District of Columbia Housing Authority
FY2024 Audit Findings Status

DCHA's annual FY 2024 financial statement audit was contracted for by the DC OIG, but was conducted by an independent third partty, SB & Company. The below chart reflects findings from SB & Company from its work auditing those FY 2024 financial statements. Only the FY 2025 auditor, CLA, can determine if the audit recommendations are officially closed/resolved. The columns below indicate DCHA's internal work to address the recommendations, challenges encountered, and dates on which DCHA's internal work was commenced and completed or is projected to be completed. Neither DCHA nor DC OIG can close the findings. As indicated, only the FY 2025 independent third party auditor can do so. We note that typically recommendations that were not fully addressed by September 30, 2024 may not be closed by the auditors even if they were subsequently resolved during the fiscal year.

Finding #	Finding	Auditor's Recommendation	Steps Taken by DCHA	Start Date	Completed / In Progress	DCHA Actual/Projected Completion Date*	Challenges /Comments
2024-01	Material Weakness-Cash Adjustment	SBC recommends that the Authority perform monthly bank reconciliations in a timely manner and write off any unsupported debit balances in the general ledger	•Monthly reconciliations are being done in a more timely manner by internal Staff and fee accountant. •All bank reconciliations will be done by internal staff. •Journal entries to write off unsupported balance have been entered as adjusting audit entries.	Jul-24	Complete	Sep-25	
2024-02	Material Weakness-Financial Statement Closing and Verification of Balances	SBC recommends that the Authority establish a formal closing process that reconciles and analyzes all material account balances. This process should include specific timelines, defined responsibilities, appropriate supervisory reviews, and the necessary standard journal entries	•A month end and year-end close check list has been established and it is being enhanced as new tasks are being added. •Balance sheet reconciliation is part of the closing process. •Currently being done by fee accountants for clean up purposes, but tasks will be shifted to staff.	Jul-24	Complete	Mar-25	
2024-03	Material Weakness- Journal Entry Authorization, Review, and Approval	SBC recommends that management review and enhance its journal entry approval process. This should ensure that all journal entries are properly reviewed, approved, and supported by adequate documentation. Standard monthly and year-end journal entries should be established as part of the closing process.	•Internal staff has been trained on new journal entry approval process. • Written SOP documented •Month-end and Year-end process and close list has been put in place and is being reviewed and enhanced as new tasks are being added.	Oct-24	Complete	Jun-25	
2024-04	Material Weakness- Capital Asset System	SBC recommends that management implement its new capital asset system. This process should include verifying and tagging all assets for control purposes. Unverified assets should be written off, and accumulated depreciation should be updated to ensure the accuracy of balances in the general ledger.	•All current and new Fixed Assets are recorded in the Fixed Asset module. •OFM and PMO are still going through identifying assets, and tagging them. •Depreciation is being recorded using the module.	Jan-25	In-Progress	Jun-26	PMO, ITD and CCD should be involved in identifying assets and tagging them
2024-05	Material Weakness-Construction in Progress (CIP) Transfers	SBC recommends that management implement adequate controls over CIP, establish criteria for transferring project costs out of CIP, and ensure proper supporting documentation for the transfers to appropriate asset classes. Construction management should play a key role in determining when a project is placed in service and communicate this information to the finance team.	•CIP and WIP are being reconciled monthly with the help of CCD and PMO. •This is currently part of the Month-end closing process. • Written SOP	Jan-25	Complete	Mar-25	
2024-06	Material Weakness-Depreciation Expense	SBC recommends that the Authority implement a capital assets system to track capital assets, which will enable accurate depreciation calculations by the system. Management should ensure proper review and approval of depreciation expense	•All current and new Fixed Assets are recorded in the Fixed Asset module. •OFM and PMO are still going through identifying assets, and tag •Depreciation is being recorded using the module.	Jan-25	In-Progress	Mar-26	PMO, ITD and CCD should be involved in identifying assets and tagging them
2024-07	Material Weakness-Disposals of Capital Assets	SBC recommends that the Authority establish a process that include periodic physical of certain capital assets periodically and reporting of disposed, replaced, or non-usable assets to finance to ensure that all disposed or non-usable capital assets are removed from fixed asset records annually.	•Disposal of assets is being communicated and recorded in a more timely manner by departments that are in charge of the asset disposal in the fixed asset module. •An annual count procedure is being established to ensure accuracy. • Written procedure in process	Jun-25	In-Progress	Mar-26	•Multiple departments involved in the process • Communication between departments when an asset is disposed
2024-08	Material Weakness- Monitoring of Loans and Mortgages Receivable	SBC recommends that the Authority implement a formal process to monitor all loans and mortgages receivable, with regular updates provided to finance when conditions change.	•DCHA has established the Office of Asset Management to oversee the authority's third-party managed properties and that includes managing loans and mortgage receivables. •DCHA is in search of a software or module that can assist in debt management.	Jun-25	In-Progress	Jun-26	•Finding a software that helps in achieving the goals • Implementation typically takes 6 months to be complete
2024-09	Material Weakness-Loan Loss Allowance Methodology	SBC recommends that management implement a structured loans and mortgages loss allowance methodology, subject to periodic review. This methodology should include an analysis of loan segmentation by type, conditions of underlaying collateral, and history	•DCHA has established Office of Asset Management (OAM). •Due to a better understanding and knowledge of loans and receivables due to DCHA and its affiliates, OAM is now in the process of coming up with a procedure to calculate a loan loss allowance and adopt a methodology.	Jan-26	In-Progress	Mar-26	•Collecting of older closing agreements • Understanding of each loan agreement and the nature of each • Documenting a methodology that can be used with the different types of loans
2024-10	Material Weakness- Accounting for Unearned Revenue and Revenue Recognition	SBC recommends that management review and enhance its processes for unearned revenue and revenue recognition, integrating them into the month-end close process with oversight from management. The amount of grants received should be accounted for in a grants management system that tracks and properly accounts for all grant dollars by grant, when the revenue can be recognized, and determines when grant billings should occur. The deferred revenue in the general ledger at year end should be reconciled to the grant accounting system	•A month end and year-end close check list has been established and it is being enhanced as new tasks are being added. •Recognizing revenue and grant accounting is part of the close check list. •This is currently being entered by a fee accountant until clean up is completed and then all tasks will be shifted back to internal staff after property training. • Written SOP	Jul-24	Complete	Mar-25	
2024-11	Material Weakness- Internal and Interim Financial Statement Review	SBC recommends that management implement a formalized review and approval process for senior management internal and interim financial statements and information. This process should identify the type of financial information and key performance measures will be presented to senior management, the frequency of the reporting, and key items of focus with a briefing. This will allow senior management to monitor, review, and know the financial condition of the Authority, its operating results for the period, how it compares to budget, progress on major financial priorities, how it stands against key performance measures, and what are financial and controls areas that require attention.	•Different financial reports and statements have been created to be reviewed to senior management and they are being enhanced and updated with the information needed by all parties. •This includes monthly budget to actual comparison, and daily cash report.	Mar-25	Complete	Mar-25	
2024-12	Material Weakness- Grant Accounting Process	SBC recommends that management enhances its grant revenue accounting processes, ensuring proper revenue recognition and unearned revenue assessment, integrated into the month-end close process.	•A month end and year-end close check list has been established and it is being enhanced as new tasks are being added. •Recognizing revenue and grant accounting is part of the close check list. •This is currently being entered by a fee accountant until clean up is completed and then all tasks will be shifted back to internal staff after property training. •Job cost module which manages grants has been updated in Yardi to provide better reporting and monitoring of grant balances.	Jul-24	Complete	Mar-25	
2024-13	Material Weakness- Reconciliation of Transfers and Inter-entity	SBC recommends that the Authority establishes a formal financial statement process to analyze and ensure inter-entity balances are properly accounted for and that the same amount is recorded in each entity's general ledger. They should also reconcile all inter-entity balances and transfers as part of the close process.	•DCHA has hired a fee accountant to untangle and reconcile intercompany historical balances. •DCHA is looking to eliminate the use of interfund accounting to a more simpler and easier way to reconcile funds due to and from DCHA and its affiliates.	Jul-24	In-Progress	Sep-26	•The interfunds include transactions that go back to many years ago and they were never settled. •Most of the transactions were entered in the older system. •Inconsistency of GL account used to record interfund. •Transitioning to a simpler way to record cash.
2024-14	Material Weakness- Risk Assessment and Mitigation Strategy	SBC recommends that management conduct risk assessments covering all aspects of financial, internal controls, and key operating systems. After the assessment of the risk, management should develop a risk mitigation strategy that establishes the order of priority to implement improvements, develop a system to monitor progress on addressing the issues, and report to senior management on status. The formal risk assessment and mitigation strategy should be developed, documented, monitored, and communicated to key stakeholders.	•In FY2025, the agency engaged a firm to perform a risk assessment of the entire agency operations, which includes inventory management, to ensure best practices are followed throughout the Authority. •This assessment is in process.	Jun-25	In-Progress	Apr-26	
2024-15	Significant Deficiency- Insufficient Collateralization of Cash Deposits	SBC recommends that the Authority establish a Treasury management function responsible for monitoring that they have sufficient collateral, monitor cash flow needs, consolidate bank accounts, monitor debt compliance, and perform other treasury management functions.	•DCHA confirmed with its financial institutions that all bank accounts that hold federal funds and are required by HUD to have a General Depository Agreement on those accounts have a GDA. •DCHA has a Treasury Analyst position that is responsible for the recommended functions.	Mar-25	Complete	Mar-25	The employee in the Treasury Analyst role was on leave for much of 2024, which meant the function was not fulfilled during much of the audit year except through other employees stepping into that role temporarily. With the employee back in the role, the treasury management obligation is now being fulfilled as a full-time role.
2024-16	Significant Deficiency over Financial Reporting-Classification of Restricted and Unrestricted Cash	SBC recommends that the Authority establish a system to track unspent funds that have legal or contractual restrictions and ensure they are properly recognized in the financial statements.	•BDO has been working on recording and classifying cash in Yardi. •OFM will review its cash balances to ensure they are properly classified in accordance with accounting standards for restricted and unrestricted balances. •OFM has an Accounting Manager that has been overseeing cash and their classificiation. •A through review will be conducted at least annually as part of the year end closing process.	Jul-24	In-Progress	Apr-26	• Beginning cash balances brought into Yardi are a result of many transactions going back to years. • Retreiving supporting documents from the older system has been a challenge.

Finding #	Finding	Auditor's Recommendation	Steps Taken by DCHA	Start Date	Completed / In Progress	DCHA Actual/Projected Completion Date*	Challenges /Comments
2024-17	Significant Deficiency over Financial Reporting-Lack of a Non-Accrual Loan Policy	SBC recommends that the Authority establish a non-accrual loan policy. Also, as part of the loans and mortgages receivable monitoring process, the department should inform finance when a loan or mortgage meets the criteria for nonaccrual and stop accruing interest on the loan or mortgage.	•OAM has been established and they oversee loans and mortgages receivables. •OAM is in search of a debt management software/module that can help with reporting and informing OFM and other involved parties on status of loan. •DCHA has established a Non-Accrual Loan policy.	Mar-25	Complete	Sep-25	
2024-18	Significant Deficiency over Financial Reporting-Inaccurate Inventory Accounting	SBC recommends that management establish a structured inventory count process as part of year- end procedures. Physical inventory counts should be reconciled with system records, reviewed by accounting personnel, and adjust the general ledger accordingly	•Inventory Control module has been implemented and OFM and PMO are going through a clean up process of historical data with a consultant. •New procedures for inventory control are being put in place. •This includes an annual inventory count as part of the year-end procedures.	Jul-25	In-Progress	Mar-26	•Implementing the module is complete • Entering and posting adjusting entries to match the module implemented and count as of September 30th 2025. •Consultant is working on training staff and providing procedures on the process for the future.
2024-19	Significant Deficiency over Financial Reporting-Accounting for Retainage Payable	SBC recommends that management improves its accounting for retainage payables and ensure that the balance in the contract system agrees with the general. The retainage payable in the general ledger should be reconciled to the retainage payables to the individual contracts in the contract system.	•Job cost module has been reviewed and updated to ensure that retainage is being recorded accurately in the system. •Training and procedures have been developed for staff to run and analyze reports.	May-25	Complete	Jul-25	
2024-20	Significant Deficiency over Financial Reporting-Lack of Physical Asset Verification	SBC recommends that the Authority implement a system to periodically verify the existence of capital assets through physical observation and remove any assets that cannot be located or are not being used from the capital assets ledger and adjust the general ledger.	•All current and new moveable assets are recorded in the Fixed Asset module. •OFM and PMO are still going through identifying assets, and tagging them. •Depreciation is being recorded using the module. •Physical count and observation will be part of the year-end close.	Jan-25	Complete	Mar-25	

* Actual completion dates reflect dates on which internal work was completed. Projected completion dates refer to work that is in process but still complete; complete dates are projected



District of Columbia Housing Authority

6-Month Progress Report

District of Columbia Housing Authority (DCHA)

Three-Year Recovery Plan

6- Month Progress Report: January 2025

Table of Contents

03 Executive Director Message

05 Department Q3-Q4 Updates

35 Appendices: HUD Correspondence



Executive Director Message

Update from the Executive Director

Last June the District of Columbia Housing Authority (DCHA) issued our Three-Year Recovery Plan, our strategic roadmap – created by staff – and designed to rebuild, restore, and revitalize our agency. At its core, this plan is about creating a stronger, more sustainable future for the families and communities we serve. Our goal, over the next three years, is to continually enhance services and restore trust while delivering quality housing and support to our residents.

As we move forward, we must acknowledge that real, lasting change takes time. The challenges facing DCHA developed over many years, and in many instances, unfortunately, will take years to correct.

As I stated during the February 2024 Oversight Hearing, the scathing 2022 HUD Report, which noted numerous agency operational deficiencies that traced back nearly a decade of neglect and mismanagement, did not fully describe the breadth and depth of the challenges facing DCHA.

Despite the substantial issues confronting DCHA, our team is making meaningful progress. We have already reached significant milestones, most notably, the impending closure of the 2022 HUD report.

As HUD has noted in two separate written letters (Appendices A and B), our team has completed a tremendous amount of work and is on the precipice of closing out the final two HUD Report items no later than May 2025, a major accomplishment given the numerous challenges the team continually encounters on a daily basis.

While managing daily activities, my team regularly responds to an inordinate number of emergencies and continues to discover major systemic concerns that have historically plagued the agency. We have made substantial progress in our efforts to address these longstanding and deep-rooted problems, though we realize there is still a long way to go, and more to discover.

