employees will not have their salary reduced for partial weeks of work due to jury duty or witness service.

F. Catastrophic Closure

In the event of a natural disaster or equivalent event for which the Board of Commissioners or the Executive Director deems it necessary to temporarily close an affected Authority facility, the Executive Director shall authorize pay for the time not worked by employees subject to the limitations of this section. Employees ordered to leave work or ordered not to report to work shall receive "other leave with pay" as follows:

- First Eight Hours: one (1) hour for each scheduled hour missed.
- Second Eight Hours: one-half (~~1/2~~ .5) hour for each scheduled work hour missed, which may be supplemented by vacation leave.
- Third Eight Hours: one-half (~~1/2~~ .5) hour for each scheduled work hour missed, which may be supplemented by vacation leave.

Additional Hours: No ~~compensation, except employees~~ compensation; employees may use paid time off (i.e. administrative leave, or vacation, any compensatory time balance remaining).

G. Administrative Leave

Department Directors who are ineligible for premium overtime are entitled to 40 hours of administrative leave with pay each fiscal year. The requested leave shall be subject to prior approval by the Executive Director. Unused administrative leave will be paid out by check or direct deposit at the end of the fiscal year at the employee's then regular rate of pay.

H. Break in Service

No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of these policies shall continue to accrue under such absence.

I. Personal Leave of Absence Without Pay

A regular employee who has used all accrued paid leave, including vacation, administrative, holiday, or other, and who requests to be absent from work, may be granted a leave of absence without pay at the discretion of the Executive Director or their designee. A personal leave may not exceed 2,080 hours of total leave time. -If the employee needs to take unpaid medical leave or leave as a reasonable accommodation, the time off will be provided under the medical leave policy set forth below.

1. Request for Leave. The employee is required to submit a letter of request to the Executive Director which states specific reasons for the personal leave and includes any documentation required by the Executive Director.

2. Failure to Return. Any employee who fails to return upon the expiration of any leave of absence without pay and fails to report for their scheduled shift for three (3) consecutive days shall be regarded as having voluntarily resigned.
3. Effect of Leave of Absence Without Pay on Service Hours and Benefits. Periods of a leave of absence without pay shall not be included as hours in paid service for purposes of seniority, step advancement, probationary period, or vacation and sick leave credit, except as may be required by law. Periods of leave of absence without pay will result in a prorated (decreased) agency contribution toward Authority benefits, including; health insurance, dental insurance, and vision insurance for employees and dependents, except where such proration is prohibited by law or other policies such as FMLA and PDL.
4. Reinstatement following a personal (unprotected) leave is not guaranteed.

J. Medical Leave of Absence

Employees who believe they need a medical leave of absence should contact Human Resources and request one. Determinations regarding whether to grant the leave, the length of the leave, reinstatement following the leave and continuation of benefits will be made in accordance with applicable law. ~~Leave under this policy runs concurrently with leave under all applicable local, state or federal law.~~ Medical certification of the need for a leave may be requested.

K. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leave

The Authority will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Authority refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA) collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

1. Employee Eligibility

To be eligible for FMLA Leave, employees must: (1) have been employed by the Authority for a total of at least 12 months (52 weeks) at any time prior to the commencement of ~~a~~-FMLA leave; and (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

2. Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner, a child of a registered domestic partner, an adult child, a grandparent, a grandchild, a sibling or a parent-in-law (CFRA only);); incapacity due to pregnancy or prenatal care as a serious health condition ~~(Fed-FMLA only)~~, qualifying exigency leave, ~~(Fed-FMLA only)~~ and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Authority will engage the employee in the

interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, registered domestic partner, child, child of a registered domestic partner, parent, grandparent, grandchild, sibling or parent-in-law) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the Fed-FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard, or Armed Forces (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

3. Definitions

"Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Fed-FMLA Leave is to commence. -For CFRA leave, a "child" may be any age and there is no requirement that a "child" aged 18 or older be incapable of self-care because of a mental or physical disability at the time the CFRA leave is to start. -"Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

"Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

"Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was

discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

"Spouse" means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider. [A regimen of treatment does not include self-regulated treatment such as over the counter medication or bed rest.](#)
 - Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
 - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
 - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke, and the terminal stages of a disease.
 - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

"Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or

that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render that individual medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

"Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

4. Length of Leave

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; and (3) Serious Health Condition Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable "12-month period" utilized by the Authority is the 12-month period measured forward from the start date of the employee's first FMLA leave. Under this method the 12-month period is measured forward from the day the employee uses any FMLA leave.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Authority and are eligible for leave under this policy, under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent. [Spouses who both work for the Authority share 12 workweeks of FMLA per year for Bonding Leave as defined in X.K\(2\).](#)

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA).- When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under ~~the~~ FEHA, and the employee cannot return to work at the conclusion of the CFRA leave, the Authority will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under ~~the~~ FEHA.

5. Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's covered family member with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than 15 minutes. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Authority's operations. [Please Employees should contact Human Resources prior to scheduling medical treatment as it pertains to taking leave intermittently or engaging in a reduced work schedule.](#) If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement. [The details of such intermittent leave and physical capabilities will be determined by the interactive process for each employee on an individual basis.](#)

~~Requests for intermittent or reduced schedule leave for the birth or placement of a child may be directed to Human Resources and will be considered on a case-by-case basis depending on the needs of the Authority. If the request is granted, the Authority may require the employee to transfer temporarily to an available alternative position.~~

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Authority's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence ~~is potentially qualifying~~ [qualifies](#) for leave under this policy. Failure to ~~respond~~ [provide necessary information in response](#) to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an

employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. ~~An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.~~

Certification forms are available from Human Resources. At the Authority's expense, we may require a second or third medical opinion regarding the employee's own serious health condition for Fed-FMLA purposes and, for CFRA purposes, regarding the employee's own serious health condition or the serious health condition of an employee's family member. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember, which would similarly be conducted at the Authority's expense. Employees are expected to cooperate with the Authority in obtaining additional medical opinions that we may require.

~~When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Authority's operation. Please contact Human Resources prior to scheduling planned medical treatment.~~

~~If an employee does not produce the certification as requested, the FMLA leave will not be protected.~~

6. Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Authority may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Authority may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Authority receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Authority may request recertification in connection with an absence ~~after six months have passed~~ that extends over six (6) months since past the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. ~~Any recertification requested by the Authority will be at the employee's expense.~~

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave ~~will~~ may not be CFRA protected.

7. Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

8. Failure to Provide Notice or Certification and to Return From Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, and does not report to a scheduled shift for three (3) consecutive days, the Authority may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

9. Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Authority's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Authority's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of FMLA Leave.

10. Benefits During Leave

The Authority will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave and Qualifying Exigency Leave will generally be provided with group health benefits for a 12-workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the Authority will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Authority may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on ~~an unpaid~~unpaid FMLA Leave.

11. Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Authority may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Authority will also consider a reasonable accommodation under ~~the~~-FEHA if the employee is returning from CFRA leave for their own serious health condition. -However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or their position would have been eliminated ~~even if he or she had not gone on~~separately and apart from going on leave, then the employee will not be entitled to reinstatement. However, if an employee

has been replaced or the employee's position was restructured to accommodate the employee's absence, the employee is entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

~~Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.~~

12. Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

13. Fraudulent Use of FMLA Leave Prohibited

An employee who fraudulently obtains FMLA Leave from the Authority is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Authority will take all available appropriate disciplinary action against an employee due to such fraud.

14. Nondiscrimination

The Authority takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that their Fed-FMLA or CFRA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

Employees should contact Human Resources as to any Fed-FMLA or CFRA questions they may have.

15. Additional Information About Federal FMLA Leave

A "Notice to Employees of Rights Under FMLA" (WHD Publication 1420) is available at www.dol.gov or from Human Resources and is attached the handbook.

L. Pregnancy and Pregnancy Related Disabilities Leave and Accommodation

1. Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth, or a related medical condition (including medical conditions related to lactation) is eligible for up to four months of pregnancy disability leave. There is no length of service requirement.

For purposes of this policy, ~~you~~ an employee is ~~are~~ "disabled by pregnancy" when, in the opinion of ~~your~~ the employee's healthcare provider, ~~you~~ the employee cannot work at all or ~~are~~ is unable to perform any one or more of the essential functions of ~~your~~ their job, or to perform them without undue risk to

~~yourself~~themselves, the successful completion of ~~your~~their pregnancy, or to other persons as determined by a health care provider. The term “disabled” also applies to certain pregnancy-related conditions, such as severe morning ~~sickness or if you need to take time off for prenatal~~sickness, prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

2. Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. ~~You~~An employee is affected by pregnancy if ~~you are~~the employee is pregnant or ~~have~~has a related medical condition, and because of pregnancy, ~~your~~their health care provider has certified that it is medically advisable ~~for you~~ to temporarily transfer or to receive some other accommodation.

The Authority will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation ~~te~~for an employee affected by pregnancy if:

- She requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as “medically advisable”; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be ~~created~~created, and the Authority will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices, or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Authority is permitted to treat this time as Pregnancy Disability Leave and will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

3. Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

- Provide 30 days’ advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days’ notice is not foreseeable; and
- Provide a signed medical certification from your health care provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.

The Authority may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

Failure to provide the Authority with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

4. Duration

The Authority will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by your health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months ~~or~~ (17.33 workweeks).

The Authority may require an employee to temporarily transfer to an available alternative position to meet ~~the medical need of~~ the employee's medical need to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend upon the employee's physical condition before and after childbirth.

5. Reinstatement

If ~~you~~ the employee and the Authority have agreed upon a definite date of return from ~~your~~ the employee's leave of absence or transfer, ~~you~~ the employee will be reinstated on ~~that~~ the date ~~if you~~ the employee ~~notify~~ notifies the Authority ~~that you are able to return on that date~~ of her return. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, ~~you~~ the employee will be returned to work within two (2) business days, where feasible, after ~~you~~ the employee ~~notify~~ notifies the Authority of ~~your~~ the employee's readiness to return.

Before ~~you~~ the employee will be allowed to return to work in ~~your~~ their regular job following a leave of absence or transfer, ~~you~~ the employee must provide the Human Resources ~~department~~ Department with a certification from ~~your~~ the employee's health care provider confirming that ~~you~~ she can safely perform all of the essential duties of ~~your~~ her position, with or without reasonable accommodation. If ~~you~~ the employee does not provide such a release prior to or upon reporting for work, ~~you~~ the employee will be sent home until a release is provided. ~~This~~ The interim time before ~~the~~ said release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Authority will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Authority will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy or the law. This policy does not

limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

6. Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued sick leave or vacation leave during the leave of absence. However, use of such time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting vacation or sick leave for unpaid leave.

Employees should apply for California State Disability insurance ("SDI") benefits. SDI forms are available from the Authority or your health care provider. Any SDI for which you are eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

7. Benefits

The Authority will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If ~~you~~ an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act leave, the Authority will continue ~~your~~ the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Authority may recover premiums it paid to maintain health insurance benefits if ~~you~~ the employee fails to return to work following ~~your~~ pregnancy disability leave for reasons other than taking additional leave afforded by law or Authority. ~~policy or not returning due to circumstances beyond your~~ the employee's control whose

M. Absence Without Leave

An employee who is absent from duty for a period ~~which that~~ exceeds three (3) consecutive working days without authorized leave or approved absence shall be considered to have abandoned their position and to have automatically resigned.

Such resignation shall be rescinded by the Executive Director if the employee can show to the satisfaction of the Executive Director that ~~it was impossible to contact~~ they were incapacitated and unable to contact the human ~~Human resources~~ Resources office or the employee's ~~department~~ Department head, provided the employee contacts the Authority at the first opportunity.

The employee may appeal the Executive Director's determination ~~pursuant to Section XIV, namely, an appeal request and Skelly meeting in front of the Executive Director~~ in writing. The appeal is solely limited to the question of whether it was impossible for the employee to contact the Authority and whether the employee did contact the Authority at the first opportunity, and only serves as a mechanism by which to request that the Executive Director rescind their resignation decision. ~~Advanced disciplinary appeal steps, such as an arbitrator selection and appeal hearing, are not provided for here.~~

N. Suspension

Employees on disciplinary suspension shall not receive any paid leave or holiday pay for the period of suspension, nor accrue hours of service for purposes of step advancement or completion of probation.

O. Mandatory Leave With Pay

The Executive Director may require that an employee be absent from work with pay when the Executive Director deems it necessary for the protection or well-being of the employee, fellow employees, the public and/or the Authority, provided that such leave with pay ~~shall not continue for more than thirty (30) working days until an investigation is completed.~~

P. Crime Victim Leave for Certain Felonies

The Authority prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide, within reasonable time, documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, ~~in order to~~ receive compensation during the time taken off from work pursuant to this section.

Q. Leave To Attend Court Proceedings for Serious Crimes

The Authority prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Authority with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Authority with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, ~~in order to~~ receive compensation during the time taken off from work [pursuant to this section](#).

R. Time Off for Domestic Violence Victims And Victims Of Sexual Assault Or Stalking

The Authority will provide time off to any employee who is a victim of domestic violence, sexual assault, and/or stalking so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety, or welfare of the employee or the employee's child. The relief that may be sought includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief. When taking such leave, the employee should give the Authority reasonable notice of the leave, unless advance notice is not feasible. -The Authority also may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional, etc. The Authority will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault, or stalking and requests that the Authority accommodate their safety while at work, unless undue hardship to the Authority would result. Additionally, an employee who is a victim of domestic violence and/or a victim of sexual assault may take time off to attend to any of the following: (1) to seek medical attention for injuries caused by domestic violence; (2) to obtain service from a domestic violence shelter, program, or rape crisis center; (3) to obtain psychological counseling; and (4) to participate in safety planning and to take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Therefore, the length of leave is limited to that provided under the FMLA and CFRA. For example, an employee is not entitled to time off due to reasons in this policy if he or she has already exhausted the maximum 12 weeks of leave under the FMLA/CFRA, [but the employee may still request an unpaid leave of absence due to reasons in this policy](#).

Confidentiality of the situation, including the employee's request for the time off, will be maintained to the greatest extent possible. Employees may use accrued benefits, such as existing vacation time or other accrued paid time off, in order to receive compensation during the time taken off from work.

S. Time Off To Vote

The Authority encourages all employees to fulfill their civic responsibilities and to vote in all public elections. -Most employees' schedules provide sufficient time to vote either before or after working hours. If ~~you~~ [an employee does](#) not have sufficient time outside of working hours to vote, ~~you~~ [the employee](#) may receive up to two hours of paid time off to vote. -Any additional time off will be without pay. Employees must request time off from their ~~department~~ [Department](#) head at least two [\(2\)](#) working days before election day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal work schedules. If approved for time off, ~~you~~ [employees](#) will not incur any attendance infractions for missing work to vote.

T. Emergency Responder Leave

If ~~you~~ [an employee are-is](#) a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel who intends to perform emergency duty during work hours, [the employee must alert your their department](#) ~~Department~~ head [of this information. so that we are aware of the fact that you](#) [This alert to the Department head allows for planning if or when](#) ~~the employee~~ may have to take time off to perform

emergency ~~duties~~ ~~duty~~.—In the event ~~you~~ ~~the employee~~ ~~need to~~ ~~must~~ take time off for this type of emergency duty, ~~alert you~~ ~~the employee~~ ~~should alert their~~ supervisor or ~~department~~ ~~Department~~ head before leaving work. -Employees will also be allowed up to 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training. -All time off for these purposes is unpaid.

U. School or Child Care Activities Leave

An employee who is a parent to one or more children who are of the age to attend a licensed child care provider, kindergarten or grades ~~one-1~~ through 12, may take up to 40 hours of leave per school year to participate in any of the following:

- Finding, enrolling or reenrolling the child in a school or with a licensed child care provider;
- Participating in school or child care-related activities; or
- Addressing a child care provider or school emergency.

“Parent” includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand in loco parentis (in place of a parent) to a child.

Time off for reasons other than a child care provider or school emergency is limited to ~~eight~~ ~~8~~ hours per calendar month. Child care provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or child care provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their supervisor. -Employees needing time off to address a child care provider or school emergency must provide notice to their supervisor as soon as practicable.

The Authority may require employees to provide documentation from the school or child care provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If both parents of a child work for the Authority, only one parent - the first to provide notice - may take the time off, unless the Authority approves both parents taking time off simultaneously.

Employees must substitute any existing vacation time or other accrued paid time off (PTO) for any part of this leave. Employees who do not have vacation time or PTO available will be allowed time off without pay.

V. School Conference Leave

Employees who are the parent or custodial guardian of a child in kindergarten or grades ~~one~~1 through 12 may take time off to attend a school conference involving their child.