Since last April, upon staff returning to the office full time, we have increased the number of residents supported by our Public Housing and Housing Choice Voucher programs. This rise in activity has afforded us the opportunity to serve hundreds of clients, in-person, weekly. Since implementing this operational change, as witnessed during the October 2024 Oversight Roundtable, we have begun to hear residents and customers acknowledge our hard work and the positive changes in the agency.

As I have previously stated, this task is daunting, but it is doable. DCHA was not broken overnight and it certainly will not be fixed overnight. Yet the DCHA team has made meaningful inroads and as we forge ahead, I remain confident that in time we will overcome the obstacles before us and deliver the results that our families deserve.

Sincerely,



Keith Pettigrew
Executive Director, DCHA



Department Q3-Q4 Updates

DCHA Department Index

Under the Three-Year Recovery Plan, DCHA's **departments** play critical roles, each fulfilling essential functions, that contribute to the agency's recovery efforts. These departments are all committed to the restoration of sound operations. Targets such as restructuring, quality control, staff development and cross-departmental communication are essential. To enhance performance and meet DCHA's mission, departments focused on improving customer service, streamlining policies, enhancing technology and standardizing procedures. The following department updates are for Q3 and Q4 calendar quarters of 2024. We also highlighted significant projected activity by quarter for calendar year 2025.

DEPARTMENT	PAGE
Office of Financial Management (OFM)	7
Human Resources (HR)	9
Office of General Counsel (OGC)	11
Office of Administrative Services (OAS)	13
Information Technology (IT)	15
Office of Customer Engagement (OCE)	17
Property Management Operations (PMO)	19
Housing Choice Voucher Program (HCVP)	21
Office of Public Safety (OPS)	23
Capital Construction & Design (CC&D)	25
Development Department	27
Office of Asset Management (OAM)	29
Office of Resident Services (ORS)	31
Office of Audit and Compliance (OAC)	33

Office of Financial Management (OFM)

Office of Financial Management (OFM) oversees all financial operations, ensuring fiscal accountability, timely audits, budget management, and the modernization of financial systems to support all DCHA's functions. OFM stepped up collaboration with internal client departments. OFM significantly contributed to **restoring DCHA's financial credibility** by completing the FY24 audit on time, along with the approved FY25 budget. Additionally, **OFM completed three years of delinquent audits for FY21, FY22 and FY23 in one calendar year** – a commendable accomplishment.

B	Recovery Plan Objectives
B1	Implement each component of the Finance Management software.
B2	Develop plan to correct data integrity issues within the financial management system.
B3	Design and develop a series of financial reports that can be generated from the financial management system.
B4	Develop and provide job specific training on the financial management system and the payroll system as new functionality is deployed.
B5	Develop standard operating procedures across department.
B6	Realign department to meet the agency objectives.
B7	Train existing staff on updated procedures and roles and recruit new staff to reflect new staffing model.

Q3 Achievements

- ✓ Submitted overdue audited financial statements for FY21–FY23. **(B3)**
- ✓ Realigned OFM to increase financial transparency with monthly reporting. **(B6)**
- ✓ Launched an online system for vendor payments. **(B3, B1)**
- ✓ Provided financial training to enhance staff efficiency. **(B4, B7)**
- ✓ Integrated Yardi financial modules for long-term planning to support recovery objectives. **(B3, B1)**
- ✓ Upgraded technology with onboarding of Datarails budget software, which supports financial planning & analysis (FP&A) and integrates Yardi and payroll UKG system for real time reporting. **(B3)**
- ✓ Fully implemented Yardi Finance module. Software conversion from FY23 to FY24. **(B1)**
- ✓ Established FY25 operating budget approved by the Stabilization and Reform (STAR) Board. **(B3)**
- ✓ Transitioned PMO to property-based budgets. **(B3)**

Q4 Achievements

- ✓ Finalized implementation of the improved payroll system. **(B1)**
- ✓ Streamlined the Accounts Payable process to improve efficiency and ensure faster payments to vendors. **(B5)**
- ✓ Developed plan to address data integrity issues within the financial management system. **(B2)**
- ✓ Defined steps needed to properly establish cash balances and perform bank reconciliations. **(B2)**
- ✓ Completed timely audited financial for FY24. **(B3)**

Office of Financial Management (OFM)

2025 PROJECTED HIGHLIGHTS

- **STANDARD OPERATING PROCEDURES (SOPs):** Develop SOPs that incorporate the new financial management and payroll systems. **Q1-Q4**

- **AUTOMATION:** Develop and adopt automated reports to promote transparency via real-time reporting for internal and external reporting. Implement Fixed Asset Automation Module in Yardi, moving away from tracking in Excel Spreadsheets. **Q1-Q4**

- **PROCESS IMPROVEMENT:** Close the books monthly to enable transparent, accurate real-time reporting and streamline the year-end process to help meet future audit deadlines. Work with PMO department on disposition of assets and inventory management. Work with Asset Management Department to track and monitor third-party managed properties including tracking notes receivables and payable. **Q1-Q4**

- **POLICIES :** Updating financial policies across the board including:
  - Financial Close and Reporting
  - Capitalization Policy
  - Disposition of Assets
  - Capital Assets and Fixed Assets
  - Revenue Cycle
  - Capital Fund Processing
  - Write-offs
  - Maintenance Inventory
  - Tenant Accounts Receivable Processing
  - Rent Collection, Investments
  - Notes Receivable & Impairment

  Q2-Q4

Human Resources (HR)

Human Resources (HR) manages talent acquisition, employee relations, performance management, training, and compliance to cultivate a skilled and customer-focused DCHA workforce. HR focused its first 6 months of recovery on **upgrading internal capacity, maximizing use of technology and streamlining procedures, while training staff for more responsive and customer friendly service** to its internal clients and the public. Performance management, recruitment, and onboarding upgrades were emphasized. Efforts to root out systemic inefficiencies, build compliance and coordinate with the newly created Employment and Labor Relations group will continue.

C	Recovery Plan Objectives
C1	Undertake an agency-wide reorganization that aligns department functions with the goals of this Recovery Plan.
C2	Engage DCHA leadership in developing and implementing a performance system that works universally and includes performs standards per job group.
C3	Develop a customer centric training program for HR department.
C4	Secure and implement new or updated technology to support HR and Department leaders in recruitment, onboarding, status changes.
C5	Complete HR system implementation and ensure system data is accurate for reporting purposes.
C6	Train all HR staff in HR best practices; administration of union contracts, HR policies and procedures, benefits administration, etc.
C7	Develop and implement comprehensive recruitment, retention, and succession plans.
C8	Conduct agency-wide training needs assessment and implement training, including mandatory programs, customer service, Department of Housing and Urban Development (HUD) mandates, EEO, etc.
C9	Redesign the HR function and staffing pattern to align with needs of the organization.

Q3 Achievements

- ✓ Enhanced staff development with Yardi programs and new UKG Human Resources Information System (HRIS) technology to foster an enhanced customer-focused culture. **(C3)**
- ✓ Initiated customer service training for departments. **(C3)**
- ✓ Launched performance evaluation module of UKG Pro. **(C2)**

Q4 Achievements

- ✓ Conducted customer service training with remaining internal departments, providing training completed agency wide. **(C3)**
- ✓ Developed procedures for new performance evaluation system and led employee trainings to support adoption. **(C2)**
- ✓ Implemented and automated recruitment process through HRIS. **(C4,C7)**

Human Resources (HR)

2025 PROJECTED HIGHLIGHTS

- **STAFFING:** Hire a Human Resources Vice-President with DC Government knowledge and experience. **Q1**

- **AGENCY-WIDE RECRUITMENT:** Plan for recruiting and retaining skilled and experienced employees. **Q2**

- **EVALUATION SYSTEM:** Utilize feedback from management and develop new evaluation system. **Q2**

- **SOPs:** Develop HR SOPs and associated guides for each HR functional area. **Q3**

- **TECHNOLOGY**: In conjunction with IT department, conduct technology needs assessment through UKG Pro to maximize data capture and analysis functionality. **Q3**

- **DESK GUIDES:** Develop desk-guides for each HR functional area to facilitate cross-training for department clients by HR staff. **Q4**

Office of the General Counsel (OGC)

Office of General Counsel (OGC) provides legal oversight and advice representing DCHA in litigation, real estate, and personnel matters while ensuring compliance with federal and local regulations and risk management. OGC began strengthening its legal operations by addressing **critical staffing needs.** Internal processes, technological advancement, and overall departmental management improved with the **hiring of a Legal Operations Manager**. Caseload management also improved **by reinstating the Legal Fellows program and hiring two Fellows**.

D	Recovery Plan Objectives
D1	Determine the root causes for the volume of fair hearings and work with the program departments to implement initiatives that reduce the volume.
D2	Review staff caseloads and seek more equitable distribution of work.
D3	Engage in cross-departmental communications and protocols for responding to departments.
D4	Move the American with Disabilities Act (ADA)/504 function to OGC and establish a job description and operating procedures to confirm that reasonable accommodations for tenants are processed and implemented expeditiously.
D5	Update and fully implement a document management process and system.
D6	Develop and implement a case management process and system.

Q3 Achievements

- ✓ Strengthened legal support by hiring a Legal Operations Manager. **(D2)**

Q4 Achievements

- ✓ Assessed technological needs of office, identified multiple technological upgrades needed to improve efficiencies and case management, and began procurement of those technological solutions. **(D6)**
- ✓ Coordinated and commenced working groups to overhaul the Admissions and Continued Occupancy Plan (ACOP) and Administrative Plan which govern the Public Housing Program and Housing Choice Voucher Program (HCVP) respectively. **(D3)**
- ✓ Provided legal support for multiple transactional closings and acquisitions of partnership interests. **(D3)**
- ✓ Hired two legal fellows to assist with fair hearings and overall OGC caseload. **(D1, D2)**
- ✓ Migrated ADA/504 office to Office of General Counsel. **(D4)**

Office of the General Counsel (OGC)

2025 PROJECTED HIGHLIGHTS

- **COMPLIANCE:** Conduct agency-wide fair housing and 504 compliance training. **Q2**
- **TRAINING:** Conduct staff training to improve internal processes, further support attorney work, and increase efficiency of staff. **Q2**
- **SOPs:** Draft updated SOPs for OGC legal workflows. **Q2**
- **STAFFING:** Further augment legal staffing by hiring a Mid-Level General Attorney **Q1**; a Senior Regulatory Counsel to lead contract review, policy advice, and analysis for the agency; and a Senior Litigation Attorney to augment litigation capabilities of office. **Q2**
- **CASE MANAGEMENT:** Procure and implement case management and document management software to improve processes and increase efficiency. **Q2**
- **SOFTWARE:** Implement e-discovery, metadata cleaning, and document comparison software. **Q1**
- **MAJOR POLICY UPDATES:** Continue to advise HCVP and PMO on final adoption of the ACOP and the Administrative Plan after making them available for public comment and Board adoption. **Q1 for initial public comment, Q3 for final adoption (ACOP); Q2 for initial public comment, Q3/Q4 for final adoption (Administrative Plan).**
- **HUD FINDINGS:** Continue working closely with OED and HUD to fully close out the handful of remaining HUD findings, most of which pertain to finalizing the ACOP and Administrative Plan. **Q2/Q3**
- **INSURANCE ASSESSMENT:** Amid rising insurance costs and decreasing coverage throughout the country, re-assess insurance needs and determine if coverage modifications are necessary to strengthen risk management. **Q3**
- **LEGAL COUNSEL:** Issue procurement for outside legal counsel. **Q2**

Office of Administrative Services (OAS)

Office of Administrative Services (OAS) handles procurement of needed goods and services with compliant contract administration, and provides operational support for all departments to streamline purchasing processes and enhance vendor relations. OAS concentrated on revising policies and procedures for both complex major procurement and routine purchasing. Additionally, OAS provided comprehensive training to department staff on these updated SOPs, ensuring thorough understanding and effective implementation. **OAS reestablished relationships with internal client departments with a concentration on timely procurement planning and prioritized improved vendor relations.**

E	Recovery Plan Objectives
E1	Review and make changes to current Procurement Policy that aligns with business practices and allows for streamlining, increasing procurement thresholds and provides more autonomy at the department level.
E2	Develop and implement formal contract administration procedures that are in alignment with DCHA's goals and comply with HUD requirements and DCHA's Procurement Policy.
E3	Conduct annual Customer Service reviews of user departments and a random sample of vendors.
E4	Assign a Contract Specialist to high volume User Departments such as OCP, CC&D, PMO and IT.
E5	Monitor user department oversight by conducting quarterly reviews of all open contracts.
E6	Provide Department Heads with access and visibility into the software system to review and approve procurement requests, to check on status of those requests and to monitor obligations and expenditures against departmental budget.
E7	Host annual Opportunities Seminar with potential vendors/suppliers to educate companies on how to utilize the DCHA website to register, certify and access solicitations and inform them of upcoming procurement opportunities.

Q3 Achievements

- ✓ Streamlined contract processes by assigning Contract Specialists to specific departments to assist with contract planning and management. **(E2)**
- ✓ Engaged all local vendors through scheduled Q&A sessions ahead of solicitation response deadlines and conducted surveys to solicit feedback. **(E1)**
- ✓ Hired additional Procurement Managers, to lead OAS staff implementation of OAS objectives. **(E1)**
- ✓ Launched an e-procurement system to enhance efficiency. **(E2)**

Q4 Achievements

- ✓ Reviewed, revised and issued an updated Standard Operating Procedures Manual that incorporates new policies and the use of technology. **(E2)**
- ✓ Commenced OAS staff trainings to support adherence to updated SOP Manual. **(E1, E6)**
- ✓ Assessed and modified solicitation documents to ensure conformance with updated (2023) Procurement Policy and alignment with improved processes. **(E1)**
- ✓ Implemented a cloud-based software, AirTable, to house and manage internal workflows including contract administration and management. **(E6)**

Office of Administrative Services (OAS)

2025 PROJECTED HIGHLIGHTS

- **PROCUREMENT GUIDE:** Develop and implement procurement user guide for client departments to ensure understanding of procurement and compliance with polices and SOPs. **Q1**
- **PROCEDURES:** Continued refinement of contract administration procedures that measure and ensure the achievement of DCHA's goals and compliance with HUD, DCHA and DC government requirements. **Q1**
- **WORKFLOW MANAGEMENT:** Implement new dashboards for all user departments to have visibility regarding contract management. The system allows for real time updates and automation to alert OAS staff and client departments. **Q1**
- **TRAINING:** Design and lead training on procurement user guide, contract administration procedures, and other updated processes for OAS staff and client departments and continue ongoing training of SOP manual. **Q2**
- **VENDOR FAIRS:** Host annual Vendor Fair with potential vendors and suppliers to educate companies on how to do business with DCHA; review how to register, certify and access solicitations; and inform them of upcoming procurement opportunities. **Q2**
- **POLICY UPDATES:** Update current policy(ies) and quality control measures related to procurement activity that allows for streamlining and provides more autonomy at the department level. **Q1**

Information Technology (IT)

Information Technology (IT) department leads the implementation, adoption and integration of technology solutions by all departments to enhance efficiency, data security, and agency-wide digital transformation. IT's core focus was **the implementation of Yardi housing program management system**, as well as training internal departments to support adoption of newly integrated Yardi modules and other software. IT **led trainings on key modules** like RentCafe, Landlord Portal, Case Manager and Maintenance IQ, along with ASPIRE, a learning management system.

F	Recovery Plan Objectives
F1	Set priority level for all projects.
F2	Widen the Project Managers' area of responsibility and require each significant project to have a written project plan.
F3	Create a Data Committee to elevate the use of data across the agency.
F4	Create a Cybersecurity Incident Response Plan.
F5	Address the underutilization of Yardi Legal, Marketplace, RentCafe PHA Resident Portal, Utility Billing, VENDORCafé, and Yardi SharePoint Document Management modules.

Q3 Achievements

- ✓ Supported resident safety by installing new or upgrading existing cameras at various DCHA sites. **(F4)**
- ✓ Developed and implemented new intranet site. **(F1)**
- ✓ Completed equipment and upgrades for all property offices and security guard booths, including installation, equipment testing and staff training. **(F1)**
- ✓ Initiated revitalization of public housing properties' technology/equipment. **(F5)**
- ✓ Yardi Case Manager went live for some HCVP based on priority. **(F5)**

Q4 Achievements

- ✓ Engaged OCE, HCVP & PMO leadership team, and subject matter experts to form strategy to increase adoption of existing portals. **(F3)**
- ✓ Completed Yardi Case Manager HCVP Mediation staff. **(F5)**
- ✓ Launched MIQ at all PMO properties. **(F5)**
- ✓ Launched ASPIRE e-learning platform on Yardi for OFM PMO, HCVP, HR, and IT. **(F5)**
- ✓ Trained HCVP and PMO on RentCafe add-on designed to allow residents and applicants to complete certification and recertification processes online when fully adopted. **(F5)**
- ✓ Advanced integration of the Maintenance IQ (MIQ) modules went live for all PMO staff. **(F5)**

Information Technology (IT)

2025 PROJECTED HIGHLIGHTS

- **YARDI IMPLEMENTATION:** Fully implement all Yardi modules required per department: **Q4**
  - Implement Yardi Case Manager for PMO, HCVP, ADA and OCE
  - Implement Management IQ (MIQ) for HCVP Inspections
  - Implement Yardi Vendor Cafe
  - Construction Manager
  - Asset IQ and Verification Services
  - Migrate HCVP to Yardi Landlord Portal
  - Conduct staff trainings to support adoption

- **POLICIES:** Update DCHA's policy management and all IT policies and procedures. **Q2**
  - Implement new DCHA Policies & Procedures management site
  - Update all IT policies and procedures. High-priority policy updates include Document Retention Policy, Cyber Security Policy, and Cloud Vendor Audit Policy, Disaster Recovery Policy).

- **SECURITY CAMERAS:** Install additional camera systems at properties. **Q2**

- **STAFFING:** Recruit and onboard staff for Network and Infrastructure and Information Systems teams. **Q2**

- **REPORTING:** Implement PowerBI for agency-wide standardized reporting infrastructure. **Q4**

- **TRAINING (Q2):** Improve technical training processes for staff, public housing residents, and voucher participants through a combination of contractor-led training and a new IT Trainer position. **Q2**

- **CYBER SECURITY:** Procure a third-party cybersecurity oversight and management partner. **Q3**

- **PROPERTY UPGRADES:** Add free public Wi-Fi to public areas such as lobbies and community rooms, and update community rooms and computer labs. **Q3**

- **PARTNERSHIPS:** Improve collaborative processes with MPD. **Q3**

Office of Customer Engagement (OCE)

Office of Customer Engagement (OCE) leads DCHA's response to inquiries by voucher participants, residents and the public, including operating DCHA's central Call Center. To **improve customer service**, OCE redesigned its workflows and **trained staff to improve** response time and provide prompt, accurate resolution of all customer inquiries.

G	Recovery Plan Objectives
G1	Reorganize the Call Center team to align with the housing programs separately (PMO, HCVP, general, etc.)
G2	Revisit current quality assurance practices for Call Center agents and CSC staff to develop new and/or additional performance standards.
G3	Develop protocols for communication with HCVP and PMO to ensure that OCE staff is up to date on program changes.
G4	Expand Yardi Access to Call Center and CSC Teams so that they can assist clients proactively, view information and make notes in the system.
G5	Train the leadership on how to pull reports from the Call Center software and CIS to measure department and staff performance.
G6	Review program forms and letters and ensure they are clear and do not ask for more information than is required.
G7	Translate all vital documents in top 6 languages (Spanish, Amharic, Chinese, French, Vietnamese, and Korean) and train customer-facing staff in Language Access policy/procedures.

Q3 Achievements

- ✓ Adopted a 'first call' approach to customer service by increasing Call Center staff, realigning teams, and increasing and updating training to improve customer care. **(G1, G4)**
- ✓ Implemented 8-week training for all Call Agents on anticipated HCVP Administration Plan changes. **(G4)**
- ✓ Centralized customer service operations and enhanced online capabilities. **(G4)**
- ✓ Expanded Yardi access for all call agents to allow for more immediate sharing of the most relevant information and improved agency collaboration. **(G4)**
- ✓ Developed streamlined Call Center reference materials in collaboration with IT to facilitate easier access to customer service tools and easier workflow. **(G4)**

Q4 Achievements

- ✓ Translated all vital documents in DC's top 6 languages in accordance with local regulations and ensured their availability on DCHA's website and trained customer-facing staff in Language Access policy and procedures. **(G7)**
- ✓ Received a 100% satisfaction rate from DC Office of Human Rights for providing the proper language access to customers who called the main number. **(G2)**
- ✓ Confirmed best practices are followed in consultation with New York and Chicago Housing Authorities' comparable performance metrics. **(G2)**

Office of Customer Engagement (OCE)

Q4 Achievements (Cont.)

- ✓ Reduced the average call wait times from 3 hours to 19 minutes through the addition of full-time Call Center staff and providing call agents with additional training on call control and de-escalation techniques. **(G2)**
- ✓ Reinstated the Housing Enjoyable Living Program (HELP), which was designed to assist voucher participants who are non-compliant due to a failed tenant-caused violation during their inspection. **(G1)**
- ✓ Implemented quality assurance practices for Call Center agents and Customer Service Center staff to improve overall performance standards. **(G2)**
- ✓ Developed new SOPs and began implementation for every customer-facing touchpoint (Call Center and 3 Customer Service Centers). **(G2)**
- ✓ Introduced tracking metrics for measuring resolution of customer inquiries: 94% of 22,000 calls received in December 2024 were resolved during first-call with the remaining 6% requiring escalation beyond initial touch point. **(G2)**

2025 PROJECTED HIGHLIGHTS

- ➢ **FORM UPDATE:** Review and update forms to identify and remove duplicative or unnecessary requests. **Q4**

- ➢ **TRAINING/UPGRADING TECHOLOGY:** Train all OCE staff on new Customer Relations Management system, a platform for managing and escalating customer calls that will replace the Customer Inquiry System ticketing system. **Q3**

Property Management Operations (PMO)

Property Management Operations (PMO) oversees the management, maintenance, and modernization of DCHA's public housing portfolio to ensure safe and habitable living conditions. PMO has focused on enhancing staff performance and accountability by focusing on **meeting industry standards and integrating technology to streamline processes**. These initiatives enabled PMO staff to deliver improved services to our residents.

H	Recovery Plan Objectives
H1	Restructure the department to optimize operations.
H2	Ensure vacancies and leasing staff remain focused on filling unit vacancies.
H3	Implement comprehensive onboarding and continuing education training for staff.
H4	Obtain support of HR to improve employee performance by helping leaders evaluate staff and enforce policies around employee improvement plans and other disciplinary measures.
H5	Review and amend current workflows to create efficiencies and increase accuracy.
H6	Establish a quality control plan for property management and maintenance.
H7	Eliminate the use of spreadsheets in favor of system reports in Yardi.
H8	Conduct monthly reviews of performance of each site against established benchmarks.
H9	Coach managers on metrics-based management.
H10	Create an urban landscaping crew by providing training to residents.

Q3 Achievements

- ✓ Created AMP property-level budgets. **(H8)**
- ✓ Implemented on-site rental payment options at all sites. **(H5)**
- ✓ Training for Certified Occupancy Specialist and Fair Housing Essentials (Area Managers, Housing Managers, Housing Management Assistants, Eligibility Specialist and Recertification Specialist); and Property Management Certification (Area Managers and Housing Managers). **(H3)**

Q4 Achievements

- ✓ Increased occupancy rate to 84%. **(H2)**
- ✓ Supplemented maintenance with contractors to accelerate work order completion on both vacant and occupied units. **(H6)**
- ✓ Reduced work order response time, with the assistance of additional resources. PMO decreased the time from response to close of emergency work orders from the period of January 2024 to December 2024 as follows:
  - Emergency work orders declined from 17 days to 10 days on average
  - Routine work orders declined from 66 days to 19 days on average.
  - Urgent work orders declined from 64 days to 32 days on average. **(H5)**
- ✓ Conducted RentCafe training for property management staff (Property Managers, Housing Manager Assistants and Area Managers). **(H3)**
- ✓ Trained maintenance staff in phases on Maintenance IQ (work order management software). **(H3, H7)**
- ✓ Customer service training for all PMO staff. **(H3)**

Property Management Operations (PMO)

2025 PROJECTED HIGHLIGHTS

- **ACOP:** In collaboration with OGC, continue efforts to adopt the final ACOP. **Q2**
- **IMPROVED PERFORMANCE STANDARDS:** Set improved performance standards of productivity for all managers and subordinates for all PMO activity. The updated standards will support efforts to eliminate backlogs while also managing daily volume of work orders, inspections, recertifications, lease up and other actions. **Q3**
- **TRAINING:** Continue leadership and management coaching for supervisors and for adoption of Yardi modules. **Q2**
- **WORK ORDERS:** Continue to improve emergency work order responses and resolve emergency work orders with the goal being within 24 hours and lower the average time from response to close routine work orders. **Q4**
- **OCCUPANCY:** Continue to improve occupancy rate with a goal of 87% by the end of CY25. **Q4**
- **INVENTORY REPORTING:** Upgrade inventory control system that monitors inventory and provides reports monthly. **Q4**

Housing Choice Voucher Program (HCVP)

Housing Choice Voucher Program (HCVP) administers federal and local rental assistance programs, including offering landlord engagement and participant services through technology and customer service in compliance with Federal and local program requirements. HCVP reorganized, forming separate Federal and local program units. HCVP **added frontline staff and supervisors**, and **improved training** to better service the fast-growing number of voucher participants.

I	Recovery Plan Objectives
I1	Restructure the department to optimize operations.
I2	Implement annual leasing plan and ongoing monitoring to achieve agency MTW leasing levels.
I3	Implement strategies to improve the effectiveness of the Local Rent Supplement Program.
I4	Improve performance and achieve compliance on key program indicators including timely inspections and HQS enforcement, timely recertifications and PIC/HIP reporting.
I5	Streamline policy and procedural documents and ensure internal consistency of MTW Plan, HCVP Administrative Plan and DC Municipal Regulations.
I6	Improve accuracy and use of program data through comprehensive data clean up and development of new management reports and tools.
I7	Implement comprehensive onboarding and continuing education training for staff.
I8	Address and close out all remaining HUD report findings; enhance quality control mechanisms to improve program compliance using data analysis and targeted program reviews.
I9	Streamline workflow and improve responsiveness to applicants, participants, and property owners.

Q3 Achievements

- ✓ Hired Housing Locators to assist voucher participants in locating units. **(I1)**
- ✓ Created an inspections hotline. **(I1)**
- ✓ Opened a new Customer Service Center location (702 H Street NW) to support walk-in visitors, serving an average of 1,527 monthly participant walk-ins and appointments. **(I9)**
- ✓ Onboarded 11 new hires, continue recruitment efforts to fill vacancies. **(I1)**
- ✓ Reorganized current department structure to improve service by distinguishing between federal and local programs for improved management, compliance, and support of both landlords and participants. **(I1)**
- ✓ Held multiple “Meet and Lease” events monthly. Five were held in Q3. **(I2)**

Q4 Achievements

- ✓ Increased utilization rate from 86% in Q3 to 88% by the end of Q4. **(I2)**
- ✓ Increased monthly leasing average from 73 per month in Q3 to 118 per month in Q4. **(I2)**
- ✓ The FY25 payment standards approved by the Board and implemented. **(I5)**
- ✓ Vouchers available to participants searching for units increased from 1,281 at start of Q4 to 1,756 at end of Q4. **(I4)**
- ✓ Enhanced landlord engagement by hiring one Landlord Liaison with a second to be hired in Q12025. **(I1)**
- ✓ Held multiple “Meet and Lease” events monthly. Eight were held in Q4. **(I2)**

Housing Choice Voucher Program (HCVP)

2025 PROJECTED HIGHLIGHTS

- **STAFFING:** Continue to fill all staff vacancies, including hiring a Quality Control Analyst, Local Program Manager, and Housing Program Specialist. **Q1**

- **DIGITAL INTEGRATION:** Complete integration of digital applications and staff training of RentCafe and the Landlord Portal. **Q2**

- **QUALITY CONTROL:** Implement quality control reviews to be conducted by program supervisors. **Q2**

- **BACKLOG:** Improve process of RFTA and inspections. **Q1**

Office of Public Safety (OPS)

Office of Public Safety (OPS) operates the 24-hour DCHA police force and focuses on community engagement, crime prevention, and safety across public housing communities. OPS actively **participated in outreach initiatives**, including all events in the Rebuilding Our Community series. Officers routinely attended community meetings and events at public housing communities. OPS efforts have **helped build and maintain trust between residents and law enforcement**.