~~To be eligible for leave, the child must be living with the employee, and the employee must provide advance notice that their appearance at the school has been requested.~~

~~The Authority may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.~~

Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Authority's School or Day Care Activities Leave policy.

W. Time Off for Bone Marrow Donation

Employees will be provided a leave of absence to undergo a medical procedure to donate bone marrow to another person. The combined length of bone marrow leave may not exceed five (5) workdays in any one-year period. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested. Employees must use earned sick/vacation concurrently with this time off. If an employee does not have enough earned sick/vacation time to cover the leave, the remaining days of leave will be with pay by the Authority. Use of this leave will not be counted against any available FMLA/CFRA time. This is also not considered a break in service for purposes of benefits or seniority. While on leave for bone marrow donation, the Authority will maintain all group health insurance benefits as if the employee was still at work.

In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee did not take a leave. For example, if an employee on leave for bone marrow donation would have been laid off had the employee not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

X. Time Off for Organ Donation

Employees will be provided a leave of absence to undergo a medical procedure to donate an organ to another person. The combined length of the leaves may not exceed 60 business days, 30 workdays with pay and 30 workdays without pay, in any one-year period. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested. Employees must use their available sick/vacation during the first two weeks of leave, and the remaining first 30 workdays of leave, if any, will be with pay by the Authority. ~~If the employee cannot return to work following the first 30 workdays of leave, the employee can take an additional 30 workdays of leave without pay.~~ Use of this leave will be not be counted against any available FMLA/CFRA time. This is also not considered a break in continuous service for purposes of benefits or seniority. While on leave for organ donation, the Authority will maintain all group health insurance benefits as if the employee was still at work.

In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However,

an employee has no greater right to reinstatement than if the employee did not take a leave. For example, if an employee on leave for organ donation would have been laid off had the employee not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

Y. Other Leaves

The leaves of absence described above are intended to provide an overview of the leaves that may be available to employees. ~~The Authority provides employees with all legally required leaves of absences.~~ Employees may also be entitled to the following additional leaves of absence: -Witness Service Leave, Military Leave, Family Military Leave, Civil Air Patrol Leave and Election Officer Leave. ~~If you an employee requires need~~ time off for any reason, please check with the Human Resources department to determine whether ~~you qualify to take~~ a leave of absence is available.

XI. LAYOFFS, REORGANIZATIONS, REDUCTIONS IN SCHEDULED HOURS, AND FURLOUGHS

A. Reorganizations and Reductions in Employee Staffing

When required, a reorganization or reduction in employee ~~overhead~~staffing may be accomplished by layoffs, mandatory involuntary reduction in hours, voluntary part time schedules, or short-term furloughs without pay. ~~The Executive Director will determine the method to be used for reorganizations and to reduce employee~~ ~~overhead~~staffing.

B. Definitions

1. Layoff. A layoff is the involuntary permanent separation of an employee from the Authority because of lack of work, lack of funds, reorganization of positions or duties, or other reasons determined by the Executive Director to be in the best interest of the Authority.
2. Furlough. A furlough is the involuntary temporary separation of an employee from the Authority because of lack of work, lack of funds, or other reasons determined by the Executive Director to be in the best interest of the Authority. A furlough may be implemented to cover several non-continuous periods during the fiscal year. With the exception of the 2-week written notice requirement specified below, the terms of this policy shall not apply to a furlough.
3. Reduction of Hours. A reduction of hours is a mandatory or voluntary reduction in the number of scheduled hours for a position during a work week either on a temporary or permanent basis. Depending upon the amount of hours worked by the employee, the employee may ~~have fall below the requisite full-time hours and into the category of~~ part-time ~~status~~employee. ~~With the exception of the 2-week written notice requirement specified below, the terms of this policy shall not apply to the reduction of hours.~~

C. Decision Process

The Executive Director shall have full discretion to determine the department in which the reorganization or reduction is to be made and the number and classes of positions to be impacted and the employees to be impacted.

D. Notice of Action

The Authority shall provide affected employees with two (2) weeks written notice of the effective date of any action taken pursuant to this policy.

E. Order of Layoff

When it is necessary to lay off employees, the Executive Director shall prepare or cause to be prepared a list of the order of layoff based on the reasons for the layoff and the needs of the Authority.

F. Seniority for Purpose of Layoff, Displacement and Involuntary Reduction in Hours

Seniority rights for purposes of this policy shall be available only to Authority employees who have attained regular employment status. ~~Seniority may be one factor that the Authority takes into consideration~~ considers when determining the order of layoff, displacement, or involuntary reduction in hours.

For purposes of seniority under this policy only, an employee who is laid off by the Authority and rehired to a regular position within two (2) years of the date of the layoff shall be deemed to be continuously employed by the Authority only as a measure by which to calculate their seniority. However, no seniority credit shall accrue while an employee has been laid off and is not working for the Authority.

XII. RESIGNATION AND RETIREMENT

A. Resignation

An employee who desires to terminate their employment shall submit a signed letter of resignation or retirement to the Executive Director or their designee. The Authority would appreciate notice at least two (2) weeks prior to the effective date of such resignation or retirement. The Executive Director, or their designee, shall have the authority to accept letters of resignation or retirement, and such letters shall be deemed accepted upon receipt by the Executive Director or their designee, or the employee's supervisor.

XIII. GRIEVANCES

A. Grievance Procedure

The Authority recognizes that rapid grievance settlement is desirable and herein establishes a method for such settlement of employee grievances.

A grievant is an employee with an alleged grievance. A grievance is an alleged misinterpretation, violation, or misapplication of these policies and procedures which affect the wages, hours or working conditions of the employee. Specifically excluded from the grievance procedure are dismissals, suspensions or other disciplinary actions.

This grievance procedure is intended to provide a progressive series of steps through which employees may present grievances, with the aim of resolving grievances at the lowest administrative level consistent with the relative management representatives' authority.

Each employee and/or their representative shall be free from restraint, interference, coercion, discrimination or reprisal in utilizing this procedure.

~~A grievant is an employee with an alleged grievance. A grievance is an alleged misinterpretation, violation, or misapplication of these policies and procedures which affect the wages, hours or working conditions of the employee. Specifically excluded from the grievance procedure are dismissals, suspensions or other disciplinary actions.~~

1. Informal Resolution. Within ten (10) calendar days of the occurrence or discovery of an alleged grievance, the grievant may informally discuss the grievance with the immediate supervisor.

2. Formal Grievances. If the grievance is not settled through informal discussion, the grievant may file a formal grievance within twenty (20) calendar days of the ~~occurrence or discovery~~ informal discussion of ~~an~~ the alleged grievance. The formal grievance shall be presented by the ~~aggrieved~~ grievant in writing to their Department Head. The grievance ~~form~~ shall contain information which:

- a. Identifies the aggrieved.
- b. Contains the specific nature of the grievance.
- c. Indicates the date, time and place of its occurrence.
- d. States the provision of the policies alleged to have been violated, improperly interpreted, applied or misapplied.
- e. Indicates the consideration given or steps taken to secure informal resolution including the date of informal discussion.
- f. States the corrective action desired.

A decision by the Department Head shall be made in writing within ten (10) business days of receipt of the grievance.

3. If the grievant is not satisfied by the Department Head's decision, the grievant may appeal ~~such~~ the decision ~~to the Human Resources Director~~ by filing a written request ~~with~~ to the Human Resources Director within seven (7) business days of receipt of the decision of the Department Head.

A decision by the Human Resources Director shall be made in writing within ten (10) business days of receipt of the grievance.

4. If the grievant is not satisfied by the Human Resources Director's decision, the grievant may appeal ~~such~~ the decision to the Executive Director by filing a written request with the Executive Director within seven (7) business days of receipt of the decision of the ~~Department Head~~ Human Resources Director.

The Executive Director shall render a written decision to the employee within ten (10) business days of ~~the receipt~~ receipt of the written appeal. Copies of the decision shall be provided to the employee, the employee's representative, if any, the Department Head, and the Human Resources Director. The decision of the Executive Director shall be final.

B. General Provision

1. Time limits specified in the processing of grievances may be waived by mutual written agreement of the grievant and the decision maker at the specific grievance step within which the grievance rests.

2. If an employee does not present their grievance or does not appeal the decision rendered regarding their grievance within the time limits, the grievance shall be considered resolved.

3. If the Department Head does not respond within the time limits provided, the aggrieved may proceed to the next step of this grievance procedure.

4. In the event either the responding employee and/or designated representative, their supervisor/department head, and/or Executive Director is on paid leave, approved leave of absence without pay, or on assignment out of the jurisdiction for one day or more, the period of response for that party shall be extended for the period of such absence, following notification to the other party within the running time limit. This provision shall not extend the time in which an employee must file the initial formal grievance.
5. A copy of the grievance ~~form~~ shall be forwarded to the Executive Director when the formal grievance is filed.
6. ~~In the event of an unusual number of grievances being filed, the Executive Director may consolidate like grievances and/or temporarily suspend grievance processing on a department-wide or Authority-wide basis.~~

XIV. DISCIPLINARY ACTIONS AND PERFORMANCE IMPROVEMENT

A. Disciplinary Actions and Performance Improvement Notices and Plans

This policy relates to the implementation of disciplinary actions and the process of documenting the need for Performance Improvement ~~of for~~ regular employees whose job performance, actions, or behavior fall below acceptable standards. ~~The Authority does not follow a specific~~ is not obligated to issue discipline in a progressive disciplinary format manner, but rather reserves the right to issue ~~any type of a~~ disciplinary notice up to and including termination of employment in response to poor any conduct or performance, including but not limited to conduct that violates the policies contained herein issue up to and including termination of employment. ~~The Executive Director has the authority to choose to utilize any type of issue a disciplinary notice in response to a the conduct or performance issue concerns as described above in the Executive Director's sole discretion.~~

Employees may be reprimanded, dismissed, suspended, reduced in compensation, demoted or otherwise disciplined by the Authority for policy violations or performance issues.

~~B. Authority~~

~~Employees may be reprimanded, dismissed, suspended, reduced in compensation, demoted or otherwise disciplined by the Authority for conduct policy violations or performance issues.~~

C-B. Causes for Disciplinary Actions and Performance Improvement Notice

The following may be considered as causes for discipline ~~and or~~ reasons for a performance improvement notice, or performance improvement plan, although there may be other causes creating a need for performance improvement notice and further action up to and including termination. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of ~~infractions conduct~~ that may result in ~~the need to communicate~~ performance improvement expectations or additional action such as suspension, demotion or termination of employment:

1. Fraud in securing appointment.
2. Incompetence or inefficiency.
3. Inexcusable neglect of duty.
4. Failure to comply with management's directions regarding job duties.

5. Unauthorized or wasteful use of public funds, supplies, and equipment.
6. Consumption and/or use of alcoholic beverages, narcotics, drugs, or other intoxicants during working time, on Authority premises or in a manner that interferes with job performance, or reporting for work under the influence of any of the same.
7. Current unlawful use or possession of controlled substances.
8. Violation of the attendance policy.
9. Engaging in any unlawful conduct during working time or on Authority premises.
10. Unethical treatment of the public or other employees.
11. Willful violation of Authority policy or regulations.
12. Negligent or willful damage or risk of damage, or use of Authority property in violation of Authority rules or applicable law.
13. Lack of integrity in completing job duties.
14. Dishonesty or fraud in completion of job duties.
15. Failure to maintain satisfactory working relationships with the public, other public agencies, and other employees.
16. Failure to report to duty at the assigned time and place, unless the reason is legally protected.
17. Violation of the confidentiality policy.
18. Falsification of employment records, employment information, or other records.
19. Failing to observe working schedules, including rest and lunch periods.
20. Working overtime without authorization..
21. Provoking a physical fight or physical fighting during working hours and/or on premises owned or occupied by the Authority.
22. Carrying firearms at any time on premises owned or occupied by the Authority.
23. Violation of the Authority's harassment, discrimination or retaliation policies.
24. Any conflict of interest in carrying out job duties.

D.C. Types of Disciplinary Action

~~Notices may be issued in any order at the Authority's sole discretion.~~ [The below represents a scaled list of disciplinary actions, from lowest to highest form of discipline. However, the Authority is not bound by the progressive nature of this list and may issue discipline at any level that fits the conduct being disciplined.](#)

1. Verbal notice. A formal discussion with an employee about performance or conduct ~~problems~~concerns. This ~~action~~verbal discussion may be documented by the supervisor or Department Head in memorandum form with a copy given to the employee.
2. Written performance improvement ~~notice~~plan. A written ~~report~~performance improvement plan presented to an employee by the Department Head regarding performance or conduct ~~problems~~concerns. The plan will identify areas of concern and expected improvement in addition to review and timeline for improvement. Copies of the performance improvement plan will be kept in the employee personnel file and provided to the employee. A One copy shall be provided to the employee and another copy shall be filed in their official personnel file. Within five (5) business days following receipt of a written performance improvement notice, an employee shall be permitted to file a written response, the original being directed to the Department Head and a copy filed in the employee's official personnel file.
3. Salary Reduction. A reduction in pay from the employee's current step within a pay range to any lower step within the same range.
4. Demotion. Reduction from a position in one class to a position in another class having a lower salary range allocation, which may result in a salary reduction.
5. Suspension. An involuntary suspension from work without pay for a period not to exceed six (6) months.
6. Dismissal. Discharge or removal from employment with the Authority.

E.D. Service of Notice of Intended Disciplinary Action (“Notice of Intent”) and Notice of Disciplinary Action

Except in cases of verbal or written improvement notice, written notice of ~~the other types of actions~~Salary Reduction, Demotion, Suspension, or Dismissal shall be served as set forth below. The date of such delivery shall initiate the period in which an appeal may be filed.

1. When possible, notice shall be served by personal delivery to the employee at the worksite.
2. If personal delivery to the employee at the worksite cannot be accomplished, notice of the intended disciplinary action shall be served by emailing a copy by secure email service or mailing a copy of the notice by regular first class United States mail, postage prepaid, to the employee at the last known address that the employee provided to the Authority. ~~Such mailed notice shall be deemed to have been received by the employee five calendar days after dispatch by the Authority for purposes of computing the time limit for filing an appeal. If notice is mailed pursuant to this paragraph, and if the employee resides within the County of Santa Cruz, the Authority shall also deliver a copy of the notice to the employee’s residence. The Authority may leave such copy in a mailbox, with a competent member of the household, or on the door of the residence.~~

F. Notice of Intent and Notice of Disciplinary Action

1. Except in cases of verbal and written notice of performance improvement, a written Notice of Intent shall be served on the employee at least five (5) business days prior to ~~dispatch~~issuance of the Notice of Disciplinary Action ~~ef~~for Salary Reduction, Demotion, Suspension, or Dismissal-.
 - a. Prior to the effective date of the disciplinary action provided in the Notice of Intent, the employee and/or their representative shall have the right and opportunity to respond either verbally or in writing at a *Skelly* meeting, which shall be conducted within five (5) business days of request by

employee or within a reasonable time as agreed upon between the Authority and the employee and his or her representative. The *Skelly* review officer shall be appointed by the ~~Housing~~ Authority, and shall provide a brief written summary of the meeting to the Executive Director and a conclusion as to whether there are reasonable grounds for believing that the employee engaged in the alleged performance issue or misconduct, and whether the performance issue or misconduct supports the proposed sanction.

- b. At the expiration of the period of time to respond to the Notice of Intent or upon receipt of the *Skelly* officer's report, if the Authority determines that discipline should be imposed, a written Notice of Disciplinary Action shall be served on the employee. ~~The~~ Notice of Disciplinary Action shall advise the employee of the disciplinary determination arising out of the *Skelly* meeting and of the employee's right to appeal the Notice of Disciplinary Action through the appeal process set forth in Section G below. ~~If~~ the employee elects to appeal, the employee must provide written notice to the Executive Director, ~~within~~ receiving within seven (7) business days of receiving the Notice of Disciplinary Action.

2. The Notice of Intent and the Notice of Disciplinary Action shall both be filed in the employee's personnel file. The Notice of Intent shall state, at minimum, the following:

- a. ~~A statement of t~~The nature of the disciplinary action, ~~and~~ the effective date of the action.
- b. ~~A statement of the~~ The charges upon which ~~are~~ the disciplinary cause of the action is based.
- c. In ordinary and concise language, the act or omissions, or other reason(s) upon which the charges are based.
- d. A listing of the documents and/or records relied upon to support such charges, without disclosing any privileged or confidential information ~~disclosed as necessary~~.
- e. A statement advising the employee of their right to representation.
- f. A statement advising the employee of their right to respond to the Notice of Intent, either verbally or in writing, within five (5) business days of issuance of the notice.