J	Recovery Plan Objectives
J1	Implement comprehensive onboarding and continuing education program for staff.
J2	Develop and implement standard operating procedures.
J3	Equip officers with updated equipment to ensure the department is safely and efficiently performing their duties.
J4	Restructure department to better service the public safety needs of the residents and employees.
J5	Update technology to create departmental efficiency.
J6	Enhance partnerships with federal and local law enforcement agencies to assist with crime solving and prevention.
J7	Implement community policing strategies.

Q3 Achievements

- ✓ Entered into an MOU with MPD Real Time Crime (RTTC) Center. **(J6)**
- ✓ Participated in the Mayor's Firearm reward program (surrender of illegal firearms). **(J6)**
- ✓ Staffed RTTC to gather and share sensitive information with law enforcement partners in timely manner. **(J6)**
- ✓ Lead Safe Passage - Potomac Avenue Metro Station to provide safe passage to residents walking to and from station. **(J7)**
- ✓ Immediate adjustment of uniform resources (on duty and overtime) i.e. Potomac Gardens and Horizon House/Claridge Towers. **(J7)**
- ✓ OPS Training:
  - Self Defense Training was established for all newly hired Special Police Officers.
  - Inclement weather safe driving with Bureau of Justice Assistance National Law Enforcement Roadway Safety Training Program.
  - Active Shooter Preparedness Program/Active Assailant Security Branch. **(J1)**

Q4 Achievements

- ✓ Coordinated with the Drug Enforcement Agency (DEA) to facilitate the 27th National Drug Take Back events at public housing communities to allow for the safe and anonymous disposal of pharmaceuticals. **(J6)**
- ✓ Completed a Memorandum of Understanding (MOU) with the U.S. Marshall Service and the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives. **(J6)**
- ✓ D.C. Code Training to refresh on law enforcement rules. **(J1)**
- ✓ Realigned OPS staff duties to support the creation of the Business Solutions Bureau. **(J4)**
- ✓ Established an investigative unit. **(J4)**

Office of Public Safety (OPS)

2025 PROJECTED HIGHLIGHTS

- **TRAINING:** Conduct Special Police Officer training. **Q1**

- **TECHNOLOGY:** Install body cameras and implement training on OPS policy for their use. **Q3**

- **GREENLEAF:** Open and staff the Greenleaf public safety substation. **Q1**

Capital Construction & Design (CC&D)

Capital Construction & Design (CC&D) stabilizes and revitalizes DCHA's properties through capital improvements, unit turnarounds, and infrastructure modernization. CC&D collaborates with Development and Property Management Operations to assess and stabilize DCHA properties, focusing on unit turn-arounds including unit interiors, common areas, and critical capital repairs. **These efforts ensure properties' sustainability.**

K	Recovery Plan Objectives
K1	Coordinate all activities with Development, Property Management, and Asset Management to ensure that DCHA is in compliance with all regulatory requirements and to create a healthy environment for the residents that we serve.
K2	Prepare a comprehensive tracking for all building units, systems, and public infrastructure so that DCHA can better project its capital investment and replacement strategies.
K3	Support PMO's initiative to eliminate the vacancy backlog and to support managers when operating budgets are unable to meet the repair needs.
K4	Together with the Asset Management department, create a system-wide tracking and evaluation system that will ensure the efficient operation of all DCHA properties.
K5	Create design and scope standards that will improve the quality of services provided by construction contractors.
K6	Improve the quality of construction managers so that scarce capital resources can be utilized effectively.

Q3 Achievements

- ✓ Addressed vacancy backlog:
  - Inspected all vacant units and categorized necessary repairs.
  - Created a collaborative database to track vacant units.
  - Increased contractor pool from 11 to 30 vendors for unit repairs.
  - Established standard operating procedures for vacant unit turns.
  - Developed standard scope and design specifications to ensure consistency.
  - Provided training to staff on design and scope standards.
  - Implemented a structured vacant unit turn process. **(K3)**
- ✓ Implemented quality control software to streamline invoice creation and approval. **(K6)**

Q4 Achievements

- ✓ Established a newly created Capital Construction & Design department, distinct from Development. **(K1)**
- ✓ Revised city budget to align with recovery initiatives and long-term subsidy strategy. **(K1)**
- ✓ Created a capital repairs database to cross-reference physical needs, work orders, and urgency levels by property. **(K2)**
- ✓ Aligned Capital Budget Requests for more efficient funding obligations. **(K6)**
- ✓ Improved vendor payment processing to ensure timely and consistent payments. **(K5)**
- ✓ Developed a searchable electronic database for all DCHA property drawings, streamlining project requests. **(K4)**

Capital Construction & Design (CC&D)

2025 PROJECTED HIGHLIGHTS

- **PERFORMANCE:** Implement contractor performance software to enhance tracking and evaluation of vendors across all contracts. **Q1**

- **DATA INTEGRITY:** Enhance data integrity by developing a sustainability database to track green technology installations and energy initiatives; establish a Capital Construction database to manage all ongoing and future projects; and improve tracking of vacant unit metrics to increase efficiency and utilization rates. **Q4**

- **TRAIN:** Develop comprehensive training programs for construction and project management staff. **Q4**

Development Department

The Development Department secures funding, partnerships, and employs redevelopment strategies to expand and preserve more affordable housing for eligible low- and moderate-income residents served by DCHA. The Development Department has **initiated negotiations** with limited partners to preserve public housing units by exercising the right of first refusal on four properties. Additionally, in response to the fiscal and other constraints faced by the affordable housing industry in the District, the Development Department, in collaboration with other real estate-focused internal departments, has **begun redefining the mechanism for stabilizing DCHA's portfolio**.

L	Recovery Plan Objectives
L1	Reposition the operating subsidy of all public housing units.
L2	Procure partners who support DCHA's Development Principles to Redevelop and Preserve DCHA communities.
L3	Create a dynamic resident engagement plan by connecting development staff to public housing residents.
L4	Improve communication and cooperation between the Development Department and all other DCHA departments.
L5	Expand the capacity to allow DCHA to develop its portfolio and grow the number of units that serve low- and very-income households in the District.

Q3 Achievements

- ✓ Submitted Section 18 applications in preparation for the redevelopment. **(L5)**
- ✓ Established development and subsidy repositioning principles to guide all DCHA development activity. **(L5)**
- ✓ Supported STAR Board's codification of the policy preserving tenant rights, including the right to organize and the right to return in an adopted Conversion Manual. **(L5)**
- ✓ Continued collaboration and oversight of long-term redevelopment projects at Barry Farm, Kenilworth Courts and Park Morton communities, with resident engagement and relocation plans in progress. **(L5)**

Q4 Achievements

- ✓ Provided training to the STAR Board on the repositioning policy and their importance to the development program. **(L5)**
- ✓ Held formal opening of The Asberry at Barry Farm and commenced leasing and resident move in. **(L5)**
- ✓ Completed construction of Kenilworth Courts Phase 1 and began leasing and residents move- in. **(L5)**

Development Department

2025 PROJECTED HIGHLIGHTS

- **PARTNERSHIP:** Procure partners who support our Development Principles to Redevelop and Preserve DCHA Communities. **Q4**

- **ENGAGEMENT:** Improve connectivity between Development staff and public housing residents through enhanced resident engagement. **Q2**

- **ORGANIZATION:** Reorganize department to reflect changed purpose and mission consistent with DCHA's strategic goals. **Q3**

Office of Asset Management (OAM)

Office of Asset Management (OAM) oversees DCHA's mixed-finance real estate portfolio, by overseeing compliance, ensuring strategic planning, financial sustainability, and long-term asset preservation. The creation of OAM is a critical part of DCHA's mission to restore trust and improve the quality of life for residents through strategic asset management practices. A departmental budget was established as part of the FY25 agency budget, and the office **successfully identified, recruited, and onboarded the department's Director.**

M	Recovery Plan Objectives
M1	Create systems and structures to preserve and protect all DCHA units.
M2	Create strategic and financial strategies for all DCHA properties.
M3	Monitor and manage all third-party property management contracts and co-developed properties to ensure that all roles, responsibilities, and obligations (regulatory and contractual) are being met.
M4	Conduct all investor and financial relations to ensure that DCHA is meeting is regulatory, contractual, and financial responsibilities for each repositioned and redevelopment properties (regardless of whether co-developed or self-developed).
M5	Advise on all project-based budgets, track operating subsidies for each property, and ensure compliance with all legal requirements for the various organizational structures created by DCHA for the redevelopment or repositioning of properties.
M6	Advise Executive Director on all development plans, agreements, and strategies related to the redevelopment, preservation, modernization, and expansion of DCHA's portfolio.

Q3 Achievements

- ✓ Created the department and established four positions: Director, Asset Management Analyst, and two Asset Managers. **(M1)**
- ✓ Established standard records management process to compile key documents for all properties in the portfolio. **(M1)**
- ✓ Developed a portfolio inventory database with key information about mixed finance and public housing properties. **(M2)**

Q4 Achievements

- ✓ Hired Asset Management Analyst. **(M1)**
- ✓ Conducted an asset management function assessment across multiple departments, including a combination of data and information gathering, and meetings with DCHA staff to establish foundational information. **(M3)**
- ✓ Established internal workflows and standard communication with key departments. **(M1)**
- ✓ Strengthened communication with property owners and property management staff by assigning OAM points of contact. **(M4)**
- ✓ Reconciled DCHA's obligations regarding public housing operating subsidy. In collaboration with OFM, verified that subsidy calculation practices were in compliance with each property's regulatory and operating agreement. **(M4)**

Office of Asset Management (OAM)

2025 PROJECTED HIGHLIGHTS

- **DEAL BOOK:** Create Deal Book project summary for each property in portfolio. **Q2**

- **HANDBOOK:** Establish Policies & Procedures handbook for department. **Q2**

- **TRACKING:** Create monthly financial tracker to capture financial health of all properties in portfolio. **Q1**

- **SOPs:** Develop standard operating procedures and workflows for interdepartmental functions. **Q2**

- **LOANS:** Monitor all loans and mortgages DCHA or its affiliates have issued. Create methodology to establish loan loss allowance and maintain tracking system in collaboration with Office of Financial Management. **Q2**

Office of Resident Services (ORS)

Office of Resident Services (ORS) provides direct support to improve the lives of residents and participants by offering workforce development, financial literacy, and social programs to support economic mobility and well-being. Comprehensive support services for public housing residents include the Apprentice Training Program and other workforce development initiatives; certification courses, OSHA 30-training; financial literacy classes; and an annual homebuyer education event, as well as partnerships for youth and senior activities.

N	Recovery Plan Objectives
N1	Undertake a comprehensive needs assessment of Public Housing and Housing Choice Voucher participants.
N2	Create and implement a comprehensive ORS strategic plan to include youth, senior, and family services.
N3	Realign staff structure to support new ORS plan.
N4	Seek out additional grants and other methods of financial support to assist with meeting the service needs of the clients.
N5	Develop a comprehensive employee training program for the department.
N6	Determine appropriate technology and implement to track and report on department metrics and outcomes.
N7	Update SOPs and ensure staff are fully informed of changes.
N8	Create partnerships with diverse local stakeholders.
N9	Implement programmatic activities year-round.

Q3 Achievements

- ✓ Launched community outreach initiatives across all public housing communities via the Rebuilding Our Communities event series, which included:
  - 8 enhanced block party style events.
  - 50 service providers.
  - Distribution of free groceries and other giveaways to a total of 2,400 public housing families. **(N9)**
- ✓ Strengthened local partnerships to support resident needs:
  - Apprenticeship placements with Apartment and Office Building Association of Metropolitan Washington.
  - Dress for Success Indochino DC men's clothier (DCHA Apprenticeship Program).
  - FSS Homeownership events:
    - Manna Inc.
    - Wells Fargo
    - US Bank
    - State Farm **(N8)**

Q4 Achievements

- ✓ Realigned staff structure to support new Resident Services plan. **(N3)**
- ✓ Hosted the DCHA annual "Gift of Love" event and distributed more than 3,000 toys and youth winter coats as well as books for the holiday season. **(N9)**
- ✓ Continued organization and oversight of year-round programmatic activities:
  - Anti-Bullying/Peace Rally (115 youth), Halloween Haunted House, Annual Senior Luncheon (400 seniors), Job Skills Certifications (407), C3 cares senior vaccination clinics (89 inoculated), 7th Annual DCHA Apprenticeship Training Program (19 graduates), Operation Warm (450 coats gifted). **(N9)**
- ✓ Created DCHA's Apprenticeship Training Program Landing Page on the DCHA website. **(N9)**

Office of Resident Services (ORS)

2025 PROJECTED HIGHLIGHTS

- **TRAIN:** Develop a comprehensive employee training program for the department. **Q1**
- **SOPs:** Update standard operating procedures and ensure staff are fully informed of changes. **Q2**
- **APPRENTICESHIP:** Commence cohort # 8 of DCHA Apprenticeship Training Program. **Q1**
- **WEBSITE:** Collaborate with OPAC and IT to continue buildout of the ORS landing page. **Q1**
- **DCHA CARES:** Launch DCHA Cares Senior Initiative. Increase use of EnVision Center and Frederick Douglass Community Center by HCVP, PMO and IT for customer voucher briefings, lease up events, and technology trainings. **Q1-Q2**
- **PARTNERSHIP:** Reestablish University of the District of Columbia partnership and present at the EnVison Center. **Q1**
- **SCHOLARSHIP:** Inform and encourage public housing residents and voucher families to apply for Commitment to Excellence Scholarship Program (CESP). **Q3**
- **PROGRAMS:** Continue to organize and oversee various programmatic events and activities, including but not limited to:
  - Fatherhood Initiative (1) year anniversary celebration
  - Do Your Best: Summer youth employment program
  - 7th Annual Entrepreneurship Expo
  - Anti-Bullying Peace Rally
  - FSS Homeownership event
  - Empower U Initiative events
  - DCHA ATP completion ceremony
  - Gift of Love

  Q1-Q4

Office of Audit and Compliance (OAC)

Office of Audit and Compliance (OAC) conducts audits, investigations, and inspections to strengthen internal controls, prevent fraud, and abuse in DCHA's expenditures and operations. These broad functional areas encompass a wide range of activities included in OAC's charter including, but not limited to, assessing the strength of internal controls; investigating fraud, abuse and waste; conducting inspections and monitoring the quality of inspections across multiple program areas including lead-based paint testing and monitoring the use of tenant participation funds by Resident Councils.

O	Recovery Plan Objectives
O1	Develop and implement FY25 Audit Plan.
O2	Establish and implement coordinated compliance and quality control plan for each program department identifying respective roles of OAC and end-user departments. Incorporate OAC technical assistance to internal departments.
O3	Finalize and implement departmental staffing plan.
O4	Assess Yardi reporting capabilities to support internal controls, compliance and quality improvements. Work with IT and program departments to implement enhanced Yardi reporting.
O5	Provide training on fraud, waste and abuse.

Q3 Achievements

- ✓ Increased number of compliance audits. **(O1)**
- ✓ Developed and conduct training on policies and Audit response protocols. **(O2)**
- ✓ Perform Resident Council Compliance monitoring (ongoing). **(O2)**
- ✓ Develop policies and procedures to support internal departments (ongoing). **(O2)**
- ✓ Created staffing plan and hired additional staff (ongoing). **(O3)**
- ✓ Developed and received Board approval for the Anti-Fraud Policy. **(O1)**

Q4 Achievements

- ✓ Presented pilot training during Compliance Week 2024. **(O2)**
- ✓ Resident Council Compliance monitoring – (ongoing). **(O2)**
- ✓ Develop policies and procedures to support internal departments– ongoing. **(O2)**
- ✓ Created staffing plan and hired additional staff – (ongoing). **(O3)**

Office of Audit and Compliance (OAC)

2025 PROJECTED HIGHLIGHTS

- **MONITORING:** Create tracking log to monitor progress of quality control plan. **Q4**

- **STAFFING:** Hire Compliance Analyst. **Q4**



Appendix A

U.S. Department of Housing and Urban Development

Baltimore Field Office
Bank of America Building, Tower II
100 S. Charles Street, Suite 500
Baltimore, MD 21201

Charleston Field Office
One Midtown Square
414 Summers Street, Suite 110
Charleston, WV 25301

District of Columbia Field Office
CNN Building
820 First Street, NE, Suite 300
Washington, DC 20002

September 24, 2024

Keith Pettigrew
Executive Director
District of Columbia Housing Authority
300 7th Street SW
Washington DC 20024

Dear Mr. Pettigrew,

Since you joined DCHA in November 2023, my office has seen positive improvements to many aspects of DCHA's operations. DCHA has also made progress in closing additional findings and recommendations from HUD's 2022 Assessment report.

Specific to the HUD Assessment, our teams have worked together to close 19 findings and 3 recommendations. Twenty-one findings and 1 recommendation remain open of the original 82 findings, 26 recommendations, and 5 observations. Overall, 75% of the findings have been closed, and 80% of all cited items (findings, recommendations and observations) are closed.

There are additional findings and the last recommendation that our teams are currently working together to close. Our teams are also working on the timeline for the closure of remaining items.

In addition to progress on the HUD Assessment, DCHA has made many improvements to its operations, including:

- Hiring an experienced senior management team,
- Focusing on customer service by brining DCHA staff back into the office and restarting in-person HCV briefings/engagement,
- Expanding/improving its use of its software systems,
- Catching up on 2 years of overdue financial submissions to HUD to bring DCHA current on required financial reporting to HUD,
- Working to ensure all Federal HCVs meet HUD's rent reasonableness requirements,
- Walking all public housing units to determine status and needs,
- Improving the accuracy of PIC data by submitting unit status change requests for vacant units that qualify for appropriate unit statuses and addressing PIC errors for both the public housing and HCV programs,

- Setting plans to improve HCV utilization and public housing occupancy and taking the necessary steps to make progress towards those goals,
- Reevaluating DCHA's public housing stock and starting to move towards redevelopment of important sites,
- Engaging residents, advocates and partners to obtain feedback and plan for the future, and
- Developing a 3-year recovery plan.

I am encouraged by the progress so far, and I look forward to continuing to work with you and your team to closeout the HUD Assessment and execute on DCHA's Recovery Plan.

Sincerely,

LAURE
L DAVIS

Digitally signed by: LAUREL DAVIS
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Laurel L. Davis
Director
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Appendix B

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Charleston Field Office
One Midtown Square
414 Summers Street, Suite 110
Charleston, WV 25301

District of Columbia Field Office
CNN Building
820 First Street, NE, Suite 300
Washington, DC 20002

January 17, 2025

Keith Pettigrew
Executive Director
District of Columbia Housing Authority
300 7th Street SW
Washington DC 20024

Dear Mr. Pettigrew,

HUD has completed its review of the District of Columbia Housing Authority's (DCHA) recent submissions pertaining to the closure of additional findings and recommendations from HUD's 2022 Assessment report. This letter conveys the status of your submissions and discusses next steps pertaining to the settlement fund for findings HCV3, HCV4, HCV5 and HCV6. This letter concludes by listing the remaining open findings, which require updates to DCHA's Admissions and Continued Occupancy Policy (ACOP) and Administrative Plan in order to be closed.

Review Findings Requested for Closure

- **PH13 – Vacant Units/PIC Reporting, 13a – PIC Data and Operating Subsidy, and 13b – PIC Unit Status**
  - DCHA leadership completed a review of all public housing units to ensure that occupancy data reported in PIC is accurate. During this review, DCHA identified units that were not reported properly and performed an analysis of these units to determine when they were vacated and resulting impacts on Operating Subsidy payments from HUD for which the units were not eligible.
  - The Field Office engaged the Public Housing Financial Management Division (FMD) to validate the amount for repayment. FMD's calculated amount, prior to applying annual prorations, is $327,952. Once complete, FMD will issue a letter to DCHA conveying the final amount. Operating Subsidy payments have been obligated to PHAs through March 2025; thus, FMD will offset the final amount of DCHA's repayment in a subsequent 2025 Operating Subsidy obligation.
  - DCHA continues to work with the Field Office to review unit status data across its portfolio, process unit status change requests, and increase program occupancy.
  - ***Status: Closed. FMD will effectuate repayment through an Operating Fund Offset in 2025.***

- **PH24 – Rent Determination and Verification**
  - DCHA reviewed over 5,000 files to ensure calculations are accurate. Three percent of files were found to have errors, and DCHA has recalculated and adjusted ledgers for those families. DCHA has and will continue to ensure staff are appropriately trained on rent calculations and verification processes.
  - ***Status: Closed. HUD will review implementation during a future onsite review.***

- **PH30 – Mold**
  - DCHA has resolved its backlog of work orders pertaining to mold issues and will continue to address any new work orders as they arise.
  - ***Status: Closed.***

- **PH31 – Units Decent, Safe and Sanitary**
  - Of the 14,441 open work orders, DCHA reported on 1/6/25 that all but 47 have been resolved and closed. They continue to work to resolve those 47 and to ensure timely resolution of new work orders. DCHA has made substantial progress to resolve its backlog and address new work orders in a timely manner.
  - ***Status: Closed.***

- **PH32 – Wastewater/Aging Infrastructure**
  - DCHA formed a new department, Capital Construction and Design (CCD), to help address DCHA's short-term and long-term infrastructure needs. DCHA submitted CCD's plan to HUD with a request for closure of this finding. The plan establishes a proactive framework for managing aging infrastructure and preparing units for occupancy efficiently, ensuring that long-term preservation and tenant satisfaction are prioritized. In November, HUD staff went onsite to two public housing properties with DCHA to better understand the implementation of this plan.
  - ***Status: Closed.***

- **HCV15 – Repayment Agreements**
  - DCHA has identified and is monitoring the status of outstanding tenant and landlord accounts. DCHA has established a process to address overdue balances and is procuring a collection agency to address former landlords that have not paid overdue balances.
  - ***Closed. HUD will continue to monitor progress through monthly HCV utilization calls.***

- **RF3 – EPC**
  - DCHA engaged a title firm to review title records for HUD's sample of 10 EPC properties. No evidence of encumbrances pertaining to the EPC financing were found.
  - ***Status: Closed.***

DCHA's Proposal to Close HCV3, HCV4, HCV5, and HCV6

On October 31, 2024, DCHA proposed to close 4 HCV findings based on actions taken to-date and the creation of a fund, administered by DCHA, to enhance voucher holder success rates and increase housing choice for current voucher holders.

Below is a summary of the actions taken to-date for each of the 4 findings:

- **HCV3 – Payment Standards**
  - HUD's 2022 Assessment found that DCHA did not update its payment standards in 2020 or 2021 using updated FMRs. Utilizing MTW flexibility, DCHA established a payment standard schedule at 175% of the applicable FMRs in 2018. In 2019, DCHA increased the percentage to 187% of the 2019 FMRs and then continued to use this payment standard schedule in 2020 and 2021.
  - DCHA's 2019-2021 payment standard schedule amounts were equivalent to 187% of 2019 FMRs, 181-185% of 2020 FMRs and 175-183% of 2021 FMRs. While DCHA did not update payment standard schedules in 2020 and 2021, the payment standard amounts remained very high throughout this period relative to the then-applicable FMRs. DCHA was still using its MTW flexibility to offer a higher payment standard than would be allowed under HUD regulations, which in turn did provide participants with more choices of units and locations throughout the District.
  - Because DCHA's MTW payment standards still allowed HCV participants to access significant housing opportunities in the District, HUD agrees that it does not appear that maintaining the 2019 payment standards for an additional two years led to substantial adverse impacts on HCV participants. The 2019-2021 payment standards still exceed current DCHA average gross rents in the HCV program.

- **HCV4 – Utility Allowance Schedule**
  - HUD's 2022 Assessment found that DCHA did not update its MTW HCV Simplified Utility Allowance (UA) schedule from 2015-2022. DCHA subsequently closed out its simplified UA schedule MTW activity and updated the HCV UA schedule in accordance with standard, non-MTW HUD HCV requirements.

- To assess impacts, DCHA conducted an analysis of the 2015-2022 Simplified UA schedule amounts in comparison to the 2023 UA schedule, which DCHA implemented in response to the HUD Assessment's finding. The analysis showed that 84% of participants from the sample received a *higher* utility allowance (averaging $80) under the 2015-2022 Simplified UA schedule than they received under the 2023 UA schedule. DCHA believes this data indicates that the Simplified UA schedule caused minimal, if any, financial hardship to participants over the course of its implementation. Further, DCHA records indicate that no participants requested a hardship as a result of the Simplified UA activity.

- **HCV5 – Rent Reasonableness**
  - At HUD's direction, DCHA completed a rent reasonableness review for all currently assisted HCV units in Spring 2024. The review found that 2,295 units did not meet rent reasonableness. DCHA believed this was due, in part, to incomplete unit characteristics data which their Affordable Housing system requires to pull accurate comparables. In order to avoid the potential displacement of current residents, HUD and DCHA agreed that DCHA would conduct inspections of the 2,295 units and complete a unit characteristics worksheet, which would be used to re-run the rent reasonableness analysis.
  - A summary of DCHA's completed analysis is below:

			Market Rent Redetermination Results (December 2024)								
					DCHA Rent EXCEEDS Estimated Market Rents (December 2024)						
Bedroom	# Of Federal Voucher Leased Units (5/30/24)	# Estimated Over Market Units (5/30/24)*	# Units No Longer Under Lease	# Units - DCHA rent is equal to or less than Estimated Market Rent (December 2024)	# Units (December 2024 Certifications)	Avg Payment Differential (December 2024 Certifications)	# of RR Certifications in Process	Avg Payment Differential (In Process)	Total Monthly Payment Differential: ALL	36 Month Payment Differential: ALL
0	586	150	37	31	77	$424	5	$316	$34,202	$1,231,272
1	4521	1157	178	575	375	$313	29	$441	$130,135	$4,684,860
2	3537	565	111	343	90	$323	21	$294	$35,195	$1,267,020
3	2168	284	56	183	29	$325	16	$339	$14,862	$535,032
4	839	86	19	55	10	$476	2	$464	$5,688	$204,768
5	333	31	4	22	4	$349	1	$85	$1,481	$53,316
6	89	16	1	13	1	$265	1	$263	$528	$19,008
7	13	2	0	2	0	-N/A-	0	-N/A-	$0	$0
8	2	0	0	0	0	-N/A-	0	-N/A-	$0	$0
TOTAL	12088	2291	406	1224	586	$333	75	$363	$222,091	$7,995,276

**4 Duplicate Addresses removed from original 2295*

  - HUD's report required DCHA to go back 3 years in its analysis of overpayments due to not implementing rent reasonableness requirements. The total 3-year overpayment amount based on DCHA's analysis is $7,995,276; this amount will be repaid to DCHA's program from non-Federal funds and disbursed to support tenants through a special fund. More information about the fund's purpose, how it

will be used, and HUD requirements pertaining to its management are detailed later in this letter.

- **HCV6 – HAP/Family Rent to Owner**
  - As noted above under HCV3, HCV4 and HCV5, DCHA's analysis demonstrated that HCV participants benefitted from the policies that were in place; and as a result, there were not significant adverse impacts to voucher participants.
  - Further, under DCHA's HCV Administrative Plan (and the DC Municipal Regulations) in effect prior to April 2023 and during the period covered by HUD's 2022 Assessment, HCV participants and applicants had the right to request an informal hearing and challenge a broad range of factors and conditions of their program participation. If any participant had a concern with how their portion of the rent was calculated, they could request an informal hearing. Over the course of the HUD 2022 Assessment period (and continuing to the present), HCVP participants were aware of their right to challenge DCHA's determinations. At the voucher briefing and each time a participant's rent portion was calculated, whether at lease up or re-examination, the participant was given notice that shows how to challenge or receive more information. This allowed participants to contest any issues that a participant had with the rent paid by DCHA to the landlord including utility allowances, payment standards and other relevant components of the calculation.

In addition to the above actions taken to-date, and based on the overpayment amount from DCHA's rent reasonableness analysis, DCHA will establish a fund to provide, at minimum, the following services:

- **Mobility counseling and housing navigation assistance** – DCHA found that many participants struggle to find units within the time period provided. While this may be due to various factors, DCHA wants to assist participants as much as possible to find units in the locations in which they want to reside. DCHA has recently brought on 3 housing navigators but would use the fund to hire additional navigators.
- **Payment of application fees** – A number of advocates and participants have raised issues with DCHA regarding application fees, particularly in situations in which a participant pays a fee only to be rejected by the landlord or for DCHA to reject the unit if it does not pass rent reasonableness. This fund could assist participants who would otherwise have to pay multiple application fees.
- **Assistance with security deposits** – Security deposits can often be a barrier to leasing for extremely low-income participants.
- **Landlord funds** – DCHA would establish a fund that helps compensate landlords for damage to their units or high utility bills caused by HCV participants. There is already a

fund administered by a local nonprofit with respect to local vouchers, and this fund could potentially be administered by the same organization, following similar rules for reimbursement. This will help incentivize landlords to remain in the HCV program, even if they may have had a negative experience with a participant.