3. If necessary for the safe and efficient operation of the Authority or the safeguard of public property, as determined by the Executive Director, suspension may be made effective immediately.

G. Appeal of Dismissals, Major Suspensions, Reductions and Demotions

Any regular employee subject to these policies and procedures shall have the right to appeal their dismissal, major suspension (more than five days), salary reduction, or demotion as follows:

1. Within seven (7) business days after service of the Notice of Disciplinary Action, the employee may appeal the ~~action~~ decision to the Executive Director by filing a written notice requesting an appeal meeting with the Executive Director. ~~The~~ filing of an appeal shall not stay or delay the disciplinary action.

Upon receipt of the request for the appeal, the Authority, through its counsel or representative, will coordinate with the employee, through their counsel or representative, to select a neutral hearing officer to hear the appeal. The parties may mutually agree upon the selection of a hearing officer, or if they are unable to agree, the parties shall request a list of seven labor hearing officers provided by the State Mediation and Conciliation Service (SMCS). ~~The~~ parties will specify, in their request to

SMCS, that the hearing officers on the list must be members of the National Academy of Arbitrators. The hearing officer shall then be selected by the parties using the alternate strike method. The last remaining name shall serve as the hearing officer. If [the parties are](#) unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin.

2. Within 30 calendar days from the filing of the appeal, or later if the parties agree to a later date, the hearing officer shall commence a hearing on the matter. If either party wishes to have a transcript of the hearing, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally. ~~The expenses of the hearing officer may be shared equally by the parties. However, if the employee elects not to share in the expenses of the hearing officer, the expenses of the hearing officer~~ shall be borne by the Authority.

~~2.3.~~ The hearing need not be conducted according to technical rules ~~relating to~~ evidence ~~and witnesses~~. Any non-privileged relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection ~~in civil actions~~ [under the technical rules of evidence](#). All appropriate actions will be taken to protect confidential information from disclosure outside of the Authority ~~and or~~ to people who do not have a legitimate reason to know of the confidential information. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in ~~and of~~ itself to support a finding, unless it would be admissible over objection ~~in civil actions~~ [under the technical rules of evidence](#). ~~Within five (5) business days of completion of the hearing, or later if the parties agree to a later date, the hearing officer shall render an advisory opinion on the appeal to the Executive Director to either affirm, modify, or revoke the order of discipline.~~ The [employee](#) appellant may appear personally, produce evidence, present and cross-examine witnesses, and be represented by counsel ~~upon request~~ [if the employee appellant so chooses to retain counsel](#). If the appellant requests a later hearing date or a continuance, the appellant shall be deemed to have waived any claim for additional compensation as a result of the delay in the event the appellant is ordered reinstated or the discipline is reduced.

~~3.4.~~ Within five (5) business days of completion of the hearing, or later if the parties agree to a later date, the hearing officer shall render an advisory opinion on the appeal to the Executive Director to either affirm, modify, or revoke the order of discipline. The Executive Director shall [review the advisory opinion by the hearing officer and](#) render a written decision on the appeal of the disciplinary action to the [employee](#) appellant within ten (10) business days of the receipt of the hearing officer's advisory opinion. Copies of the decision shall be provided to the employee and the employee's representative. The decision of the Executive Director on the disciplinary action shall be final.

H. Procedure Relating to Criminal Action

The Authority may take disciplinary action when criminal charges are pending against an employee. However, where the facts alleged in the Notice of Disciplinary Action regarding dismissal, demotion, suspension or salary reduction constitute a crime, or where the employee has been charged with a crime arising out of the same transaction, and the employee has appealed the disciplinary action as provided herein, the employee may, at any time at least three (3) business days before the date of the hearing before the hearing officer, request a continuance of their hearing for a reasonable period to determine whether a criminal charge will be filed or until after termination of the criminal case. Such a request must be accompanied by the employee's written waiver of salary and other employment benefits for the period of that continuance in case the discipline is overturned or reduced.

XV. MISCELLANEOUS

A. Continuing Education

The Authority recognizes the benefits of education and encourages employees to take their own initiative to pursue education, which will improve skills related to their current positions or provide skills for career advancement. Employees should check with their department Director when taking any ~~job-related~~job-related training or classes that may qualify to be paid for by the Authority if directly related to their current or future role with the ~~agency~~Authority. The Authority may allow the use of paid vacation leave hours for educational pursuits approved by the Executive Director. This may be in addition to training courses or conferences required ~~by~~ and paid for by the Authority.

B. Professional Growth Program

~~Insofar as practical, it is understood that e~~Employees ~~shall beare~~ encouraged to take part in Authority workshops and seminars insofar as practical. Employees ~~shall will~~ also be ~~allowed~~ provided with travel allowances when attending out-of-jurisdiction conferences with the advance approval of the Authority.

C. Employee Educational Assistance & Tuition Reimbursement

If sufficient funds are available, Housing Authority staff are eligible to participate in the tuition reimbursement program for a total or partial reimbursement, up to \$3,000 reimbursed per employee per calendar year, provided the Executive Director or designee determines that the education and/or training is:

1. Aligned with the employee's occupational area, or has otherwise demonstrated value to the Housing Authority; ~~AND is.~~
2. Obtained through an accredited education institution or certificate program.

Application for Educational Assistance/Tuition Reimbursement Procedure

Employees interested in participating in the program must submit a completed application for Educational Assistance/Tuition Reimbursement to the Administrative Services Director at the time of enrollment into a course or program.

Reimbursement and Restrictions

Reimbursement, if approved, shall be made when the employee completes the course or training and receives a passing grade of C or better or passing certification, as appropriate. Reimbursement will be restricted to registration fees for tuition costs and books listed in the course description as required to complete the class or course.

D. Travel Policy

1. Travel Authorization. Employees are required to submit receipts for travel-related expenses. All travel expenses shall be subject to prior authorization by the Executive Director.
2. Overnight Travel. Employees of the Authority shall be reimbursed for travel expenses in accordance with the Authority's "Travel Procedure" (#4010) found on the employee intranet.
3. Private Vehicle Mileage. An employee shall be reimbursed for use of a privately owned vehicle for official Authority business based on the current mileage rate established under IRS regulations. An employee's commute to and from work is not reimbursable.

Reimbursement to the employee shall be made by the Authority monthly, upon submission of a Mileage Expense Voucher [located on the employee intranet](#) by the employee.

Reimbursement at the IRS rate shall be deemed to be full compensation for the costs of using private vehicles, including insurance, insurance deductibles, repairs, gas, and depreciation, ~~and e.~~ Employees shall be entitled to no additional compensation for the use of their vehicles.

4. Vehicle Use Requirements: Liability Insurance. Employees who drive private vehicles shall be required to have general automobile liability and property damage insurance, with limits not less than those required by State law, for any vehicle used on Authority [property or for Authority](#) business.

Employees who use privately owned vehicles for Authority business are fully and directly responsible for bodily injury and/or property damage to others resulting from such privately owned vehicle use.

Employees who drive any vehicle on Authority [property or for Authority](#) business (whether private or Authority-owned) must have a current valid Driver's License and state-required insurance. ~~Employees shall show proof of a current valid Driver's License and insurance upon request of the Authority. Employees who drive on Authority [property or for Authority](#) business without a current valid Driver's License and required insurance, shall,~~ in addition to being subject to disciplinary action, [shall](#) not be entitled to mileage reimbursement. By using any vehicle on Authority [property or for Authority](#) business, each employee consents to being entered by the Authority into the California DMV's pull-notice program, [and the Authority will maintain a fully executed DMV Form INF 1101 on file.](#)

E. Official Recommendations and References

All official requests for employment recommendations and references on behalf of the Authority shall be answered by the Executive Director or their designee and shall include the following information only: Title of each position held, beginning and ending dates of service in each such position. If you authorize disclosure in writing, ~~we the Authority~~ will also provide rates of pay received for each ~~such~~ position [held](#). Narrative references, written or verbal, shall not be provided in response to an official request for a recommendation or reference on behalf of the Authority. Employees may retain and provide copies of their performance evaluations for reference purposes. Employees are prohibited from responding to official requests for reference on behalf of the Authority for other employees. Responding to an official request on behalf of the Authority can result in disciplinary action.

F. Return of Property

Employees are required to return all Authority property that is in their possession or control in the event of termination of employment, resignation or layoff, or immediately upon request. No information belonging to the Authority may be copied for the employee's use. The Authority may also take all action deemed appropriate to recover or protect Authority property.

G. Workplace Violence

The safety and security of employees is of vital importance to the Authority. Therefore, the Authority has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect Authority employees or that occur on the Authority's premises will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Authority, including, but not limited to, Authority employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Authority's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Authority premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Authority premises involving someone who is acting in the capacity of a representative of the Authority;
- ~~Threats or acts of violence occurring off Authority premises involving an employee if the threats or acts affect the business interests of the Authority;~~
- ~~All threats or acts of violence occurring off Authority premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Authority premises;~~ and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Authority, or an individual performing services for the Authority on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence ~~when the act or conviction adversely affects the legitimate business interests of the Authority.~~

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of the Authority or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. –Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. ~~To that end, e~~ Employees are encouraged to immediately report any incident that violates this policy to a supervisor or manager.

H. Injury and Illness Prevention Program

The health and safety of employees and others on Authority property are ~~of a critical concern-priority~~ to the Authority. We strive to attain the highest possible level of safety in all activities and operations. ~~The Authority also intends to comply~~ This includes compliance with all health and safety laws applicable to our business.

~~To this end, t~~ The Authority must also rely upon employees to help keep work areas safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. ~~You~~ Employees should report any unsafe conditions or potential hazards to ~~your~~ their supervisor immediately; even if ~~you~~ the employee believes ~~you to~~ have corrected the problem. If ~~you~~ an employee suspects ~~that~~ a concealed danger is present on the Authority's premises, or in a product, facility, piece of equipment, process, or business practice for which the Authority is responsible, the employee must immediately bring ~~it~~ the concern to the attention of ~~your~~ their supervisor ~~immediately~~.

Additionally, the Authority has developed a written Injury and Illness Prevention Program (IIPP) as required by law. A copy of the IIPP is available for ~~your~~ employee review ~~from in the~~ Human Resources Department. In addition to attending any training required by the Authority, it is ~~your~~ the employee's responsibility to read, understand and observe the IIPP provisions applicable to ~~your~~ their respective job.

XVI. SEVERABILITY

If any section, subsection, or other part of this policy is for any reason held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this policy.

XVII. REVISION OF POLICY AND PROCEDURES

These policies and procedures may be revised or amended at any regular meeting of the Board of Commissioners by a majority vote of the Board of Commissioners.

XVIII. ACKNOWLEDGEMENT AND RECEIPT

I acknowledge that I have received and read a copy of the Authority's Personnel Policies and Procedures (also called the "Personnel Policies") dated _____, ~~2023~~2026. I understand that these Personnel Policies sets forth the terms and conditions of my employment with the Authority as well as the duties, responsibilities and obligations of employment with the Authority. I understand that the Authority has provided me various alternative channels [including anonymous and confidential channels] to raise concerns of violations of these Personnel Policies and other Authority policies and procedures, and encourages me to do so promptly so that the Authority may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in these Personnel Policies.

I further acknowledge that the Authority reserves the right to revise, delete and add to the provisions of these Personnel Policies, but that all such revisions, deletions or additions must be in writing. No verbal statements or representations can change the provisions of these Personnel Policies. I understand and acknowledge that nothing in these Personnel Policies or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), ~~National Labor Relations Board ("NLRB")~~Civil Rights Department ("CRD"), or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in these Personnel Policies should be construed to interfere with any employee rights provided under state or federal law, ~~including Section 7 of the National Labor Relations Act.~~

I have read and understand the above statements.

Employee Signature

Print Name

Date

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

XIX. EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.




The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

AGENDA ITEM SUMMARY

MEETING DATE: June 24, 2026

ITEM NUMBER: 6A

FROM: Deputy Executive Director

SUBJECT: Agency Budget for FY 2026-2027

RECOMMENDATION: Resolution 2026-02: Adopting the Fiscal Year 2026-2027 Agency Budget for the Housing Authority of the County of Santa Cruz

BACKGROUND SUMMARY:

We are pleased to present the proposed FY2026-2027 budget for the Housing Authority of the County of Santa Cruz. Of the Agency's five program groups listed on page 20 (Section 8, Federal Housing, Federal Grants, Local Programs, and Business Activities), none of the program groups have anticipated budget deficits for the coming year. It's a positive sign for the Agency's revenue sources to align with each program's financial need since surplus funding is generally restricted for the sole benefit of a given program and cannot be used to supplement funding deficits in other program areas with the exception of Moving-to-Work (MTW) fungibility.

The Business Activities program group (Page 41), Federal Housing (Page 30), and Section 8 program group (Page 22) are projected to generate the majority of the overall Agency-wide surplus of \$3,386,633. The \$2,082,782 budgeted surplus for the Business Activities program group is a result of interest earned on reserve funds and interest earned on loans to New Horizons for Natural Bridges and Casa Pajaro. Additionally, the commercial rental income generated by the Authority owned buildings on Mission Street and 41st Avenue serves as a fully unrestricted source of revenue.

The Section 8 program group includes the Housing Choice Vouchers (HCV), Emergency Housing Vouchers (EHV), Mainstream Vouchers, and Moderate Rehabilitation units. Last year, HUD announced that the cost of funding the EHV program exceeded original projections at the national level and was not sufficient to provide ten years of funding as originally anticipated. HUD funding for the EHV program is expected to be depleted at the end of 2026. The loss of the EHV program broadly impacts leasing activity and funding for the current fiscal year and the following Fiscal Year 2027-28. The agency suspended selecting applicants from the HCV waiting list in March 2025 to create voucher capacity to absorb EHV's into the HCV program. Based on our current EHV program size, along with known PBV opportunities and a predictable level of attrition, staff expect approximately 175 EHV households to be absorbed into the HCV program prior to the end of December 2026. Overall voucher units leased will decrease modestly over the course of the fiscal year, as program attrition continues to outpace new PBV projects coming online. Despite the overall reduction in families assisted, the absorption of EHV families into the HCV program will bring the Agency's voucher utilization rate above 100%, as the EHV units are removed from our Annual Contributions Contract (ACC) and the denominator of the utilization rate. As an MTW agency, we are authorized to lease-up in excess of our ACC, to the extend

funding allows. The Agency’s budget reflects this overall decrease in units leased, with approximately 5,791 households receiving assistance by the end of the upcoming fiscal year.

The quarterly voucher program lease-up projections and the corresponding Housing Assistance Payments (HAP) are listed in the table below:

	Sept 2026	Dec 2026	Mar 2027	Jun 2027
Unit Count	5,855	5,834	5,836	5,791
HAP	\$ 13,628,412	\$ 13,717,180	\$ 13,843,797	\$ 13,854,526

Section 8 admin fees provide the majority of the Agency’s overall administrative funding. A monthly per unit admin fee is earned for every family that is housed. For the past few years, HUD has increased the per unit admin fee to reflect a higher overall inflation. That trend continues for calendar year 2026 with the per unit admin fee rate increasing by 3.9%. Admin fee funding is also impacted by admin fee proration levels which reduce the full per unit admin fee funding that HUD has historically used as the benchmark level of funding for housing authorities to efficiently operate a voucher program. The proposed budget was prepared using a slightly conservative administrative fee proration level of 88% for the entire 12 months of the fiscal year. Please refer to the chart on page 5 for historical admin fee proration levels. Even slight changes to the admin fee proration level can have a significant impact on the Agency’s ability to cover the administrative costs of operating the voucher programs. For this reason, the Agency strives to generate a budget surplus in the Section 8 program group on an annual basis to create admin fee reserves that can be drawn upon during years with budget deficits when admin fee prorations are especially severe. Despite these conservative assumptions related to admin fee proration levels, the proposed budget forecasts a surplus of \$581,083 for the Section 8 program group.

Moving-To-Work (MTW) funds that are typically available for development activity during the funding cycle relate to the portion of excess HCV funding which remains after addressing HAP related expenditures. However, funding levels during this budget cycle, particularly the insufficient renewal funding inflation factor, have resulted in all projected MTW funding being allocated to HAP expenditures.

The Federal Housing program group (Page 30) has a projected surplus of \$704,726 as Tierra Alta Farmworker Housing is utilizing its substantial increase in rental income (following the project’s PBV conversion earlier this year) to fund the rehabilitation of the site’s wastewater system. Casa Pajaro was sold to New Horizons during the previous fiscal year so there will be no budgeted activity for that project at the Housing Authority level.