- **Other landlord incentives** – The availability of units is essentially to successful lease ups, so the fund could also be used to create other incentives to attract landlords to participate in the HCV program.

HUD concurs on the establishment of this fund, in order to provide additional resources for current participants and new Housing Choice Voucher holders. Below are the terms for the establishment and operation of the fund:

1. Amount and Source – DCHA must allocate a minimum of $7,995,276 in non-federal funds. This amount represents 3 years of calculated overpayments, due to DCHA not performing rent reasonableness reviews of the rents landlords requested. Within 14 days of this letter, DCHA should identify to HUD the specific source of funds to be used and provide HUD with evidence that the funds have been restricted under the HCV program for this use.

2. Terms – Within 45 days, DCHA must establish a process for distributing funds to participants and landlords and must notify participants and landlords of the availability of these funds. DCHA must provide HUD with a copy of this process as well as documentation of its notifications to participants and landlords within 45 days of this letter. Disbursements of funds should begin no later than 60 days from the date of this letter and continue until the funds are fully utilized.

3. Reporting – DCHA must provide quarterly progress reports on the fund to the PIH Director in HUD's DC Field Office, starting on March 31, 2025. The report should indicate the beginning balance, current quarter's disbursements, cumulative disbursements and remaining balance of the fund. DCHA must also include information on the types of activities and the number of participants assisted. Additional information may be requested by HUD to ensure appropriate administration of these funds.

Status: Based on the analysis and actions taken by DCHA to address HCV3, HCV4, HCV5 and HCV6, in conjunction with DCHA's establishment of a fund to benefit HCV participants HUD is closing these 4 findings.

Remaining Open Findings

As a result of the closures above, 9 items remain open. The table below lists the open items.

Number	Finding Area	Corrective Action
PH1	ACOP	DCHA must update its ACOP in accordance with HUD requirements and its approved MTW Plan. Staff must receive training on the MTW plan and HUD requirements. DCHA must provide HUD with a copy of the updated ACOP with Board Resolution and evidence of staff training.
PH14	Tenant Selection	DCHA must establish and implement written policies for admission of tenants and train staff on the knowledge and implementation of the new policies. These policies shall provide and include the following: · Targeting admissions to extremely low-income families; · Deconcentration of poverty and income-mixing in accordance with the MTW Agreement; · Precluding admission of applicants whose habits and practices may reasonably be expected to have a detrimental effect on the residents or project environment; · Objective and reasonable policies for the authority's selection of eligible applicants, including requirements for applications and waiting lists (see 24 CFR 1.4), and for verification and documentation of information relevant to acceptance or rejection of an applicant, including documentation and verification of citizenship and eligible immigration status under 24 CFR part 5; and · Policies of participant transfer between units, developments, and programs. For example, DCHA can adopt a criterion for voluntary transfer where the tenant must meet all obligations under the current program, including payment of charges to the authority. DCHA must provide HUD with a copy of these policies and procedures, associated Board resolutions and evidence of staff training.
PH14a	Selection Methodology	DCHA must develop and implement policies and procedures for selecting applicants from the waiting list with the same preference qualification using two criteria— (1) Date and time of application; and (2) A drawing or other random choice technique. In addition, the method for selecting applicants must verify how each applicant was chosen in accordance with the procedure specified in its ACOP. This method must be evident and clear for auditing purposes HUD must receive a copy of these policies and procedures, associated Board resolutions and evidence of staff training.
PH27	Reasonable Accommodations and Transfers	DCHA must create, approve, and implement policies and procedures governing how it provides information to applicants and residents on reasonable accommodations and transfers, how it conducts intakes, process, approve and/or deny reasonable accommodation and transfer requests. The policy and procedure must also clearly define how applicants and residents are informed about the status of their requests. In addition, DCHA must create a log tracking reasonable

		accommodation and transfer requests. The log must contain the request's submission date and approval/denial date. DCHA must train staff on both the Reasonable Accommodation and Transfer policies and procedures. DCHA must provide copies of updated policies and procedures, logs, a plan and timeline for implementation, Board resolutions and evidence of staff training to HUD.
HCV1	Admin Plan	DCHA must review and update its HCV Administrative Plan to be consistent with the MTW Plan. The Administrative Plan, including any revisions, and the MTW plan must be in accordance with HUD regulations and contain consistent requirements. In addition, the Plans must be formally adopted by the PHA Board of Commissioners. Once adopted, DCHA should train all staff on the Administrative Plan and the MTW Plan provisions. The Administrative Plan and the MTW Plan must be made readily available to residents and the public. DCHA must provide a copy of the updated Administrative Plan and MTW Plans, a copy of the Board Resolution approving the Plans, evidence of staff training, and evidence that these documents are readily available to the public to HUD.
HCV2	HCV Wait List Management	DCHA must manage their waiting list in accordance with HUD regulations, their MTW Plan and their HCV Administrative Plan.
HCV2a	Applicant Ranking	DCHA must develop a process for selecting applicants from the waiting list with the same preference qualification using two criteria (1) Date and time of application; and (2) A drawing or other random choice technique. In addition, the method for selecting applicants must leave a clear audit trail that can verify each applicant was chosen in accordance with the procedure specified in its Administrative Plan.
HCV8	Recertifications	DCHA must update its HCV Administrative Plan and ensure its recertification policies are consistent with its MTW Plan. DCHA must provide a copy of its updated plans with Board Resolutions to HUD;• DCHA must analyze all current HCV participants to determine what recertifications are required. Based on this analysis, DCHA must establish a plan and a timeline to complete these recertifications. DCHA must supply this plan to HUD and provide monthly updated progress reports; and • DCHA must create and implement tracking reports for recertification and train staff on the same. DCHA must supply a copy of these reports and evidence of staff training to HUD.

HCV9a	HQS/Inspections	DCHA must conduct inspections, including supervisory quality control HQS inspections, in accordance with its HCV Administrative and MTW Plans. DCHA must implement a procedure for both and train staff on the same. In addition, DCHA must create and implement reports for tracking inspections. DCHA must provide its plan with a timeline, proof of staff training, ongoing progress, and tracking reports to HUD.

These remaining open items all require changes to DCHA's ACOP or Administrative Plan. DCHA is working on necessary updates to these documents, with the expectation of completing the required public process and seeking Board approval in early Spring.

The Field Office will work with DCHA to ensure updated policies meet HUD requirements and address remaining findings from the 2022 Assessment. Additionally, HUD will continue to monitor closed items, and if necessary, will return onsite to ensure DCHA's continued compliance.

Congratulations on the closure of these additional items. I look forward to continuing to work with you and your team to closeout the final items in the HUD Assessment and execute on DCHA's Recovery Plan.

Sincerely,

Laurel L. Davis
Director
Office of Public Housing

CC: Raymond Skinner, Board Chairman

District of Columbia Housing Authority

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(202) 535-1000

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DCHA Board of Commissioners

Raymond Skinner – Denise Blackson – Leroy Clay
Rosa Burbridge – James Dickerson – Ronnie Harris
Katrina D. Jones – Melissa Lee – Christopher Murphy
Jennifer Reed – Theresa Silla

***

Keith L. Pettigrew, Executive Director



District of Columbia Housing Authority

6-Month Progress Report

District of Columbia Housing Authority (DCHA)

Three-Year Recovery Plan

12-Month Progress Report: July 2025

Table of Contents

03 Executive Director Message

05 Department Q1-Q2 Updates



Executive Director Message

Update from the Executive Director

To Our Residents, Voucher Participants, and Community Partners—

We now have completed a year of our Three-Year Recovery Plan, launched in June 2024. DCHA has realized steady progress across core areas—from improved occupancy and voucher utilization, better financial reporting and timely audit completion, overall computer system upgrades continue, while we train and evaluate our staff to be better at their jobs and to continually improve service to residents and participants.

As we move forward, we continue to uncover broken systems and fix negative practices that developed over years of neglect. These improvements are beginning to show in our daily interactions with the people we serve and partners. Also critical, our team is taking shape and gaining momentum for the push into Year 2.

We are also preparing DCHA to meet potential significant shifts in federal and local policy and funding to support DCHA's housing mission. While the future is uncertain, we are planning for change by maximizing DCHA's performance, maintaining stability and exploring ways to expand our ability to serve more families.

We know recovery takes time, and your feedback is essential. The real measure of our work is more residents housed with better conditions and better service across the board.

Thank you for your continued patience and partnership.

Sincerely,



Keith Pettigrew
Executive Director, DCHA



Department Q1 – Q2

2025 Updates

DCHA Department Index

Under the Three-Year Recovery Plan, DCHA's **departments** play critical roles, each fulfilling essential functions, that contribute to the agency's recovery efforts. These departments are all committed to the restoration of sound operations. Targets such as restructuring, quality control, staff development and cross-departmental communication are essential. To enhance performance and meet DCHA's mission, departments focused on improving customer service, streamlining policies, enhancing technology and standardizing procedures. The following department updates are for Q1 and Q2 calendar quarters of 2025. We also highlighted significant projected activity by quarter for the remainder of calendar year 2025.

DEPARTMENT	PAGE
Office of Financial Management (OFM)	7
Human Resources (HR)	9
Office of General Counsel (OGC)	11
Office of Administrative Services (OAS)	13
Information Technology (IT)	15
Office of Customer Engagement (OCE)	17
Property Management Operations (PMO)	19
Housing Choice Voucher Program (HCVP)	21
Office of Public Safety (OPS)	23
Capital Construction & Design (CC&D)	25
Development Department	27
Office of Asset Management (OAM)	29
Office of Resident Services (ORS)	31
Office of Audit and Compliance (OAC)	33

Office of Financial Management (OFM)

OFM oversees all of DCHA's financial operations, ensuring fiscal accountability, timely audits, budget management, and the modernization of financial systems to support all DCHA's functions. So far in 2025 OFM has focused on upgrading financial software and systems. OFM continues its revamping of standard procedures for more accurate financial management and reporting, including DCHA's fixed assets, its budget process and improved internal controls. Internal OFM organization alignment and staff training, as well as closer coordination with other DCHA departments also advanced during Q1 and Q2.

B	Recovery Plan Objectives
B1	Implement each component of the Finance Management software.
B2	Develop plan to correct data integrity issues within the financial management system.
B3	Design and develop a series of financial reports that can be generated from the financial management system.
B4	Develop and provide job specific training on the financial management system and the payroll system as new functionality is deployed.
B5	Develop standard operating procedures across department.
B6	Realign department to meet the agency objectives.
B7	Train existing staff on updated procedures and roles and recruit new staff to reflect new staffing model.

Q1 Achievements

- ✓ Implement the fixed asset module in Yardi. **(B1)**
- ✓ Developed and automated board reports-budget-to-actual reporting. **(B1)**
- ✓ Implemented DataRails (software for financial management and reporting). **(B1)**
- ✓ Hired 2 accountants. **(B6)**

Q2 Achievements

- ✓ Developed and automated reports to facilitate the annual audit process. **(B1)**
- ✓ Developed the system to track 3rd-Party managed properties: Notes Payable & Receivable, developer fees, etc. **(B1)**
- ✓ Partnered with Banks- Wells Fargo and Industrial Bank to ensure all cash is fully collateralized. **(B2)**
- ✓ Prepared and implemented a corrective action plan to improve deficiencies related to the OIG Audit findings. **(B2)**

Office of Financial Management (OFM)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **STANDARD OPERATING PROCEDURES (SOPs):** Develop SOPs that incorporate the new financial management and payroll systems. **Q3-Q4**

- **PROCESS IMPROVEMENT:** Close the books monthly to enable transparent, accurate real-time reporting and streamline the year-end process to help meet future audit deadlines. Work with PMO department on disposition of assets and inventory management. Work with Asset Management Department to track and monitor third-party managed properties including tracking notes receivables and payable. **Q3-Q4**

- **POLICIES :** Updating financial policies across the board including:
  - Financial Close and Reporting
  - Capitalization Policy
  - Disposition of Assets
  - Capital Assets and Fixed Assets
  - Revenue Cycle
  - Capital Fund Processing
  - Write-offs
  - Maintenance Inventory
  - Tenant Accounts Receivable Processing
  - Rent Collection, Investments
  - Notes Receivable & Impairment

  Q3-Q4

Human Resources (HR)

Human Resources (HR) manages talent acquisition, employee relations, performance management, training, and compliance to cultivate a skilled and customer-focused DCHA workforce. With new leadership, filled key HR managers' positions, including HRIS and benefits, HR upgraded its information systems and continued efforts to improve its internal operating procedures and HR staff capabilities.

C	Recovery Plan Objectives
C1	Undertake an agency-wide reorganization that aligns department functions with the goals of this Recovery Plan.
C2	Engage DCHA leadership in developing and implementing a performance system that works universally and includes performs standards per job group.
C3	Develop a customer centric training program for HR department.
C4	Secure and implement new or updated technology to support HR and Department leaders in recruitment, onboarding, status changes.
C5	Complete HR system implementation and ensure system data is accurate for reporting purposes.
C6	Train all HR staff in HR best practices; administration of union contracts, HR policies and procedures, benefits administration, etc.
C7	Develop and implement comprehensive recruitment, retention, and succession plans.
C8	Conduct agency-wide training needs assessment and implement training, including mandatory programs, customer service, Department of Housing and Urban Development (HUD) mandates, EEO, etc.
C9	Redesign the HR function and staffing pattern to align with needs of the organization.

Q1 Achievements

- ✓ Hired a Human Resources Vice-President with DC Government knowledge and experience. **(C9)**

Q2 Achievements

- ✓ Hired a Benefits Manager, Chief Learning Officer, HR Assistant and an HRIS Manager. **(C9)**
- ✓ Added resources to assist with benefits, classification, filing system and labor relations. **(C9)**
- ✓ Completed internal Human Resources department position descriptions. **(C9)**
- ✓ Presented rollout of performance management program to leadership. **(C2)**

Human Resources (HR)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **SOPs:** Develop HR SOPs and associated guides for each HR functional area. **Q4**

- **AGENCY-WIDE RECRUITMENT:** Plan for recruiting and retaining skilled and experienced employees. **Q4**

Office of the General Counsel (OGC)

Office of General Counsel (OGC) provides legal oversight and advice representing DCHA in litigation, real estate, and personnel matters while ensuring compliance with federal and local regulations and risk management. OGC continued augmentation of its staff, procedures and legal software needed to support increased volume of litigation and policy changes aligned with all agency initiatives.

D	Recovery Plan Objectives
D1	Determine the root causes for the volume of fair hearings and work with the program departments to implement initiatives that reduce the volume.
D2	Review staff caseloads and seek more equitable distribution of work.
D3	Engage in cross-departmental communications and protocols for responding to departments.
D4	Move the American with Disabilities Act (ADA)/504 function to OGC and establish a job description and operating procedures to confirm that reasonable accommodations for tenants are processed and implemented expeditiously.
D5	Update and fully implement a document management process and system.
D6	Develop and implement a case management process and system.

Q1 Achievements

- ✓ Implemented e-discovery, metadata cleaning, and document comparison software. **(D5)**
- ✓ ACOP posted for public comment. **(D3)**
- ✓ Hired two Mid-Level Attorneys and a Senior Litigation Attorney. **(D2)**

Q2 Achievements

- ✓ Procured case management and document management software. **(D5)**
- ✓ Procured and implemented legal research software. **(D5)**
- ✓ Hired two Associate General Counsels. **(D2)**

Office of the General Counsel (OGC)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **COMPLIANCE:** Conduct agency-wide fair housing and 504 compliance training. **Q4**
- **TRAINING:** Conduct staff training to improve internal processes, further support attorney work, and increase efficiency of staff. **Q3 and ongoing**
- **SOPs:** Draft updated SOPs for OGC legal workflows**. Q3**
- **STAFFING:** Hire a Paralegal and Records Manager. **Q3/Q4**
- **MAJOR POLICY UPDATES:** Continue to advise HCVP and PMO on final adoption of the ACOP and the Administrative Plan after making them available for public comment and Board adoption. **Q3 for final adoption (ACOP); Q3 for initial public comment, Q4 for final adoption (Administrative Plan).**
- **HUD FINDINGS:** Continue working closely with OED and HUD to fully close out the handful of remaining HUD findings, most of which pertain to finalizing the ACOP and Administrative Plan. **Q3/Q4**
- **INSURANCE ASSESSMENT:** Amid rising insurance costs and decreasing coverage throughout the country, re-assess insurance needs and determine if coverage modifications are necessary to strengthen risk management. **Q3**
- **LEGAL COUNSEL:** Issue procurement for outside legal counsel. **Q3**

Office of Administrative Services (OAS)

Office of Administrative Services (OAS) handles procurement of needed goods and services with compliant contract administration, and provides operational support for all departments to streamline purchasing processes and enhance vendor relations. OAS implemented a new web-based vendor registration, procurement guidance launched and an improved internal contract requisitions and tracking systems. Standard procedures and staff training were emphasized to strengthened compliance and streamlined vendor and internal interactions.

E	Recovery Plan Objectives
E1	Review and make changes to current Procurement Policy that aligns with business practices and allows for streamlining, increasing procurement thresholds and provides more autonomy at the department level.
E2	Develop and implement formal contract administration procedures that are in alignment with DCHA's goals and comply with HUD requirements and DCHA's Procurement Policy.
E3	Conduct annual Customer Service reviews of user departments and a random sample of vendors.
E4	Assign a Contract Specialist to high volume User Departments such as OCP, CC&D, PMO and IT.
E5	Monitor user department oversight by conducting quarterly reviews of all open contracts.
E6	Provide Department Heads with access and visibility into the software system to review and approve procurement requests, to check on status of those requests and to monitor obligations and expenditures against departmental budget.
E7	Host annual Opportunities Seminar with potential vendors/suppliers to educate companies on how to utilize the DCHA web site to register, certify and access solicitations and inform them of upcoming procurement opportunities.

Q1 Achievements

- ✓ Procurement guide has been developed. **(E1)**
- ✓ Continued refinement of contract administration procedures that measure and ensure the achievement of DCHA's goals and compliance with HUD, DCHA and DC government requirements. **(E2)**
- ✓ Adopted and implemented the Procurement Policy. **(E1)**

Q2 Achievements

- ✓ Created an electronic repository (Airtable) of all standard procurement and contract documents in a digital format that provides ability to quickly sort and search data. **(E6)**
- ✓ Realignment of Contract Specialist by department to enhance customer service. **(E4)**
- ✓ Implemented web-based vendor registration process that creates central repository of eligible vendors, provides vendors ability to manage/update profile online, provides for identification of DBE status and selection of commodity codes. **(E1)**

Office of Administrative Services (OAS)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- ✓ **PROCUREMENT GUIDE:** Develop and implement procurement user guide for client departments to ensure understanding of procurement and compliance with polices and SOPs. **Q3**

- ✓ **WORKFLOW MANAGEMENT:** Implement new dashboards for all user departments to have visibility regarding contract management. The system allows for real time updates and automation to alert OAS staff and client departments. Roll out of dashboards. **Q3**

- ✓ **VENDOR FAIRS:** Host annual Vendor Fair with potential vendors and suppliers to educate companies on how to do business with DCHA; review how to register, certify and access solicitations; and inform them of upcoming procurement opportunities. **Q3/Q4**

- ✓ **POLICY UPDATES:** Update current policy(ies) and quality control measures related to procurement activity that allows for streamlining and provides more autonomy at the department level. **Q3**

Information Technology (IT)

Information Technology (IT) department leads the implementation, adoption and integration of technology solutions by all departments to enhance efficiency, data security, and agency-wide digital transformation. IT advanced the agency's digital transformation by expanding Yardi modules implementation, supporting the rollout, and improving system security and data integration. Cross-departmental tech support and improving automated customer support procedures were emphasized.

F	Recovery Plan Objectives
F1	Set priority level for all projects.
F2	Widen the Project Managers' area of responsibility and require each significant project to have a written project plan.
F3	Create a Data Committee to elevate the use of data across the agency.
F4	Create a Cybersecurity Incident Response Plan.
F5	Address the underutilization of Yardi Legal, Marketplace, RentCafe PHA Resident Portal, Utility Billing, VENDORCafé, and Yardi SharePoint Document Management modules.

Q1 Achievements

- ✓ Additional staffing positions established (IT Deputy Director, IT Trainer Manager, Technology Engineer, Technology Team Lead). **(F2)**
- ✓ Implemented Redlining Software for OGC. **(F5)**
- ✓ Provided technology training, Manager training, RentCafe & Desktop knowledge. **(F5)**
- ✓ Implemented Automated Service Level Agreements & Escalations In Ticketing System. **(F5)**
- ✓ Created IT Project Registry (Central repository). **(F3)**
- ✓ Implemented Case Manager portal for HCVP Landlord Liaisons. **(F5)**
- ✓ Digitized HCVP processes specifically *Line Triage Process (Software) and On Demand Kiosk* **(F5)**
- ✓ Migrated to Zoom for external engagement. **(F3)**
- ✓ Provide weekly reports on department specific projects. **(F2)**

Q2 Achievements

- ✓ Completed the reorganization of the desktop support team. **(F2)**
- ✓ Implemented lower priority department specific Aspire training curriculums**. (F5)**
- ✓ Improved Self Service Training (videos, instructions) for Customers. **(F5)**
- ✓ Implemented Case Manager portal for HCVP Federal & Local. **(F5)**
- ✓ Implemented MIQ for HCVP Fed. & Local. **(F5)**
- ✓ Implemented Vendor Café. (OAS & OFM) **(F5)**
- ✓ Migrated HCVP to Yardi Landlord Portal. **(F5)**
- ✓ Implemented Ocean10 Camera System at specific Properties. **(F5)**
- ✓ Updated Resident Council Office equipment and computer labs. **(F5)**
- ✓ Installed Main Office Phones at Properties. **(F5)**
- ✓ Acquired DCHA badging process from HR. **(F5)**
- ✓ Completed licensing for ChatGPT (scope writing assistance) and CoPilot (meeting note taking assistance). **(F2)**

Information Technology (IT)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **YARDI IMPLEMENTATION Q4:**
  - Implement Yardi Case Manager for PMO, HCVP, ADA and OCE
  - Implement Management IQ (MIQ) for HCVP Inspections (*This is 90% complete. Cannot move 2 schedulers due to bug*)
  - Construction Manager
- **RESTRUCTURE IT:**
  - Complete hiring and restructuring initiative.
- **IMPROVE IT GOVERNANCE:**
  - Complete this initiative.
  - Implement Change Control processes.

- **REPORTING:** Implement PowerBI for agency-wide standardized reporting infrastructure. **Q4**

- **CYBER SECURITY:** Procure a third-party cybersecurity oversight and management partner. **Q3**

- **PROPERTY UPGRADES:** Add free public Wi-Fi to public areas such as lobbies and community rooms. **Q3**

- **PARTNERSHIPS:** Improve collaborative processes with MPD. **Q3**

Office of Customer Engagement (OCE)

Office of Customer Engagement (OCE) leads DCHA's response to inquiries by voucher participants, residents and the public, including operating DCHA's central Call Center. OCE focused on quality assurance in call center responsiveness, enhanced tracking of customer inquiries, and coordinated with HCVP and PMO to improve resolution times by upgrading Yardi information access. OCE also helped triage walk-ins and supported new self-service platforms in HCVP C.A.R.E. initiative.

G	Recovery Plan Objectives
G1	Reorganize the Call Center team to align with the housing programs separately (PMO, HCVP, general, etc.).
G2	Revisit current quality assurance practices for Call Center agents and Customer Service Center (CSC) staff to develop new and/or additional performance standards.
G3	Develop protocols for communication with HCVP and PMO to ensure that OCE staff is up to date on program changes.
G4	Expand Yardi Access to Call Center and CSC Teams so that they can assist clients proactively, view information and make notes in the system.
G5	Train the leadership on how to pull reports from the Call Center software and CIS to measure department and staff performance.
G6	Review program forms and letters and ensure they are clear and do not ask for more information than is required.
G7	Translate all vital documents in top 6 languages (Spanish, Amharic, Chinese, French, Vietnamese, and Korean) and train customer-facing staff in Language Access policy/procedures.

Q1 Achievements

- ✓ Developed new and/or additional performance standards for Call Center Agents. **(G2)**
- ✓ Expanded Yardi Access to Call Center and CSC Teams so that they are able to assist clients proactively, view information and make notes in the system. **(G4)**
- ✓ Trained the leadership on how to pull reports from the Call Center software and CIS to measure department and staff performance. **(G5)**
- ✓ Reassigned OCE (C.A.R.E.) staff to improve walk-in/appt process at 702 H St NW. **(G1)**

Q2 Achievements

- ✓ Established tracking systems for Ombudsman requests and HELP briefings. **(G1)**
- ✓ Collaborated with HR to ensure all DCHA job postings include "bilingual candidates welcome to apply" per the Biennial Language Access Plan (BLAP) Action plan. **(G2)**
- ✓ Collaborated with OPAC to send operational alerts to staff about the proper way to provide language access services to Limited-English proficiency and Non-English proficiency (LEP/NEP) customers (BLAP). **(G2)**
- ✓ Hired 2 staff to support customer service work (Ombudsman & CSC support). **(G1)**
- ✓ Reinstated the Language Access Task Force (LATF) to improve service delivery for LEP/NEP)customers (BLAP). **(G2)**

Office of Customer Engagement (OCE)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- Right-size Call Center to address staff shortage and improve service delivery at maximum capacity. **(Q3)**
- Replace the Customer Inquiry system with the new Customer Relations Management system to manage/escalate/resolve customer inquiries.**(Q3)**
- Review public housing forms and letters and ensure they are clear and do not ask for more information than is required. **(Q3)**
- Collaborate with OPAC to market the HELP program to our public housing residents under the PESTGUARD initiative. **(Q3)**
- Collaborate with PMO to open the public housing waitlist (*more tasks will be added under this initiative*). **(Q3)**
- Improve the average call handle time by 50% for all call agents (call agents should be on call for 3-5 minutes on average). **(Q4)**
- Survey HCVP and PMO customers to establish a baseline for customer improvements in 2026. **(Q4)**
- Train all new employees hired in 2025 on the Language Access policy. **(Q4)**

Property Management Operations (PMO)

Property Management Operations (PMO) oversees the management, maintenance, and modernization of DCHA's public housing portfolio to ensure safe and habitable living conditions. Under new leadership, PMO continues to explore increased occupancy through accelerated unit turnover and lease enforcement. Improved reporting accuracy of property conditions and quality control of work performed. An upgrade collaboration with construction teams for improved site performance are significant.

H	Recovery Plan Objectives
H1	Restructure the department to optimize operations.
H2	Ensure vacancies and leasing staff remain focused on filling unit vacancies.
H3	Implement comprehensive onboarding and continuing education training for staff.
H4	Obtain support of HR to improve employee performance by helping leaders evaluate staff and enforce policies around employee improvement plans and other disciplinary measures.
H5	Review and amend current workflows to create efficiencies and increase accuracy.
H6	Establish a quality control plan for property management and maintenance.
H7	Eliminate the use of spreadsheets in favor of system reports in Yardi.
H8	Conduct monthly reviews of performance of each site against established benchmarks.
H9	Coach managers on metrics-based management.
H10	Create an urban landscaping crew by providing training to residents.

Q1 Achievements

- ✓ Updated rent collection policy in the ACOP, ensured that lease enforcement is consistent within each community. **(H8)**
- ✓ Reviewed and monitored the physical and fiscal condition of DCHA's properties and report monthly to the ED and leadership team. **(H8)**(Ongoing monthly)

Q2 Achievements

- ✓ Initiated training staff on use of enhanced technology and interpreting reports, SOPs, workflows and corresponding technology (Yardi). **(H2)**
- ✓ Confirming QC plan for property management and maintenance. **(H6)**
- ✓ Auditing at least monthly 10% of all completed work orders, inspections, and resident files. **(H6)**
- ✓ Updated ACOP to reflect any HUD policy changes and initiatives, *including Housing Opportunity Through Modernization Act of 2016* (HOTMA). **(H5)**
- ✓ Reviewed and updated PIC/EIV ensuring data accuracy. **(H5)**

Property Management Operations (PMO)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **ACOP:** In collaboration with OGC, continue efforts to adopt the final ACOP. **Q3**
- **IMPROVED PERFORMANCE STANDARDS:** Set improved performance standards of productivity for all managers and subordinates for all PMO activity. The updated standards will support efforts to eliminate backlogs while also managing daily volume of work orders, inspections, recertifications, lease up and other actions. **Q4**
- **TRAINING:** Continue leadership and management coaching for supervisors and for adoption of Yardi modules. Specific training will occur on PIC, Form HUD 50058, and EIV training will occur for AMs, HMs and HMAs. **Q3**
- **WORK ORDERS:** Continue to improve emergency work order responses and resolve emergency work orders with the goal being within 24 hours and lower the average time from response to close routine work orders. **Q4**
- **OCCUPANCY:** Continue to improve occupancy rate with a goal of 87% by the end of CY25. **Q4**
- **INVENTORY REPORTING:** Upgrade inventory control system that monitors inventory and provides reports monthly. **Q4**
- **LEDGER CLEAN-UP:** Review the ledgers and recertification dates, making appropriate updates to ensure accuracy. **Q3**
- **WAITLIST REOPENING:** Site-based waitlist reopening. **Q4**
- **PIC/EIV CLEAN-UP:** Review EIV and update PIC and Yardi to ensure HUD and DCHA's systems of record mirror one another. **Q4**

Housing Choice Voucher Program (HCVP)

Housing Choice Voucher Program (HCVP) administers federal and local rental assistance programs, including offering landlord engagement and participant services through technology and customer service in compliance with Federal and local program requirements. HCVP maintained high utilization, issued new vouchers, reduced inspection delays, and improved SOPs and Yardi systems for internal processes and client and landlord. It also created a detailed leasing strategy and began tracking KPI performance through executive dashboards.