Staffing levels are projected to increase by one-half (0.5) full-time equivalent (FTE) when comparing the budgeted positions from FY2025-26 to FY2026-27 on Page 13. The agency’s proposed budget includes a 3.5% Cost of Living Adjustment (COLA) for staff effective at the beginning of the fiscal year. The proposed COLA aligns with inflationary trends over the last year in the SF Bay Area based on the Consumer Price Index (CPI) conducted by the U.S. Bureau of Labor Statistics. Adjusting salaries to be aligned with CPI trends will help minimize major salary adjustments during the next salary comparability study.

Despite ongoing uncertainty surrounding federal funding levels and the anticipated sunset of the EHV program, the Housing Authority remains in a strong financial position. The proposed FY 2026-2027 budget projects an overall agency-wide surplus of approximately \$3.4 million, with all major program groups expected to operate without deficit. The Agency continues to benefit from stable unrestricted revenue generated through its business activities and maintains approximately \$6.9 million in Section 8 administrative fee reserves. Combined with the financial flexibility afforded through MTW designation, these resources position the Agency to successfully navigate current funding challenges while continuing to provide critical housing assistance and services to the community.

RECOMMENDATION: Resolution 2026-02: Adopting the Fiscal Year 2026-2027 Agency Budget for the Housing Authority of the County of Santa Cruz

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
RESOLUTION NO. 2026-02**

**A RESOLUTION OF HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
HERE ADOPTING THE FISCAL YEAR 2026-2027 AGENCY BUDGET FOR THE
HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ**

At a duly constituted meeting of the Board of Commissioners (the "Board") of the Housing Authority of the County of Santa Cruz held on June 24, 2026, the following resolution was adopted:

WHEREAS, the Housing Authority of the County of Santa Cruz, in accordance with the Regulations of the United States Department of Housing and Urban Development (HUD) prior to the beginning of its Fiscal Year, are required to prepare an Operating Budget, and;

WHEREAS, the Housing Authority of the County of Santa Cruz's Board of Commissioners must review and approve the budget by Resolution each fiscal year, and;

WHEREAS, the Housing Authority of the County of Santa Cruz must submit to HUD, in a time and manner prescribed by HUD by the approved Board Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Agency Budget for Fiscal Year 2025-2026 for the Housing Authority of the County of Santa Cruz be approved.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of County of Santa Cruz, State of California, on June, 24, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson of the Authority

ATTEST:

Secretary of the Authority



Executive Director

Jennifer Panetta

Board of Commissioners

Providence Martinez Alaniz, Chairperson

Annette Melendrez, Vice-Chairperson

Carol Berg

Ligaya Eligio

Annette Melendrez

Silvia Morales

Andy Schiffrin

Richard Schmale

Proposed Budget

2026-2027

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2026-2027
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BUDGET TERMS

TERM	DESCRIPTION	COMMENTS
Administrative Fees	Fees derived from contracts or services	Section 8 admin fees are earned on each HAP contract on the first of each month. Admin fees earned for other programs are received from services provided or derived from a fee schedule or composite labor rate.
Grants/Contracts	Funding from grants or contracts with various agencies to perform specific services.	Includes grant and contracts with local, state, and federal agencies
Rental Income	Rental Income on Housing Authority owned property	Dwelling rental income from HUD and USDA programs and non-dwelling rental income for Housing Authority owned buildings.
Operating Transfers In	Transfer of funds from one program or fund to another	Sources of Operating Transfers In are from reserves funds or funding from outside sources or funds.
Other Income	Income that does not conform to the other categories	Examples include laundry vending receipts, tenant charges for repairs, proceeds from repayment agreements, and interest income.
Housing Assistance Payments (HAPs)	Supplemental rent payments made directly to landlords on behalf of qualified low-income tenants	These are pass-through funds provided by the United States Department of Housing and Urban Development (HUD).
Salaries	Salaries for administrative and maintenance staff	
Employee Benefit Expenses	Payroll taxes and fringe benefits for long-term, permanent staff	Benefits: Health, dental, vision, retirement life, accidental death and dismemberment, short-term and long-term disability. Taxes: Medicare, and unemployment.
Capital Purchases	Equipment purchases and site or building improvements that meet the Agency's capitalization threshold.	These items are capitalized and depreciated over the term of their useful lives. Purchases not meeting the minimum threshold of \$5,000 are expensed when incurred.

BUDGET TERMS

TERM	DESCRIPTION	COMMENTS
Maintenance	Costs of maintenance and repair of buildings and equipment	Included in this category is the maintenance and repair of buildings, appliances, office equipment, service contracts, and utilities.
General Administrative	Items of administrative expense for which no specific account is prescribed in the other categories	Included in this category is the cost of most overhead expenses such as office supplies, postage, telephone, etc. Also includes legal fees, training, travel, audit fees, office lease payments, and insurance.
Tenant Services	Support services, landlord incentives, and security deposit assistance provided to low income participants through federal and local programs.	Includes services or participant assistance provided through contracts with various federal and local jurisdictions and services/programs administered by the HA staff.
Operating Transfers Out	Transfers from one program or fund to another.	Includes transfers to reserve accounts, loans to affiliated entities, and pre-funding of external pension accounts.
Debt Service	Includes principal and interest payments.	Notes are secured by the underlying properties.

Budget Narrative

We are pleased to present the proposed FY2026-2027 budget for the Housing Authority of the County of Santa Cruz. Of the Agency's five program groups listed on page 20 (Section 8, Federal Housing, Federal Grants, Local Programs, and Business Activities), none of the program groups have anticipated budget deficits for the coming year. It's a positive sign for the Agency's revenue sources to align with each program's financial need since surplus funding is generally restricted for the sole benefit of a given program and cannot be used to supplement funding deficits in other program areas with the exception of Moving-to-Work (MTW) fungibility.

The Business Activities program group (Page 41), Federal Housing (Page 30), and Section 8 program group (Page 22) are projected to generate the majority of the overall Agency-wide surplus of \$3,386,633. The \$2,082,782 budgeted surplus for the Business Activities program group is a result of interest earned on reserve funds and interest earned on loans to New Horizons for Natural Bridges and Casa Pajaro. Additionally, the commercial rental income generated by the Authority owned buildings on Mission Street and 41st Avenue serves as a fully unrestricted source of revenue.

The Section 8 program group includes the Housing Choice Vouchers (HCV), Emergency Housing Vouchers (EHV), Mainstream Vouchers, and Moderate Rehabilitation units. Last year, HUD announced that the cost of funding the EHV program exceeded original projections at the national level, and was not sufficient to provide ten years of funding as originally anticipated. HUD funding for the EHV program is expected to be depleted at the end of 2026. The loss of the EHV program broadly impacts leasing activity and funding for the current fiscal year and the following Fiscal Year 2027-28. The agency suspended selecting applicants from the HCV waiting list in March 2025 to create voucher capacity to absorb EHV's into the HCV program. Based on our current EHV program size, along with known PBV opportunities and a predictable level of attrition, staff expect approximately 175 EHV households to be absorbed into the HCV program prior to the end of December 2026. Overall voucher units leased will decrease modestly over the course of the fiscal year, as program attrition continues to outpace new PBV projects coming online. Despite the overall reduction in families assisted, the absorption of EHV families into the HCV program will bring the Agency's voucher utilization rate above 100%, as the EHV units are removed from our Annual Contributions Contract (ACC) and the denominator of the utilization rate. As an MTW agency, we are authorized to lease-up in excess of our ACC, to the extent funding allows. The Agency's budget reflects this overall decrease in units leased, with approximately 5,791 households receiving assistance by the end of the upcoming fiscal year.

The quarterly voucher program lease-up projections and the corresponding Housing Assistance Payments (HAP) are listed in the table below:

	Sept 2026	Dec 2026	Mar 2027	Jun 2027
Unit Count	5,855	5,834	5,836	5,791
HAP	\$ 13,628,412	\$ 13,717,180	\$ 13,843,797	\$ 13,854,526

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proposed budget was prepared using a slightly conservative administrative fee proration level of 88% for the entire 12 months of the fiscal year. Please refer to the chart on page 5 for historical admin fee proration levels. Even slight changes to the admin fee proration level can have a significant impact on the Agency's ability to cover the administrative costs of operating the voucher programs. For this reason, the Agency strives to generate a budget surplus in the Section 8 program group on an annual basis to create admin fee reserves that can be drawn upon during years with budget deficits when admin fee prorations are especially severe. Despite these conservative assumptions related to admin fee proration levels, the proposed budget forecasts a surplus of \$581,083 for the Section 8 program group.

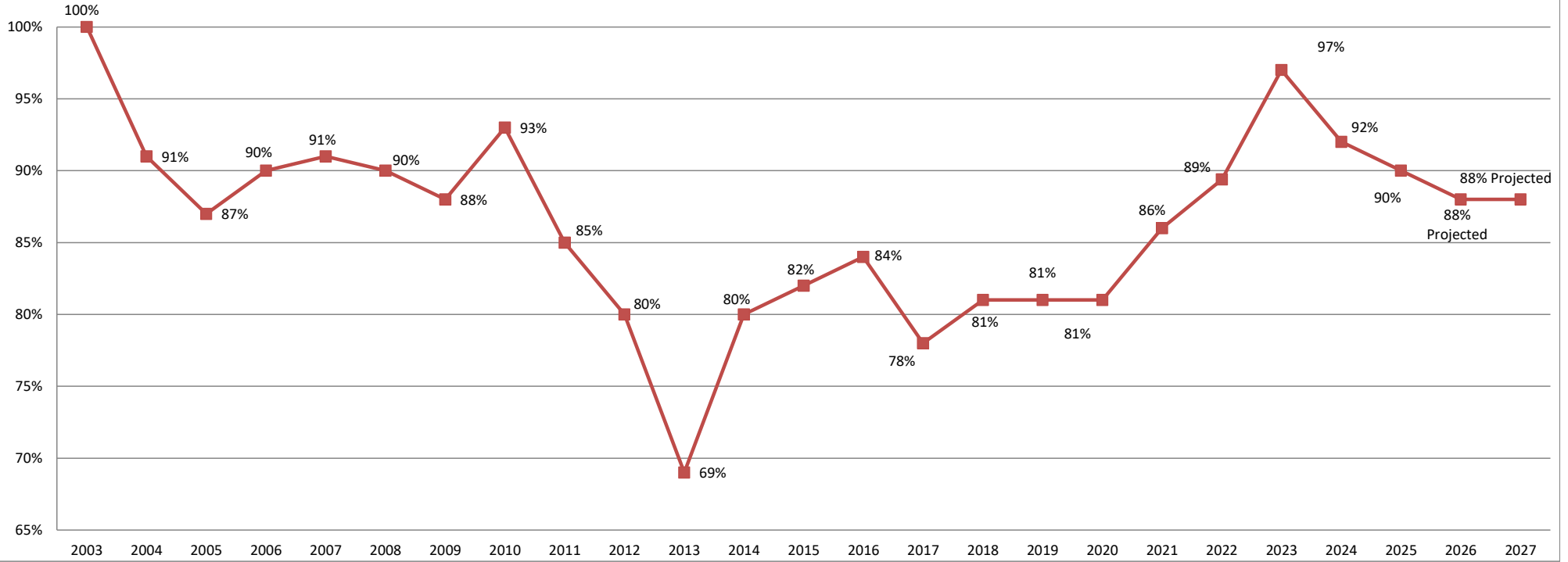
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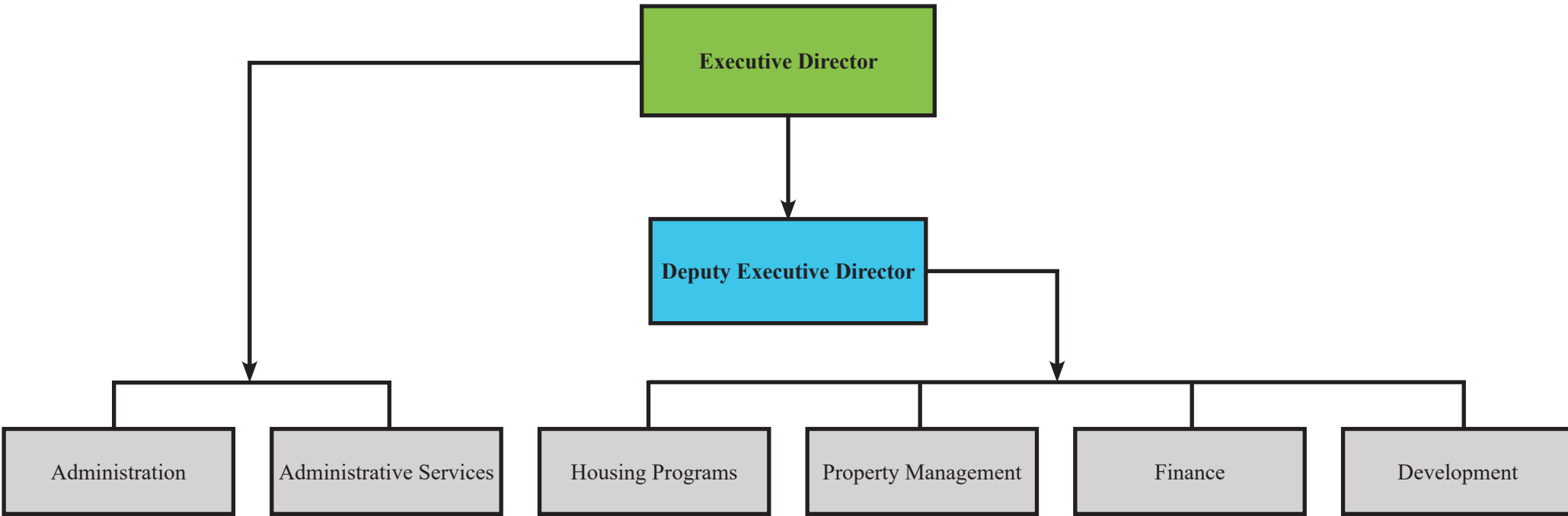
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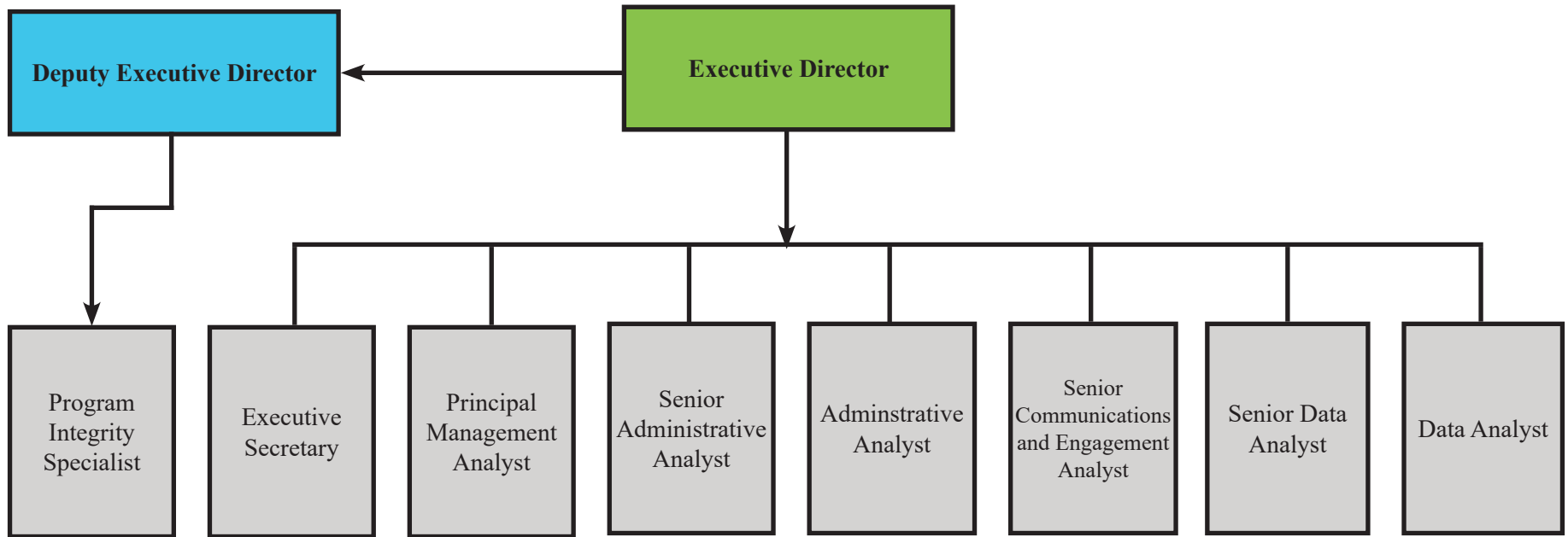
Historical HCV Administrative Fee Prorations from 2003- 2027





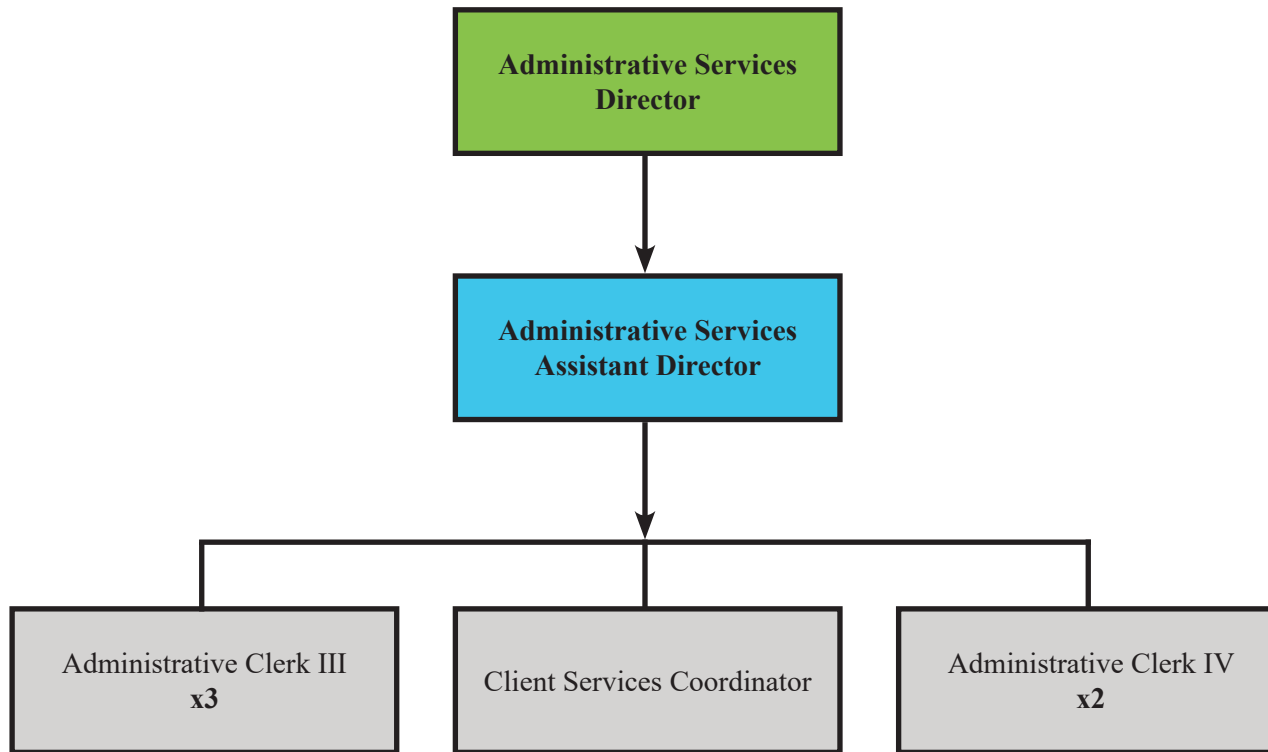


Administration Department



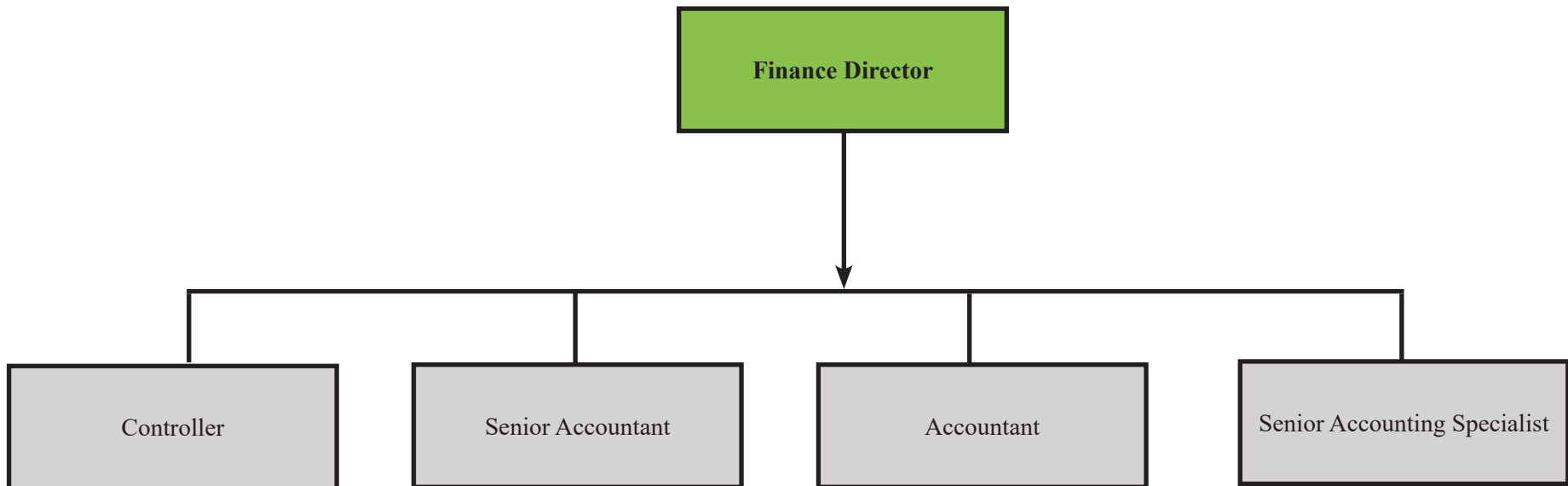


Administrative Services Department



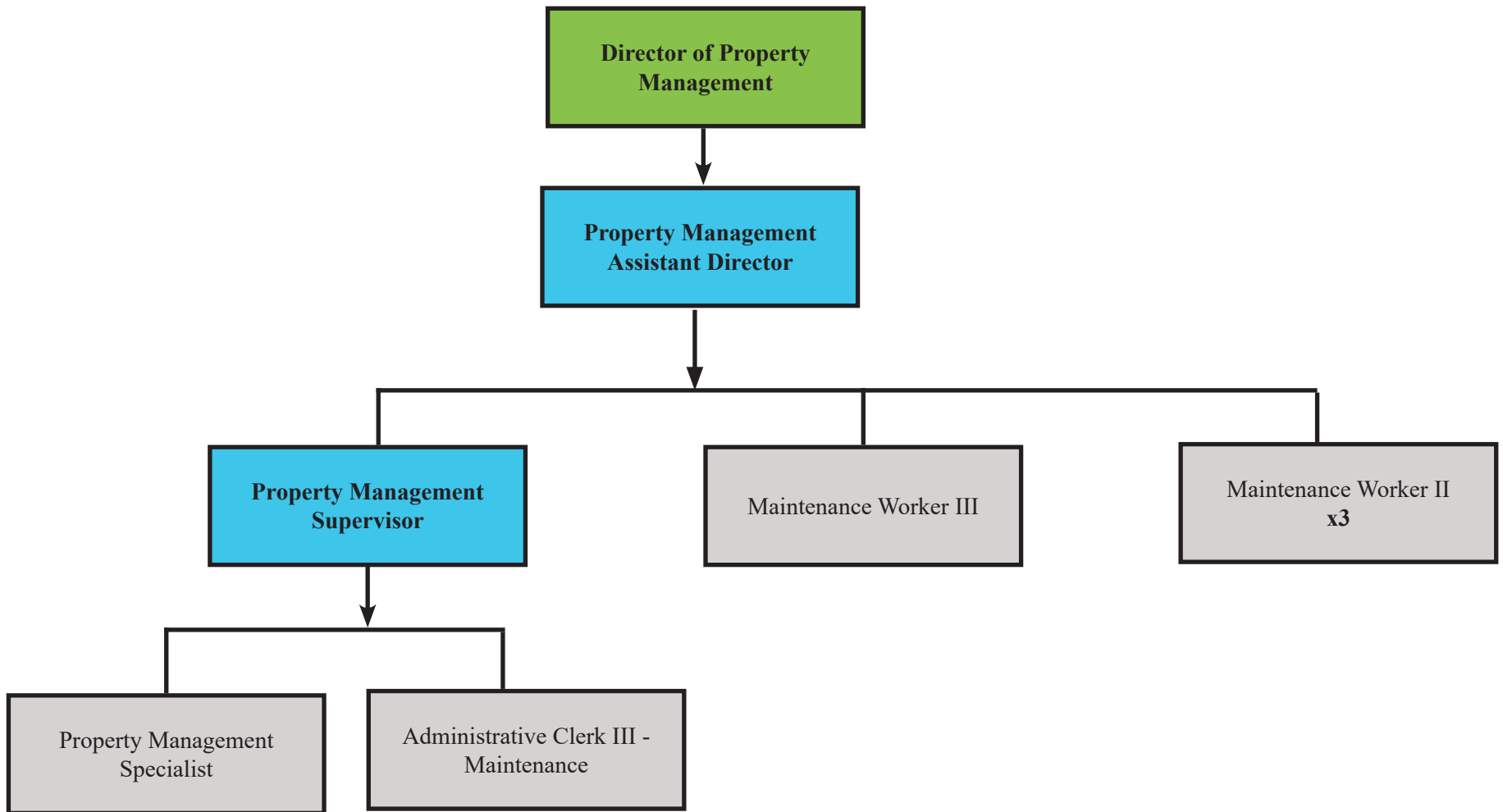


Finance Department



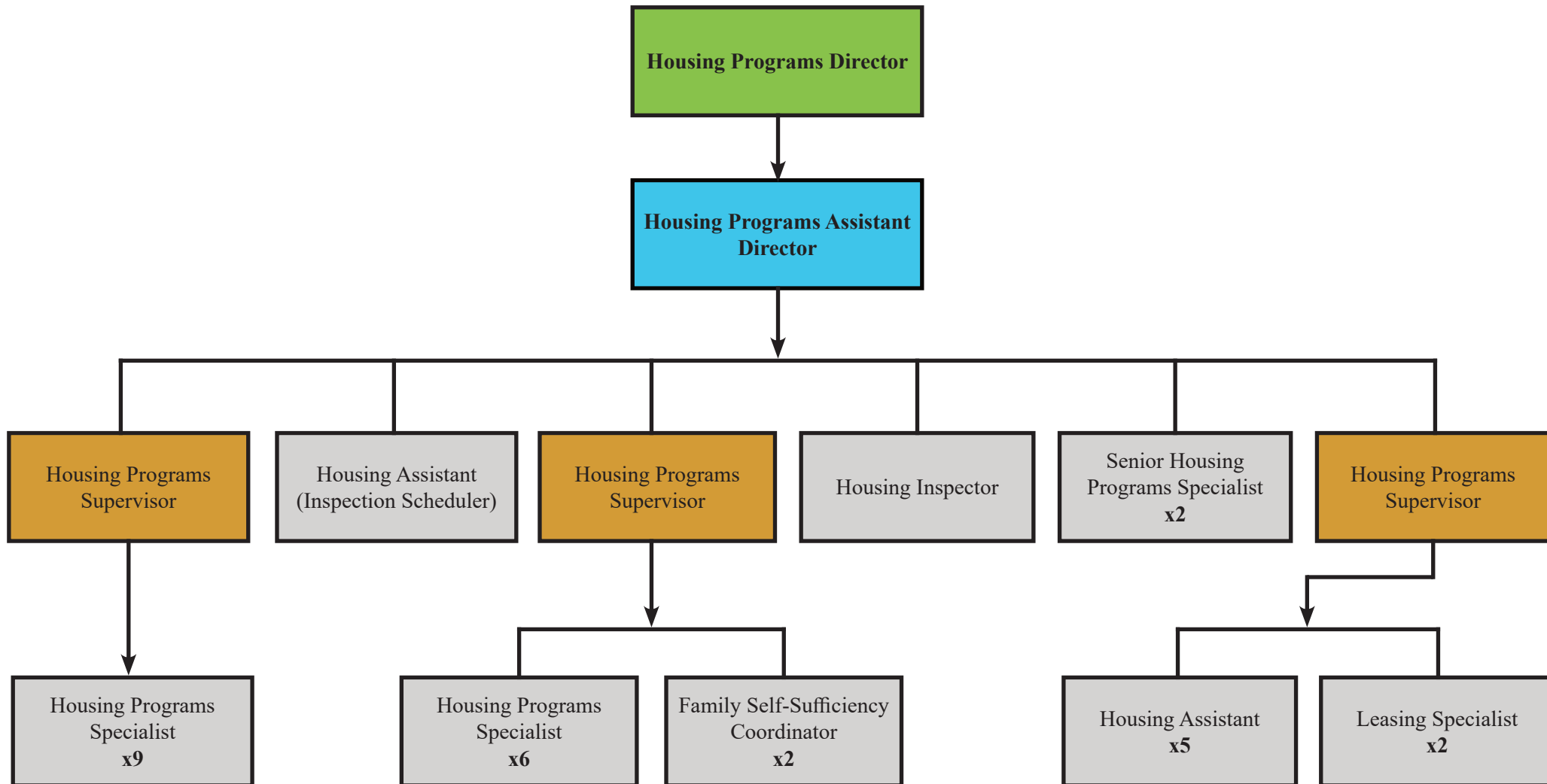


Property Management





Housing Programs Department



**Position Summary
2026-2027**

Administration	
Executive Director	1
Deputy Executive Director	1
Principal Management Analyst	1
Senior Data Analyst	1
Senior Administrative Analyst	1
Administrative Analyst	1
Sr. Communications and Engagement Analyst	1
Data Analyst	1
Program Integrity Specialist	1
Executive Secretary	1

Property Management	
Property Management Director	1
Property Management Assistant Director	1
Property Management Supervisor	1
Property Management Specialist	1
Client Services Coordinator	1
Maintenance Worker III	1
Maintenance Worker II	3
Administrative Clerk III - Maintenance	1

Total Positions (FTE) 65

Administrative Services	
Administrative Services Director	1
Administrative Services Assistant Director	1
Administrative Clerk IV	2
Administrative Clerk III	3

Finance Department	
Finance Director	1
Controller	1
Senior Accountant	1
Accountant	1
Accounting Specialist	1

Housing Programs Department	
Housing Programs Director	1
Housing Programs Assistant Director	1
Housing Programs Supervisor	3
Senior Housing Program Specialist	2
Leasing Specialist	2
Housing Inspector	1
Housing Programs Specialist	14
FSS Coordinator	2
Housing Assistant	6

Development Department	
Development Director	1

Full Time Equivalents	
Executive Director	1
Deputy Executive Director	1
Department Director	4
Development Director	1
Principal Management Analyst	1
Controller	1
Senior Data Analyst	1
Senior Administrative Analyst	1
Property Management Assistant Director	1
Housing Programs Assistant Director	1
Administrative Services Assistant Director	1
Data Analyst	1
Sr. Communications and Engagement Analyst	1
Administrative Analyst	1
Housing Programs Supervisor	3
Property Management Supervisor	1
Senior Accountant	1
Accountant	1
Program Integrity Specialist	1
Executive Secretary	1
Accounting Specialist	1
Senior Housing Program Specialist	2
Property Management Specialist	1
Client Services Coordinator	1
Leasing Specialist	2
Housing Inspector	1
Housing Programs Specialist	14
Family Self-Sufficiency Coordinator	2
Maintenance Worker III	1
Maintenance Worker II	3
Housing Assistant	6
Administrative Clerk IV	2
Administrative Clerk III	3
Administrative Clerk III - Maintenance	1
TOTAL	65

Staffing Comparison By Budget Year

			Change
	2025-26	2026-27	from
Full Time Equivalent	Budget	Budget	Last Yr
Executive Director	1	1	0
Deputy Executive Director	1	1	0
Department Director	4.5	4	-0.5
Development Director	1	1	0
Principal Management Analyst	1	1	0
Controller	1	1	0
Senior Data Analyst	1	1	0
Senior Administrative Analyst	1	1	0
Property Management Assistant Dir	1	1	0
Housing Programs Assistant Director	1	1	0
Administrative Services Assistant Director	0	1	1
Data Analyst	1	1	0
Communications & Engagement Analyst	0	1	1
Administrative Analyst	2	1	-1
Administrative Services Supervisor	1	0	-1
Housing Programs Supervisor	3	3	0
Property Management Supervisor	0	1	1
Program Integrity Specialist	1	1	0
Senior Accountant	0	1	1
Accountant	1	1	0
Executive Secretary	1	1	0
Accounting Specialist	1	1	0
Senior Housing Program Specialist	2	2	0
Property Management Specialist	1	1	0
Client Services Coordinator	1	1	0
Leasing Specialist	2	2	0
Housing Inspector	1	1	0
Housing Programs Specialist	15	14	-1
Family Self-Sufficiency Coordinator	2	2	0
Maintenance Worker III	1	1	0
Maintenance Worker II	3	3	0
Housing Assistant	6	6	0
Administrative Clerk IV	2	2	0
Administrative Clerk III	3	3	0
Administrative Clerk III - Maint.	1	1	0
Administrative Clerk II	0	0	0
TOTAL Full Time Equivalent (FTE)	64.5	65	0.5

Salary Range/Step Chart
Effective 7/1/26 pending Board Approval

Job Title	Range	Monthly					Hourly				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
*	8	3773	3962	4160	4368	4587	21.77	22.86	24.00	25.20	26.46
Resident Caretaker	9	3868	4061	4264	4477	4701	22.31	23.43	24.60	25.83	27.12
Administrative Clerk I	10	3964	4163	4371	4589	4819	22.87	24.01	25.22	26.48	27.80
*	11	4063	4267	4480	4704	4939	23.44	24.62	25.85	27.14	28.50
*	12	4165	4373	4592	4822	5063	24.03	25.23	26.49	27.82	29.21
*	13	4269	4483	4707	4942	5189	24.63	25.86	27.15	28.51	29.94
Administrative Clerk II	14	4376	4595	4824	5066	5319	25.25	26.51	27.83	29.22	30.69
*	15	4485	4710	4945	5192	5452	25.88	27.17	28.53	29.96	31.45
Account Clerk II	16	4597	4827	5069	5322	5588	26.52	27.85	29.24	30.70	32.24
*	17	4712	4948	5195	5455	5728	27.19	28.55	29.97	31.47	33.05
Administrative Clerk III	18	4830	5072	5325	5592	5871	27.87	29.26	30.72	32.26	33.87
Administrative Clerk III - Maintenance											
*	19	4951	5198	5458	5731	6018	28.56	29.99	31.49	33.07	34.72
Maintenance Worker I	20	5075	5328	5595	5875	6168	29.28	30.74	32.28	33.89	35.59
*	21	5202	5462	5735	6021	6323	30.01	31.51	33.09	34.74	36.48
Accounting Technician	22	5332	5598	5878	6172	6481	30.76	32.30	33.91	35.61	37.39
Administrative Clerk IV											
Housing Assistant											
*	23	5465	5738	6025	6326	6643	31.53	33.10	34.76	36.50	38.32
Maintenance Worker II	24	5602	5882	6176	6484	6809	32.32	33.93	35.63	37.41	39.28
Housing Inspector	25	5742	6029	6330	6647	6979	33.12	34.78	36.52	38.35	40.26
Family Self-Sufficiency Coordinator	26	5885	6179	6488	6813	7153	33.95	35.65	37.43	39.30	41.27
Housing Programs Specialist											
*	27	6032	6334	6651	6983	7332	34.80	36.54	38.37	40.29	42.30
Client Services Coordinator	28	6183	6492	6817	7158	7516	35.67	37.45	39.33	41.29	43.36
Leasing Specialist											
Maintenance Worker III											
Property Management Specialist											
*	29	6338	6654	6987	7337	7703	36.56	38.39	40.31	42.33	44.44
Accounting Specialist	30	6496	6821	7162	7520	7896	37.48	39.35	41.32	43.38	45.55
Housing Programs Senior Specialist											
Maintenance Coordinator	31	6658	6991	7341	7708	8093	38.41	40.33	42.35	44.47	46.69
Executive Secretary	32	6825	7166	7524	7901	8296	39.37	41.34	43.41	45.58	47.86
Program Integrity Specialist											
Senior Accounting Specialist											
*	33	6996	7345	7713	8098	8503	40.36	42.38	44.50	46.72	49.06
Accountant	34	7170	7529	7905	8301	8716	41.37	43.44	45.61	47.89	50.28
*	35	7350	7717	8103	8508	8934	42.40	44.52	46.75	49.09	51.54
*	36	7533	7910	8306	8721	9157	43.46	45.64	47.92	50.31	52.83
*	37	7722	8108	8513	8939	9386	44.55	46.78	49.11	51.57	54.15
Senior Accountant	38	7915	8311	8726	9162	9621	45.66	47.95	50.34	52.86	55.50
Administrative Services Supervisor	39	8113	8518	8944	9391	9861	46.80	49.14	51.60	54.18	56.89
Housing Programs Supervisor											
Property Management Supervisor											
Administrative Analyst	40	8315	8731	9168	9626	10108	47.97	50.37	52.89	55.54	58.31
Communications & Engagement Analyst											
*	41	8523	8950	9397	9867	10360	49.17	51.63	54.21	56.92	59.77
*	42	8736	9173	9632	10114	10619	50.40	52.92	55.57	58.35	61.26
Data Analyst	43	8955	9403	9873	10366	10885	51.66	54.25	56.96	59.81	62.80
Facilities Manager											
Senior Administrative Analyst	44	9179	9638	10120	10626	11157	52.95	55.60	58.38	61.30	64.37
Senior Communications and Engagement Analyst											

*	45	9408	9879	10373	10891	11436	54.28	56.99	59.84	62.83	65.98
*	46	9643	10126	10632	11163	11722	55.64	58.42	61.34	64.40	67.62
Administrative Services Assistant Director	47	9885	10379	10898	11443	12015	57.03	59.88	62.87	66.01	69.32
Housing Programs Assistant Director											
Human Resources Director											
Property Management Assistant Director											
Senior Data Analyst											
*	48	10132	10638	11170	11729	12315	58.45	61.37	64.44	67.67	71.05
Information Technology Coordinator	49	10385	10904	11449	12022	12623	59.91	62.91	66.05	69.36	72.82
Controller	50	10645	11177	11736	12322	12939	61.41	64.48	67.71	71.09	74.65
Principal Management Analyst											
*	51	10911	11456	12029	12630	13262	62.95	66.09	69.40	72.87	76.51
*	52	11183	11743	12330	12946	13594	64.52	67.75	71.13	74.69	78.42
*	53	11463	12036	12638	13270	13933	66.13	69.44	72.91	76.56	80.38
Assistant Finance Director	54	11750	12337	12954	13602	14282	67.79	71.18	74.73	78.47	82.39
*	55	12043	12645	13278	13942	14639	69.48	72.95	76.60	80.43	84.45
*	56	12344	12962	13610	14290	15005	71.22	74.78	78.52	82.44	86.57
Administrative Services Director	57	12653	13286	13950	14647	15380	73.00	76.65	80.48	84.50	88.73
Housing Programs Director											
Property Management Director											
*	58	12969	13618	14299	15014	15764	74.82	78.56	82.49	86.62	90.95
Development Director	59	13294	13958	14656	15389	16158	76.69	80.53	84.55	88.78	93.22
Finance Director	60	13626	14307	15023	15774	16562	78.61	82.54	86.67	91.00	95.55
*	61	13967	14665	15398	16168	16976	80.58	84.61	88.84	93.28	97.94
*	62	14316	15032	15783	16572	17401	82.59	86.72	91.06	95.61	100.39
*	63	14674	15407	16178	16987	17836	84.66	88.89	93.33	98.00	102.90
Director of Operations	64	15040	15792	16582	17411	18282	86.77	91.11	95.67	100.45	105.47
*	65	15416	16187	16997	17846	18739	88.94	93.39	98.06	102.96	108.11
*	66	15802	16592	17422	18293	19207	91.16	95.72	100.51	105.53	110.81
*	67	16197	17007	17857	18750	19687	93.44	98.12	103.02	108.17	113.58
*	68	16602	17432	18304	19219	20180	95.78	100.57	105.60	110.88	116.42
*	69	17017	17868	18761	19699	20684	98.17	103.08	108.24	113.65	119.33
Deputy Executive Director	70	17442	18314	19230	20192	21201	100.63	105.66	110.94	116.49	122.31
*	71	17878	18772	19711	20696	21731	103.14	108.30	113.72	119.40	125.37
*	72	18325	19242	20204	21214	22275	105.72	111.01	116.56	122.39	128.51
*	73	18783	19723	20709	21744	22831	108.37	113.78	119.47	125.45	131.72
*	74	19253	20216	21226	22288	23402	111.08	116.63	122.46	128.58	135.01
*	75	19734	20721	21757	22845	23987	113.85	119.54	125.52	131.80	138.39
*	76	20228	21239	22301	23416	24587	116.70	122.53	128.66	135.09	141.85
*	77	20733	21770	22859	24002	25202	119.62	125.60	131.88	138.47	145.39
Executive Director	78	21252	22314	23430	24602	25832	122.61	128.74	135.17	141.93	149.03

Staff employed by the Authority prior to July 1, 1997, receive Longevity Pay equal to an increase of approximately 5% on the date of the tenth anniversary (20,800 hours of paid service) of full-time continuous service as a regular employee of the Authority.

A Bilingual Premium is paid to staff determined eligible by Administration at the following rates:

Level I: \$1.00 per hour at 100% of time in paid status up to 40 hours per week

Level II: \$1.35 per hour at 100% of time in paid status up to 40 hours per week

5 YEAR CAPITAL PLAN

Capital Expenditures:	2026-27	2027-28	2028-29	2029-30	2030-31	Total
2160 41st Ave Wood Repair		3,500		3500		7,000
2160 41st Ave HVAC replacements	15,000	15,300	15,606	15,918	16,236	78,060
2160 41st Ave Paving/Slurry		10,000			10,600	20,600
2160 41st Ave Landscaping	3,500	3,570	3,641	3,714	3,788	18,213
2160 41st Ave Total (Property 771)	18,500	32,370	19,247	23,132	30,624	123,873
2170 41st Ave Paving/Slurry		6000			6367	12,367
2170 41st Ave Total (Property 772)	0	6,000	0	0	6,367	12,367
Tierra Alta Unit Turnover Costs (based on 2 per year)	65,000	66,300	67,626	68,978	70,358	338,262
Tierra Alta Flooring (based on 3 per year plus incidental repairs)	30,000	30,600	31,212	31,836	32,472	156,120
Tierra Alta Heater (based on 2 replacements per year)	11,000	11,220	11,444	11,673	11,907	57,244
Tierra Alta Wood Repair	30,000		3,500		3,500	37,000
Tierra Alta Wastewater (30% of \$2M + 30% of \$1.7M)	825,000					825,000
Tierra Alta Roof Replacement	200,000					200,000
Tierra Alta Exterior Painting	80,000					80,000
Tierra Alta LED Lighting and Energy Efficiency	2,000					2,000
Tietta Alta Playground Installation	25,000					25,000
Tierra Alta Total (Property 620)	1,268,000	108,120	113,782	112,487	118,237	1,720,626
TOTAL	1,286,500	146,490	133,029	135,619	155,228	1,856,866

**Operating Transfers In and Out
Fiscal Year Ending June 30, 2027**

<u>Program</u>	<u>Transfer Description</u>	<u>In</u>	<u>Out</u>
Agency Unrestricted Reserve Fund	To Transfer HA share of wastewater improvement project at Tierra Alta	825,000	
		<u>825,000</u>	<u>-</u>

Reserve Balances

As of June 2026

Section 8:	Unrestricted	Restricted**	Total
Moving-To-Work (MTW) Reseves	0***		-
Santa Cruz Vouchers *	6,966,614	(717,326)	6,249,288
Mainstream Vouchers *	1,113,459	(52,564)	1,060,895
Emergency Housing Vouchers*	851,087	86,347	937,434
Mod Rehab *	879,713	-	879,713
Mod Rehab SRO *	123,362	-	123,362
Federal Housing:			
Low Rent Public Housing *	-	-	0
Casa Pajaro USDA *	-	-	0
Tierra Alta USDA *	1,142,730	-	1,142,730
Local Programs:			
County of Santa Cruz	27,687	-	27,687
City of Santa Cruz	6,954	-	6,954
City of Watsonville	1,375	-	1,375
City of Capitola	101,257	-	101,257
City of Scotts Valley	94,456	-	94,456
Misc Local Contracts	10,067	-	10,067
Business Activities:			
Mission Street Building	3,290,029	-	3,290,029
2160/2170/2140 41st Avenue Offices	2,443,518	-	2,443,518
Housing Authority Reserves	21,845,853	-	21,845,853
New Horizons Admin Funds	729,698		
Merrill Road Admin Fund	37,961	-	37,961
Spruce Street Condo	226,094	-	226,094
CalPERS Pension Fund	(7,972,627)		(7,972,627)
CalPERS Pension Trust Fund		2,784,364	2,784,364
Other Post Retirement Benefits Fund	(204,571)		(204,571)
Total Reserves	31,714,715	2,100,821	33,085,837

* Unrestricted except by Fund

** Restrictions placed by outside entities

*** MTW reserves are based on projections for CY 2026

Agency Debts and Receivables

Lender and Project:	Purpose	Total Owed	Due FY 2026-27
Compensated Absences	Accumulated Leave per Personnel Policy	798,631	149,128
Total Outstanding		798,631	149,128

Due to Housing Authority:	Purpose	Total Due	Due FY 2026-27
2nd Deeds of Trust Arroyo Verde	To Finance Purchase	15,000	-
3rd Deeds of Trust Arroyo Verde	To Finance Purchase	4,504	-
Merrill Road Land Loan Merrill Road - 15 Apartments	To Finance Acquisition of Land	391,258	-
Merrill Road Permanent Loan Merrill Road - 15 Apartments	To Finance Construction	451,509	-
New Horizons Entity Formation Loan	Government Loan Ensures Property Tax Exemption	200,000	-
New Horizons Natural Bridges Loan	To Finance Construction	8,046,600	70,799
New Horizons Natural Bridges Loan #2&3	To Finance Construction	2,819,079	
New Horizons Chanticleer Loan	To Finance Land Puchase	2,900,000	
New Horizons Chanticleer Loan	To Finance Construction	4,800,000	
New Horizons Casa Pajaro Loan	To Finance Purchase	21,200,000	394,099
Total Due to Housing Authority		40,827,950	464,898

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Budgets By Program Group

	Section 8	Federal Housing	Federal Grants	Local Programs	Business Activities	2026-27 Agency-Wide Budget
Revenues:						
HAPS / Program	164,781,932	-	1,665,014	-	-	166,446,946
Administrative Fees	9,973,279	-	-	-	2,683,461	12,656,740
Grants / Contracts	-	-	253,906	531,142	-	785,048
Rental Income	-	1,542,006	-	-	1,203,494	2,745,500
Operating Transfers In	-	825,000	-	-	-	825,000
Other Income	98,283	14,782	-	10,352	1,412,265	1,535,681
Total Revenues:	174,853,494	2,381,788	1,918,920	541,493	5,299,220	184,994,915
Expenses:						
Housing Assistance Pmts	164,781,932	-	1,665,014	-	-	166,446,946
Salaries	4,930,177	122,636	177,475	59,232	1,620,568	6,910,088
Employee Benefits	2,817,819	43,980	63,421	22,726	559,790	3,507,736
Capital Purchases	-	1,268,000	-	-	18,500	1,286,500
Maintenance	-	180,534	-	-	173,204	353,738
General Administrative	1,720,853	61,912	1,177	19,339	844,376	2,647,656
Tenant Services	21,630	-	11,834	422,155	-	455,618
Operating Transfers Out	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Total Expenses:	174,272,411	1,677,061	1,918,920	523,451	3,216,438	181,608,282
Surplus (Deficit):	581,083	704,726	0	18,042	2,082,782	3,386,633

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Agency-Wide Budget

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	162,360,360	161,188,761	166,446,946	5,258,185
Administrative Fees	13,301,724	12,027,475	12,656,740	629,265
Grants / Contracts	700,056	955,428	785,048	(170,380)
Rental Income	2,587,149	2,633,092	2,745,500	112,409
Operating Transfers In	7,436,331	3,040,000	825,000	(2,215,000)
Other Income	1,261,010	974,439	1,535,681	561,242
Total Revenues:	187,646,630	180,819,195	184,994,915	4,175,720
Expenses:				
Housing Assistance Pmts	162,858,599	161,188,761	166,446,946	5,258,185
Salaries	6,592,188	6,705,666	6,910,088	204,422
Employee Benefits	2,792,596	3,220,464	3,507,736	287,272
Capital Purchases	179,053	1,051,900	1,286,500	234,600
Maintenance	351,880	415,453	353,738	(61,715)
General Administrative	2,585,882	2,947,522	2,647,656	(299,867)
Tenant Services	454,197	697,167	455,618	(241,549)
Operating Transfers Out	7,436,331	3,700,000	-	(3,700,000)
Debt Service	-	-	-	-
Total Expenses:	183,250,725	179,926,933	181,608,282	1,681,349
Surplus (Deficit):	4,395,905	892,262	3,386,633	2,494,372

Section 8 Programs

Santa Cruz Vouchers

This fund accounts for revenues and expenses associated with administering the tenant based Section 8 Housing Choice Voucher Program for the County of Santa Cruz and the City of Hollister, including VASH & EHV vouchers.

Disabled Vouchers (Mainstream and NED)

This fund accounts for revenues and expenses associated with administering the tenant based Section 8 Housing Choice Voucher Program for Disabled in the County of Santa Cruz.

Moderate Rehabilitation

This fund accounts for revenues and expenses associated with administering the project based Section 8 Mod Rehab Program for the County of Santa Cruz. Some of these vouchers are transitioning to Housing Choice Vouchers as the original 15 year contracts are expiring. There are only 13 of 309 units remaining.

Moderate Rehabilitation SRO

This fund accounts for revenues and expenses associated with administering the project based Section 8 Mod Rehab SRO Program.

Emergency Housing Vouchers (EHV)

This fund accounts for revenues and expenses associated with administering the Emergency Housing Voucher Program.

Family Self-Sufficiency (FSS) Forfeitures

This fund accounts for the forfeitures of FSS participants. HUD allows the forfeiture proceeds to be used for eligible activities which benefit the remaining FSS program participants.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Section 8 Program Group

Includes Mod Rehab, Mainstream, EHV, and Santa Cruz Voucher Programs

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	161,241,671	160,033,046	164,781,932	4,748,886
Administrative Fees	10,709,204	9,580,137	9,973,279	393,142
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	3,040,000	-	(3,040,000)
Other Income	160,929	169,691	98,283	(71,408)
Total Revenues:	172,111,804	172,822,874	174,853,494	2,030,620
Expenses:				
Housing Assistance Pmts	161,250,522	160,033,046	164,781,932	4,748,886
Salaries	4,620,669	4,861,602	4,930,177	68,575
Employee Benefits	2,271,559	2,635,846	2,817,819	181,973
Capital Purchases	-	-	-	-
Maintenance	0	-	-	-
General Administrative	1,680,830	2,017,186	1,720,853	(296,333)
Tenant Services	14,000	85,000	21,630	(63,370)
Operating Transfers Out	-	3,000,000	-	(3,000,000)
Debt Service	-	-	-	-
Total Expenses:	169,837,580	172,632,680	174,272,411	1,639,731
Surplus (Deficit):	2,274,223	190,194	581,083	390,889

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Santa Cruz Voucher Program

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	148,795,815	149,589,746	156,282,933	6,693,187
Administrative Fees	9,833,877	8,857,542	9,386,506	528,964
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	3,040,000	-	(3,040,000)
Other Income	113,098	140,000	98,283	(41,717)
Total Revenues:	158,742,789	161,627,288	165,767,722	4,140,434
Expenses:				
Housing Assistance Pmts	148,795,815	149,589,746	156,282,933	6,693,187
Salaries	4,324,708	4,549,066	4,706,059	156,993
Employee Benefits	2,127,803	2,466,437	2,687,152	220,715
Capital Purchases	-	-	-	-
Maintenance	0	-	-	-
General Administrative	1,568,354	1,896,991	1,634,688	(262,304)
Tenant Services	-	75,000	-	(75,000)
Operating Transfers Out	-	3,000,000	-	(3,000,000)
Debt Service	-	-	-	-
Total Expenses:	156,816,679	161,577,240	165,310,832	3,733,591
Surplus (Deficit):	1,926,110	50,048	456,890	406,843

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Mainstream Disabled Vouchers

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	5,323,275	5,732,162	6,122,648	390,486
Administrative Fees	314,825	384,287	405,664	21,377
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	19,262	13,125	-	(13,125)
Total Revenues:	5,657,362	6,129,574	6,528,312	398,738
Expenses:				
Housing Assistance Pmts	5,330,639	5,732,162	6,122,648	390,486
Salaries	123,472	127,699	137,573	9,874
Employee Benefits	59,650	69,218	80,209	10,991
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	47,580	47,162	49,632	2,470
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	5,561,341	5,976,241	6,390,062	413,821
Surplus (Deficit):	96,020	153,333	138,250	(15,083)

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Moderate Rehabilitation

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	161,427	189,744	205,500	15,756
Administrative Fees	25,841	25,699	26,727	1,029
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	15,052	10,036	-	(10,036)
Total Revenues:	202,321	225,479	232,227	6,749
Expenses:				
Housing Assistance Pmts	162,915	189,744	205,500	15,756
Salaries	4,479	5,628	5,307	(321)
Employee Benefits	2,051	3,051	3,094	43
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	889	2,071	1,671	(400)
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	170,334	200,494	215,572	15,078
Surplus (Deficit):	31,987	24,985	16,655	(8,330)

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Moderate Rehabilitation SRO

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	111,705	110,472	126,720	16,248
Administrative Fees	21,866	21,745	22,616	871
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	2,911	1,530	-	(1,530)
Total Revenues:	136,482	133,747	149,336	15,588
Expenses:				
Housing Assistance Pmts	111,705	110,472	126,720	16,248
Salaries	3,925	4,761	4,490	(271)
Employee Benefits	1,796	2,581	2,618	37
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	778	1,669	1,413	(256)
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	118,204	119,483	135,241	15,758
Surplus (Deficit):	18,278	14,264	14,095	(170)

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Emergency Housing Voucher Program

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	6,849,449	4,410,922	2,044,131	(2,366,791)
Administrative Fees	512,795	290,864	131,766	(159,098)
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	10,606	5,000	-	(5,000)
Total Revenues:	7,372,850	4,706,786	2,175,897	(2,530,889)
Expenses:				
Housing Assistance Pmts	6,849,449	4,410,922	2,044,131	(2,366,791)
Salaries	164,085	174,448	76,748	(97,700)
Employee Benefits	80,258	94,559	44,746	(49,813)
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	63,229	69,293	33,449	(35,844)
Tenant Services	14,000	10,000	21,630	11,630
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	7,171,021	4,759,222	2,220,704	(2,538,518)
Surplus (Deficit):	201,829	(52,436)	(44,807)	7,629

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Family Self Sufficiency (FSS) Forfeitures

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	40,000	-	(40,000)
Other Income	4,263	35,000	4,390	(30,610)
Total Revenues:	4,263	75,000	4,390	(70,610)
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	-	-	-	-
Tenant Services	-	75,000	-	(75,000)
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	-	75,000	-	(75,000)
Surplus (Deficit):	4,263	-	4,390	4,390

Federal Housing Programs

Low Income Public Housing (LIPH)

This fund accounts for the rental revenues and expenses associated with the Housing Authority owned public housing units and the supplemental income provided by HUD. Effective January, 1, 2021, this program transferred property ownership of the 234 LIPH units to New Horizons (a non-profit affiliated entity) and the residents were issued Tenant Protection Vouchers. HUD refers to this process as a Streamlined Voluntary Conversion. Following conversion, there will be a close-out of all remaining LIPH activities and finances once all remaining reserve funds are expended.

Casa Pajaro

This fund accounts for the rental revenues and expenses associated with the farmworker housing project on East Front Street in Watsonville. In December 2024 this property was sold to New Horizons (a non-profit affiliated entity).

Tierra Alta

This fund accounts for the rental revenues and expenses associated with the farmworker housing project on Tierra Alta Drive in Watsonville.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Federal Housing Program Group

Includes LIPH and Tierra Alta (Formerly USDA)

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	1,444,866	1,468,678	1,542,006	73,328
Operating Transfers In	7,436,331	-	825,000	825,000
Other Income	1,726	15,500	14,782	(718)
Total Revenues:	8,882,923	1,484,178	2,381,788	897,610
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	117,487	112,393	122,636	10,243
Employee Benefits	34,568	37,279	43,980	6,701
Capital Purchases	150,000	1,029,900	1,268,000	238,100
Maintenance	198,993	234,900	180,534	(54,366)
General Administrative	75,472	67,087	61,912	(5,175)
Tenant Services	5,346	-	-	-
Operating Transfers Out	7,436,331	-	-	-
Debt Service	-	-	-	-
Total Expenses:	8,018,196	1,481,559	1,677,061	195,503
Surplus (Deficit):	864,726	2,619	704,726	702,107

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Low Income Public Housing (LIPH) Program

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	7,436,331	-	-	-
Other Income	-	-	-	-
Total Revenues:	7,436,331	-	-	-
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	-	-	-	-
Tenant Services	-	-	-	-
Operating Transfers Out	7,436,331	-	-	-
Debt Service	-	-	-	-
Total Expenses:	7,436,331	-	-	-
Surplus (Deficit):	-	-	-	-

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Casa Pajaro (Formerly USDA)

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	-	-	-	-
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	-	-	-	-
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	-	-	-	-
Surplus (Deficit):	-	-	-	-

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Tierra Alta Apartments (Formerly USDA)

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	1,444,866	1,468,678	1,542,006	73,328
Operating Transfers In	-	-	825,000	825,000
Other Income	1,726	15,500	14,782	(718)
Total Revenues:	1,446,592	1,484,178	2,381,788	897,610
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	117,487	112,393	122,636	10,243
Employee Benefits	34,568	37,279	43,980	6,701
Capital Purchases	150,000	1,029,900	1,268,000	238,100
Maintenance	198,993	234,900	180,534	(54,366)
General Administrative	75,472	67,087	61,912	(5,175)
Tenant Services	5,346	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	581,865	1,481,559	1,677,061	195,503
Surplus (Deficit):	864,726	2,619	704,726	702,107

Federal Grants

HUD FSS Coordinator Grant

This fund accounts for the expenses and funding associated with outreach and service to eligible families in the Section 8 Program for Family Self Sufficiency.

Shelter Plus Care COC Grant

This fund accounts for the revenues and expenses associated with providing housing and supportive services to groups with specific needs.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Federal Grant Programs Group

Includes Family Self-Sufficiency Program and Shelter Plus Care

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	1,118,690	1,155,715	1,665,014	509,299
Administrative Fees	-	-	-	-
Grants / Contracts	210,438	275,761	253,906	(21,854)
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	1,329,128	1,431,476	1,918,920	487,445
Expenses:				
Housing Assistance Pmts	1,118,690	1,155,715	1,665,014	509,299
Salaries	161,263	173,623	177,475	3,852
Employee Benefits	36,595	57,040	63,421	6,381
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	747	1,598	1,177	(421)
Tenant Services	11,834	43,500	11,834	(31,666)
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	1,329,128	1,431,476	1,918,920	487,445
Surplus (Deficit):	-	-	0	0

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Family Self Sufficiency (FSS) Coordinator Grant

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	197,596	228,027	237,839	9,812
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	197,596	228,027	237,839	9,812
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	160,763	171,009	174,861	3,852
Employee Benefits	36,495	56,259	62,640	6,381
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	338	759	338	(421)
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	197,596	228,027	237,839	9,812
Surplus (Deficit):	-	-	-	-

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Shelter Plus Care Grant

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	1,118,690	1,155,715	1,665,014	509,299
Administrative Fees	-	-	-	-
Grants / Contracts	12,843	47,734	16,067	(31,666)
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	1,131,532	1,203,449	1,681,081	477,633
Expenses:				
Housing Assistance Pmts	1,118,690	1,155,715	1,665,014	509,299
Salaries	500	2,614	2,614	-
Employee Benefits	100	781	781	-
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	409	839	839	-
Tenant Services	11,834	43,500	11,834	(31,666)
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	1,131,532	1,203,449	1,681,081	477,633
Surplus (Deficit):	-	-	0	0

Local Programs

County of Santa Cruz

This fund accounts for revenues and expenses associated with technical assistance contracts for the administration of affordable housing programs in the County of Santa Cruz, including the security deposit program and the landlord incentive program.

City of Santa Cruz

This fund accounts for revenues and expenses associated with technical assistance contracts for the administration of affordable housing programs in the City of Santa Cruz, including security deposits, Measure O, and the landlord incentive program.

City of Watsonville

This fund accounts for revenues and expenses associated with the administration of affordable housing programs in the City of Watsonville, including the security deposit and landlord incentive programs.

City of Capitola

This fund accounts for revenues and expenses associated with technical assistance contracts for the administration of affordable housing programs in the City of Capitola, including security deposit program and landlord incentive program.

City of Scotts Valley

This fund accounts for revenues and expenses associated with technical assistance contracts for the administration of affordable housing programs in the City of Scotts Valley, including monitoring of inclusionary unit compliance and the landlord incentive program.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Local Programs Group

Includes Local Programs Funded by the County of Santa Cruz and the Cities of Santa Cruz, Watsonville, Capitola, and Scotts Valley

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	489,618	679,667	531,142	(148,525)
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	16,105	15,750	10,352	(5,399)
Total Revenues:	505,723	695,417	541,493	(153,924)
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	21,797	76,562	59,232	(17,330)
Employee Benefits	5,309	23,372	22,726	(646)
Capital Purchases	-	-	-	-
Maintenance	0	-	-	-
General Administrative	6,986	25,567	19,339	(6,228)
Tenant Services	423,018	568,667	422,155	(146,512)
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	457,110	694,168	523,451	(170,717)
Surplus (Deficit):	48,613	1,249	18,042	16,793

Business Activities

Mission Street Warehouse Building

This fund accounts for the rental revenues and expenses associated with the Housing Authority owned building on Mission Street.

Housing Authority 2160 41st Avenue Office

This fund accounts for the rental revenues charged to Authority programs and the expenses associated with the space owned at 2160 41st Avenue in Capitola.

Housing Authority 2170 41st Avenue Office (Annex)

This fund accounts for the rental revenues charged to Authority programs and the expenses associated with the leased office space at 2170 41st Avenue in Capitola.

Housing Authority 2140 41st Avenue Office (Additional Annex)

This fund accounts for the rental revenues charged to Authority programs and the expenses associated with the leased office space at 2140 41st Avenue in Capitola.

Agency Unrestricted Reserve Fund (Non-Program Specific)

This fund accounts for the Housing Authority's accumulated unrestricted reserves and the corresponding interest income as well as expenses that are not related to specific funds or projects.

New Horizons LIPH Administration Fund

This fund accounts for the administrative/management fee received from New Horizons for the management of duties performed by Housing Authority staff on behalf of New Horizons for the former LIPH units. Charged to this fund are the personnel costs and overhead associated with the performance of these duties.

New Horizons Brommer Administration Fund

This fund accounts for the administrative/management fee received from New Horizons for the management of duties performed by Housing Authority staff on behalf of New Horizons for the Brommer units. Charged to this fund are the personnel costs and overhead associated with the performance of these duties.

New Horizons Casa Pajaro Administration Fund

This fund accounts for the administrative/management fee received from New Horizons for the management of duties performed by Housing Authority staff on behalf of New Horizons for the units at 127-193 West Front St. Charged to this fund are the personnel costs and overhead associated with the performance of these duties.

New Horizons Natural Bridges Administration Fund

This fund accounts for the administrative/management fee received from New Horizons for the management of duties performed by Housing Authority staff on behalf of New Horizons for the units at 415 Natural Bridges Drive. Charged to this fund are the personnel costs and overhead associated with the performance of these duties.

New Horizons General Administration Fund

This fund accounts for the administrative/management fee received from New Horizons for the management of duties performed by Housing Authority staff on behalf of New Horizons general administrative activities not associated with a specific property. Charged to this fund are the personnel costs and overhead associated with the performance of these duties.

Merrill Road Administration

This fund accounts for the administrative fee paid to the Housing Authority by the Merrill Road Associates, and the accompanying overhead costs that are associated with this program.

Spruce Street

This fund accounts for the rental revenues and expenses associated with the Housing Authority owned condominium on Spruce Street in Santa Cruz.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Business Activities Group

Includes Business-Type Activities for Mission Street Warehouse, 41st Ave Offices, and the Management Funds for New Horizons, and Merrill Road

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	2,592,520	2,447,338	2,683,461	236,122
Grants / Contracts	-	-	-	-
Rental Income	1,142,283	1,164,414	1,203,494	39,081
Operating Transfers In	-	-	-	-
Other Income	1,082,250	773,498	1,412,265	638,767
Total Revenues:	4,817,053	4,385,250	5,299,220	913,970
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	1,670,972	1,481,486	1,620,568	139,082
Employee Benefits	444,565	466,927	559,790	92,863
Capital Purchases	29,053	22,000	18,500	(3,500)
Maintenance	152,887	180,553	173,204	(7,349)
General Administrative	821,848	836,085	844,376	8,291
Tenant Services	-	-	-	-
Operating Transfers Out	-	700,000	-	(700,000)
Debt Service	-	-	-	-
Total Expenses:	3,119,324	3,687,051	3,216,438	(470,613)
Surplus (Deficit):	1,697,729	698,199	2,082,782	1,384,582

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Mission Street Warehouse Building

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	455,619	457,090	469,288	12,198
Operating Transfers In	-	-	-	-
Other Income	7,721	6,000	-	(6,000)
Total Revenues:	463,340	463,090	469,288	6,198
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Capital Purchases	-	-	-	-
Maintenance	800	870	-	(870)
General Administrative	24,051	15,545	11,752	(3,793)
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	24,851	16,415	11,752	(4,663)
Surplus (Deficit):	438,489	446,675	457,536	10,861

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

2160 41st Ave Office

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	348,916	371,279	382,418	11,138
Operating Transfers In	-	-	-	-
Other Income	42,333	32,500	-	(32,500)
Total Revenues:	391,249	403,779	382,418	(21,362)
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Capital Purchases	7,000	22,000	18,500	(3,500)
Maintenance	92,998	114,359	102,101	(12,258)
General Administrative	23,102	18,741	12,358	(6,383)
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	123,100	155,100	132,959	(22,141)
Surplus (Deficit):	268,149	248,679	249,458	780

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

2170 41st Ave Office Annex

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	227,989	232,746	239,729	6,982
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	227,989	232,746	239,729	6,982
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Capital Purchases	7,765	-	-	-
Maintenance	40,088	49,920	54,042	4,122
General Administrative	180,136	182,826	185,687	2,861
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	227,989	232,746	239,729	6,982
Surplus (Deficit):	-	-	(0)	(0)

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

2140 41st Ave Office Annex

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	76,711	70,250	79,013	8,762
Operating Transfers In	-	-	-	-
Other Income	-	250	-	(250)
Total Revenues:	76,711	70,500	79,013	8,512
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Capital Purchases	-	-	-	-
Maintenance	17,486	14,904	17,061	2,157
General Administrative	60,897	55,346	61,952	6,605
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	78,383	70,250	79,013	8,762
Surplus (Deficit):	(1,672)	250	-	(250)

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Agency Unrestricted Reserve Fund (Non-Program Specific)

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	1,030,410	717,583	1,411,285	693,702
Total Revenues:	1,030,410	717,583	1,411,285	693,702
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Capital Purchases	14,288	-	-	-
Maintenance	-	-	-	-
General Administrative	11,030	15,000	14,340	(660)
Tenant Services	-	-	-	-
Operating Transfers Out	-	700,000	-	(700,000)
Debt Service	-	-	-	-
Total Expenses:	25,318	715,000	14,340	(700,660)
Surplus (Deficit):	1,005,092	2,583	1,396,945	1,394,362

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

New Horizons LIPH Administration Fund

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	1,281,884	1,287,569	1,413,370	125,801
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	1,281,884	1,287,569	1,413,370	125,801
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	791,512	756,778	833,820	77,042
Employee Benefits	232,612	251,005	296,134	45,129
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	257,760	279,785	283,416	3,631
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	1,281,884	1,287,569	1,413,370	125,801
Surplus (Deficit):	(0)	-	0	0

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

New Horizons Brommer Administration Fund

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	5,832	5,832	5,832	-
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	5,832	5,832	5,832	-
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	15,681	14,985	16,351	1,366
Employee Benefits	4,607	4,971	5,864	893
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	5,295	5,561	5,694	134
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	25,583	25,517	27,909	2,392
Surplus (Deficit):	(19,751)	(19,685)	(22,077)	(2,392)

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

New Horizons Overhead Administration Fund

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	1,037,860	905,716	995,187	89,471
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	1,037,860	905,716	995,187	89,471
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	699,258	558,770	606,567	47,797
Employee Benefits	158,503	159,672	197,141	37,469
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	180,099	187,274	191,479	4,205
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	1,037,860	905,716	995,187	89,471
Surplus (Deficit):	0	-	0	0

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

New Horizons Casa Pajaro Administration Fund

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	184,791	179,294	195,564	16,270
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	-	-	-
Total Revenues:	184,791	179,294	195,564	16,270
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	111,060	106,148	115,823	9,675
Employee Benefits	32,715	35,207	41,538	6,331
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	41,015	37,939	38,203	264
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	184,791	179,294	195,564	16,270
Surplus (Deficit):	0	-	-	-

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

New Horizons Natural Bridges Administration Fund

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	55,574	42,348	46,928	4,580
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	-	15,700	-	(15,700)
Total Revenues:	55,574	58,048	46,928	(11,120)
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	34,714	24,976	27,252	2,276
Employee Benefits	9,276	8,284	9,773	1,489
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	11,584	9,088	9,903	815
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	55,574	42,348	46,928	4,580
Surplus (Deficit):	-	15,700	(0.00)	(15,700)

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Merrill Road Administration Fund

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	26,580	26,580	26,580	-
Grants / Contracts	-	-	-	-
Rental Income	-	-	-	-
Operating Transfers In	-	-	-	-
Other Income	596	485	-	(485)
Total Revenues:	27,176	27,065	26,580	(485)
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	18,112	18,579	19,392	813
Employee Benefits	6,852	7,374	8,851	1,477
Capital Purchases	-	-	-	-
Maintenance	-	-	-	-
General Administrative	17,368	18,621	20,131	1,510
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	42,331	44,574	48,374	3,800
Surplus (Deficit):	(15,155)	(17,509)	(21,794)	(4,285)

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Proposed Budget

Fiscal Year 2026-2027

Spruce Street

	2025-26 Projected Actuals	2025-26 Approved Budget	2026-27 Proposed Budget	Increase / (Decrease) from 2025-26
Revenues:				
HAPS / Program	-	-	-	-
Administrative Fees	-	-	-	-
Grants / Contracts	-	-	-	-
Rental Income	33,048	33,048	33,048	-
Operating Transfers In	-	-	-	-
Other Income	1,190	980	980	-
Total Revenues:	34,238	34,028	34,028	-
Expenses:				
Housing Assistance Pmts	-	-	-	-
Salaries	635	1,249	1,363	114
Employee Benefits	-	414	489	75
Capital Purchases	-	-	-	-
Maintenance	1,514	500	-	(500)
General Administrative	9,511	10,359	9,461	(897)
Tenant Services	-	-	-	-
Operating Transfers Out	-	-	-	-
Debt Service	-	-	-	-
Total Expenses:	11,660	12,522	11,313	(1,208)
Surplus (Deficit):	22,578	21,506	22,715	1,208

MEETING DATE: June 24, 2026

ITEM NUMBER: 6B

FROM: Executive Director

SUBJECT: Housing Authority Annual Agency Goals

RECOMMENDATION: Establish Housing Authority Agency Goals for 2026 – 2027 FY

BACKGROUND SUMMARY:

Each year, the Housing Authority Board of Commissioners establishes Annual Agency Goals for the upcoming fiscal year. A final report on progress towards FY 2025 - 2026 goals will be provided to the Board at the August meeting. Below are proposed Agency Goals for the upcoming 2026 - 2027 fiscal year.

Proposed Housing Authority Agency Goals for 2026 - 2027 Fiscal Year

1. Housing Choice Voucher Program:
 - a. Absorb all remaining EHV households into the Housing Choice Voucher (HCV) program.
 - b. Maintain high program utilization and honor existing PBV commitments while ensuring long-term financial sustainability of the Housing Choice Voucher Program and preventing HCV funding shortfall in 2027.

2. Affordable Housing Supply:
 - a. Optimize financial resources and funding sources, including MTW and New Horizons funds, to acquire property and develop new affordable housing projects.
 - b. Establish a total of two partnerships on LIHTC projects, to acquire the LIHTC experience points that are required in order to apply for tax credits for our own future projects.
 - c. Complete pre-development activities for 2021 Chanticleer, which include entering a co-development agreement with a development partner, submit an LIHTC application in early 2027, and secure entitlements from the county Planning Department.
 - d. Submit a Multi-Family Development Package to HUD by August 2026 and execute a Purchase and Sales Agreement to acquire 750 Bay Avenue to initiate the process to reposition the property through the Restore Rebuild Initiative to secure 69 Rental Assistance Demonstration Project Based Vouchers.

3. Expand Programs and Services:
 - a. Expand utilization of existing New Horizons Programs and Services.
 - b. Develop output and outcome related measures to evaluate utilization and impact of New Horizons Programs and Services.
 - c. Use output and outcome data, along with information from Stakeholder Survey, to provide recommendations about potential changes in New Horizons Programs and Services programming.

4. Engage in Activities to Initiate Search for a New Agency Headquarters:
 - a. Develop an acquisition and relocation strategy for the Agency to secure a new permanent mid-county agency headquarters. This includes conducting assessments to analyze location, commutes, and space planning. Work with the Board, staff, and consultants to ensure the building programming and floor plans meet the facility requirements to support efficient operations and provide long-term organizational sustainability.

5. Improve Agency and Program Management:
 - a. Initiate design and development of a new Housing Authority website that improves accessibility, multilingual access, navigation, and stakeholder engagement, along with an updated agency intranet to enhance internal communication, document management, collaboration, and staff access to agency resources.
 - b. Improve customer experience by providing customer service and interpersonal skills training to all staff agencywide.

Once Annual Agency Goals are established by the Board, Housing Authority staff shall provide updates on progress towards these goals on a quarterly basis through reports included in the consent agenda. The target date for completion of all goals will be 6/30/27.

RECOMMENDATION: Establish Annual Agency Goals for Housing Authority

AGENDA ITEM SUMMARY

MEETING DATE: June 24, 2026

ITEM NUMBER: 8

FROM: Exec. Director; Deputy Exec. Director

SUBJECT: Director's Report – June 24, 2026

RECOMMENDATION: Receive Report

BACKGROUND SUMMARY:

Please call or e-mail me with questions you might have on any of the Agenda Items for the June 24, 2026 meeting. My phone number is (831) 454-5931 and my email address is jennyp@hacosantacruz.org.

Chanticleer – The project completed the formal Development Review Group (DRG) meeting with the Planning Division and corresponding County departments on June 11. County staff provided positive feedback on the project plans and design, and provided feedback on sewer and stormwater management, tandem parking, and setbacks for future road improvements. Staff will work with the architects, 10 Over, to review the formal response by the DRG for the project application. The NEPA for the project has been substantially completed, however a minor amendment is underway in association with the projects plan to use the Restore Rebuild Initiative and Faircloth Authority for the project. On June 9, the County Board of Supervisors approved the County Staff recommendation for a General Plan Land Use Map amendment and rezoning of 2030 17th Avenue from low density to high density including the addition of the ministerial combining district zoning overlay to correspond with the land use designation and zoning on the adjacent 2021 Chanticleer project. On July 6, New Horizons will provide notice to neighbors of an in-person community meeting scheduled for July 21, at 6pm, located at community room at Bienestar Plaza Apartments, a MidPen project that is approximately ½ mile from 2021 Chanticleer. The Joint Development Agreement (JDA) is substantially complete, and staff are working with our financial consultant to evaluate alternative fee structures. These changes are to account for the initial investment made by New Horizons which consist of land acquisition and pre-development costs. The JDA will be presented to the Board prior to execution. Staff continue to work securing the 61 units through Faircloth Authority and the Restore Rebuild Initiative. The project must submit a substantially completed Mixed-Finance Development Proposal to HUD by August 13. Additional details below in the section on Restore Rebuild.

HUD Restore Rebuild Initiative – In May 2026 HUD sent a memo to housing authorities to notify them that HUD is “winding down” the Restore Rebuild Initiative in connection with Faircloth Authority. Faircloth Authority refers to a provision of the 1998 Quality Housing and Work Responsibility Act (QWARA) that allows housing authorities to rebuild or replace units they remove from the public housing program. The HUD memo provided notice that effectively immediately that housing authorities could not

submit any new requests to use Faircloth Authority through a Notice of Anticipated RAD Rents (NARR). The submission of a NARR request is the first step in accessing Faircloth Authority for a development project under the Restore Rebuild Initiative.

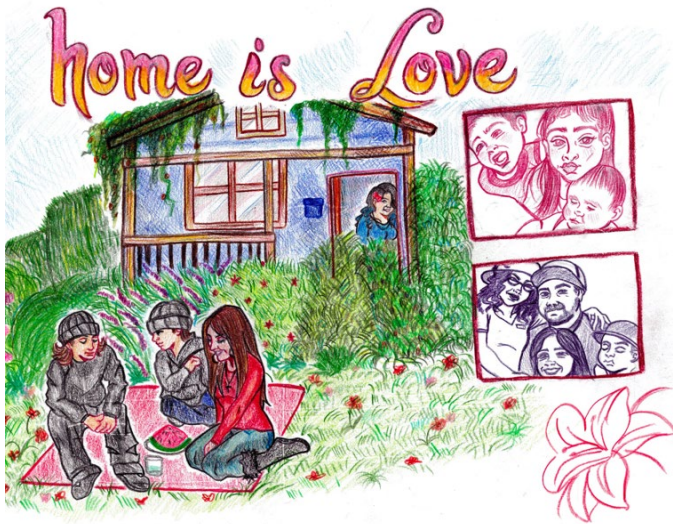
Prior to this announcement staff submitted three NARR requests to HUD. These included the use of 61 Faircloth units for Chanticleer, 69 Faircloth units for Bay Avenue Senior Apartments, an existing affordable housing project, which is currently under the control of Santa Clara County Housing Authority (SCCHA), and 65 Faircloth units for Good Shepherd, a MidPen Inc new construction project that was selected by New Horizons as a co-development project through our Co-Development RFQ.

To preserve these NARR requests the Housing Authority must submit a substantially completed Mixed-Finance Development Proposal to HUD by August 13. This proposal must demonstrate that there is viable project or acquisition to outline the project description, financing, architectural plans, or inspection requirements. Based on these requirements, staff are prioritizing proposals for the Chanticleer and Bay Avenue projects. Unfortunately, staff do not see a viable path to preserve the NARR for the Good Shepherd project. Staff plan to request that HUD increase the unit count for Bay Avenue from 69 to 108 units, and to transfer the NARR for Good Shepherd to another potentially viable project.

Staff anticipate the need to schedule a special Board of Commissioners meeting in either July or early August in order to obtain necessary approvals associated with the submission of the Mixed-Finance Development Proposal to HUD.

Headquarter Search – Staff plan to initiate the search for a new agency office headquarters. Staff are searching for an office that is located in mid-county that is accessible to clients and staff, will allow for all staff to be located within a single office space, provide a welcoming lobby with adjacent private interview rooms, and flexible meeting space for all-staff meetings, Board of Commissioner meetings, and other community events. Staff released a Request for Proposals to enter a contract with a consultant to assist with the following tasks: 1) Site Search and Selection, 2) Commute and Transit Studies, 3) Contract Negotiations, 4) Space Planning and Programming, and 5) Move Management. Staff plan to keep the Board with the progress associated with each of these tasks and will include the Board in decision making regarding site location, office programming, and relocation.

NAHRO “What Housing Means To Me” Local Poster Contest Winner – The Housing Authority recently recognized two local youth artists through the annual *What Home Means to Me* Poster Contest, a nationwide program sponsored by the National Association of Housing and Redevelopment Officials (NAHRO). The contest invites young people receiving housing assistance to express through art what home means to them. This year’s winning submissions highlighted the importance of family, belonging, and stability. First Place was awarded to Ali'ze for *Home is Love*, and Second Place was awarded to Romeo for *Home is Happiness*. Both students received framed copies of their artwork and gift card prizes in recognition of their creativity and thoughtful reflections on the meaning of home. As the first-place winner in her age division, Ali'ze’s artwork will advance to the next level of competition, where submissions from across the country are celebrated and judged.



Stakeholder Survey and Equity Report Scheduling Update – Staff had originally anticipated presenting both the Biennial Stakeholder Survey results and the 2026 Equity Report to the Board of Commissioners at the June meeting. However, due to the length of the June agenda and the significance of these items, staff are rescheduling these items to the August Board meeting. This will allow adequate time for a thorough review and discussion of the findings and recommendations associated with each report. Because neither item is subject to a regulatory or operational deadline, staff believe that postponing these presentations will result in a more meaningful discussion and better use of Board meeting time.

Legislative and Funding Updates – We have only recently received final information regarding our FY 2026 funding allocations, and yet the federal appropriations process for Fiscal Year 2027 is already underway. In June, the House Appropriations Committee approved its FY 2027 Transportation, Housing and Urban Development (T-HUD) spending bill along party lines. The proposal would provide approximately \$71.4 billion for HUD, representing a reduction of nearly \$5.9 billion below current funding levels. While the House proposal is less severe than the President's budget request, housing industry advocates have expressed significant concern regarding the potential impact on housing authorities and the low-income families they serve. The legislation now advances to the full House for consideration.

The Senate is expected to release its own FY 2027 funding proposal later this summer. As in previous years, final funding levels will be determined through negotiations between the House and Senate. We will continue to monitor the federal budget process and provide updates to the Board as additional information becomes available regarding FY 2027 funding levels and potential impacts on our agency.