I	Recovery Plan Objectives
I1	Restructure the department to optimize operations.
I2	Implement annual leasing plan and ongoing monitoring to achieve agency MTW leasing levels.
I3	Implement strategies to improve the effectiveness of the Local Rent Supplement Program.
I4	Improve performance and achieve compliance on key program indicators including timely inspections and HQS enforcement, timely recertifications and PIC/HIP reporting.
I5	Streamline policy and procedural documents and ensure internal consistency of MTW Plan, HCVP Administrative Plan and DC Municipal Regulations.
I6	Improve accuracy and use of program data through comprehensive data clean up and development of new management reports and tools.
I7	Implement comprehensive onboarding and continuing education training for staff.
I8	Address and close out all remaining HUD report findings; enhance quality control mechanisms to improve program compliance using data analysis and targeted program reviews.
I9	Streamline workflow and improve responsiveness to applicants, participants, and property owners.

Q1 Achievements

- ✓ Implemented new Utility Allowance Schedule. **(I9)**
- ✓ Launched the new, transformative C.A.R.E. customer service initiative to provide high quality, seamless and efficient service to HCV participants, applicants and landlords. **(I9)**
- ✓ Completed integration of digital recertifications and interims and staff training of RentCafe Portal. **(I3)**
- ✓ Equip 702 H Street Customer Solution Center with scanners and computers to assist customers with RentCafe registrations and document uploads. **(I9)**

Q2 Achievements

- ✓ Developed action plan to address challenges and complete the necessary corrective actions to meeting leasing plan targets identified during monthly review. **(I2)**
- ✓ HCVP verified and correctly determined adjusted income and utility allowances for at least 98% of families in accordance with the regulations and Admin Plan policy. **(I4)**
- ✓ HCVP conducted quality control inspections on the appropriate sample size of units inspected within the last three months. **(I4)**
- ✓ HCVP calculated rent for 98% of families sampled in accordance with the regulations and their approved MTW policy. **(I4)**
- ✓ Reviewed and updated Standard Operating Procedures (SOPs) to ensure consistency with updated MTW Plan, Admin Plan & DCMR. **(I8)**
- ✓ Created a leasing plan with assumptions for attrition, voucher issuance, etc. **(I2)**

Housing Choice Voucher Program (HCVP)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

➢ **STAFFING:** Develop an onboarding and ongoing training plan for staff in partnership with ITD, HR, and OCE to help newly hired and current staff adjust to policy, regulatory and technology improvements and changes. **Q3**

➢ **DIGITAL INTEGRATION:** Complete integration of DCHA Applicant and Referral Portal for District Agency partners. Develop reporting dashboards to be readily available to leadership to track program updates and progress. **Q3**

➢ **QUALITY CONTROL:** Update and training staff on the approved Administrative Plan changes. Conduct a waiting list purge of the households on both the MOD waiting list and Federal Waiting lists. **Q4**

➢ **BACKLOG:** Integrate the vendors into HCVP to help with the review and processing of HCVP recertification backlogs. **Q3**

Office of Public Safety (OPS)

Office of Public Safety (OPS) operates the 24-hour DCHA police force and focuses on community engagement, crime prevention, and safety across public housing communities. OPS opened a new Greenleaf substation, continued training of officers and officials and continued its community outreach efforts.

J	Recovery Plan Objectives
J1	Implement comprehensive onboarding and continuing education program for staff.
J2	Develop and implement standard operating procedures.
J3	Equip officers with updated equipment to ensure the department is safely and efficiently performing their duties.
J4	Restructure department to better service the public safety needs of the residents and employees.
J5	Update technology to create departmental efficiency.
J6	Enhance partnerships with federal and local law enforcement agencies to assist with crime solving and prevention.
J7	Implement community policing strategies.

Q1 Achievements

- ✓ Opened and staffed the Greenleaf public safety substation. **(J7)**
- ✓ Conducted Special Police Officer training. **(J1)**
- ✓ Conducted Grant Writing course. **(J1) (***Grant Writing training course outlined the most common types of grant awards and covered introduction on how to successfully write grant proposals)*
- ✓ Completed SPO's in training at the Consortium of Universities. **(J1)** *(3 SPO's participated in a nine (9) week professional law enforcement training academy; which provides Special Police Officers with basic law enforcement training)*

Q2 Achievements

- ✓ Provided Train the Trainer/De-escalation Training. **(J1)**
- ✓ Held Mock Trial Training/Court Presentation. **(J1***) (A total of 14 members participated. The training was conducted by the U.S. Attorney's Office) in Q1 & Q2*
- ✓ Provided Leadership training. **(J1)**
- ✓ Received Board approval for body-worn cameras. **(J3)**
- ✓ Held Community Outreach – Education trip. **(J1)**
- ✓ Participated in the Nation Drug Take-Back event. **(J6)**

Office of Public Safety (OPS)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **TECHNOLOGY:** Install body cameras and implement training on OPS policy for their use. **Q4**

- **STAFFING:** Revising General Orders. Development of Police Planner position. **Q4**

- **UPDATED EQUIPMENT:** Evolve System (Frederick Douglas Center) second location. **Q4**

Capital Construction & Design (CC&D)

Capital Construction & Design (CC&D) stabilizes and revitalizes DCHA's properties through capital improvements, unit turnarounds, and infrastructure modernization. CC&D collaborates with Development and Property Management Operations to assess and stabilize DCHA properties, focusing on unit turn-arounds including unit interiors, common areas, and critical capital repairs. CC&D established a sustainability unit to oversee installation of green technology and energy saving initiatives.

K	Recovery Plan Objectives
K1	Coordinate all activities with Development, Property Management, and Asset Management to ensure that DCHA is in compliance with all regulatory requirements and to create a healthy environment for the residents that we serve.
K2	Prepare a comprehensive tracking for all building units, systems, and public infrastructure so that DCHA can better project its capital investment and replacement strategies.
K3	Support PMO's initiative to eliminate the vacancy backlog and to support managers when operating budgets are unable to meet the repair needs.
K4	Together with the Asset Management department, create a system-wide tracking and evaluation system that will ensure the efficient operation of all DCHA properties.
K5	Create design and scope standards that will improve the quality of services provided by construction contractors.
K6	Improve the quality of construction managers so that scarce capital resources can be utilized effectively.

Q1 Achievements

- ✓ Streamlined Payment Process through a custom software platform known as *Minca*. **(K3)**
  - Created electronic forms that auto-calculate and include required HUD documentation.
  - Automated invoice checks against contracts and purchase orders.
  - Enabled real-time tracking and electronic signatures for both DCHA and contractors.
  - Gave contractors, for the first time, visibility into the status of their payments.
  - Built custom workflows to reduce errors, ensure accountability, and speed approvals.

Q2 Achievements

- ✓ Created a sustainability unit that manages the installation of green technology and energy consumption initiatives for DCHA. **(K1)**
- ✓ Finalized the Capital Construction & Design Contractor Performance SOP. **(K5)**

Capital Construction & Design (CC&D)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- ✓ **DATA INTEGRITY:** Enhance data integrity by developing a sustainability database to track green technology installations and energy initiatives; establish a Capital Construction database to manage all ongoing and future projects; and improve tracking of vacant unit metrics to increase efficiency and utilization rates. **Q4**

- ✓ **TRAIN:** Develop comprehensive training programs for construction and project management staff. **Q4**

Development Department

The Development Department secures funding, partnerships, and employs redevelopment strategies to expand and preserve more affordable housing for eligible low- and moderate-income residents served by DCHA. Continued oversight of long term development including lease and resident engagement. DCHA applied for Industrial Revenue Bond Authority to fund capital improvements and continued its pursuit on major repositioning and funding strategies to expand affordable housing.

L	Recovery Plan Objectives
L1	Reposition the operating subsidy of all public housing units.
L2	Procure partners who support DCHA's Development Principles to Redevelop and Preserve DCHA communities.
L3	Create a dynamic resident engagement plan by connecting development staff to public housing residents.
L4	Improve communication and cooperation between the Development Department and all other DCHA departments.
L5	Expand the capacity to allow DCHA to develop its portfolio and grow the number of units that serve low- and very-income households in the District.

Q1 Achievements

- ✓ Greenleaf: Provided update to the Board and Greenleaf Resident Council on the new Greenleaf Revitalization plan. Plan total unit count will increase from 1,411 to 1,669, including 493 replacement units. **(L1)**
- ✓ Posted two developer manager positions to backfill vacant positions. **(L1)**
- ✓ Continued internal collaboration of long-term redevelopment projects at Barry Farm, Kenilworth Courts, and Park Morton communities with resident engagement and leasing efforts. **(L4)**
- ✓ DCHA applied for the Industrial Revenue Bonds issued by DMPED which will allow DCHA to renovate properties whose operating revenues after subsidy repositioning can support debt. In this way, DCHA can more rapidly renovate properties in a comprehensive way. **(L5)**

Q2 Achievements

- ✓ Achieved stabilized occupancy for the Barry Farm Asberry. **(L5)**
- ✓ Developed resident engagement plan. **(L3)**
- ✓ Developed resident engagement position description. **(L1)**
- ✓ Deputy Director PD created, reviewed, and approved. **(L1)**

Development Department

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **PARTNERSHIP:** Procure partners who support our Development Principles to Redevelop and Preserve DCHA Communities. **Q4**

- **COMMUNICATION:** Establish monthly investment committee meetings to include all agency stakeholders. **Q4**

- **ORGANIZATION:** Reorganize department to reflect changed purpose and mission consistent with DCHA's strategic goals. **Q3**

Office of Asset Management (OAM)

Office of Asset Management (OAM) oversees DCHA's mixed-finance real estate portfolio, by overseeing compliance, ensuring strategic planning, financial sustainability, and long-term asset preservation. OAM tracked mixed-finance project compliance, monitored partner performance, and prepared long-term sustainability strategies. It collaborated with finance and construction teams to safeguard portfolio value.

M	Recovery Plan Objectives
M1	Create systems and structures to preserve and protect all DCHA units.
M2	Create strategic and financial strategies for all DCHA properties.
M3	Monitor and manage all third-party property management contracts and co-developed properties to ensure that all roles, responsibilities, and obligations (regulatory and contractual) are being met.
M4	Conduct all investor and financial relations to ensure that DCHA is meeting is regulatory, contractual, and financial responsibilities for each repositioned and redevelopment properties (regardless of whether co-developed or self-developed).
M5	Advise on all project-based budgets, track operating subsidies for each property, and ensure compliance with all legal requirements for the various organizational structures created by DCHA for the redevelopment or repositioning of properties.
M6	Advise Executive Director on all development plans, agreements, and strategies related to the redevelopment, preservation, modernization, and expansion of DCHA's portfolio.

Q1 Achievements

- ✓ Created monthly financial tracker to capture financial health of all properties in portfolio. **(M5)**
- ✓ Created Asset Management Coordinator position and onboard staff member. **(M1)**
- ✓ Posted position openings for two Asset Managers and recruit candidates. **(M1)**
- ✓ Created development project analysis proforma template and compile real estate development pipeline analysis summary document with financing assumptions. **(M6)**

Q2 Achievements

- ✓ Recruited two Asset Managers and onboard them. **(M1)**
- ✓ Implemented an underwriting model to support a financing application for property repositioning and renovation. **(M6)**
- ✓ Maintained excel tracker with key information about each property and stakeholder contact information. **(M3)**
- ✓ Managed the public housing operating subsidy revision process for mixed finance properties for CY2025. **(M5)**
- ✓ Collected monthly occupancy information from each property. **(M5)**
- ✓ Created an internal working group to ensure smooth RAD conversions. **(M1)**
- ✓ Facilitated an internal working group to preserve DCHA properties with LIHTC that have reached the end of their compliance period. **(M1)**
- ✓ Established tracker template with loan information in coordination with OFM. **(M4)**

Office of Asset Management (OAM)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **DEAL BOOK:** Create Deal Book project summary for each property in mixed finance portfolio. **Q3**

- **LOANS:** Monitor all loans and mortgages DCHA or its affiliates have issued. Create methodology to establish loan loss allowance and maintain tracking system in collaboration with Office of Financial Management. **Q3**

- **DATABASE:** Identify potential database software solution for long term storage and maintenance of information. **Q3**

- **EXPIRING USE:** Close on one expiring use transaction to maintain DCHA's ownership interest and enable preservation of the property. **Q4**

- **HANDBOOK:** Establish Policies & Procedures handbook for department. **Q4**

- **PORTFOLIO ANALYSIS:** Complete portfolio performance analysis and financial review of all mixed finance properties and summarize findings. **Q4**

Office of Resident Services (ORS)

Office of Resident Services (ORS) provides direct support to improve the lives of residents and participants by offering workforce development, financial literacy, and social programs to support economic mobility and well-being. ORS expanded youth programming, held homebuyer and financial literacy events, and partnered with UDC and other agencies to provide resident training. Services supported youth employment and family stability.

N	Recovery Plan Objectives
N1	Undertake a comprehensive needs assessment of Public Housing and Housing Choice Voucher participants.
N2	Create and implement a comprehensive ORS strategic plan to include youth, senior, and family services.
N3	Realign staff structure to support new ORS plan.
N4	Seek out additional grants and other methods of financial support to assist with meeting the service needs of the clients.
N5	Develop a comprehensive employee training program for the department.
N6	Determine appropriate technology and implement to track and report on department metrics and outcomes.
N7	Update SOPs and ensure staff are fully informed of changes.
N8	Create partnerships with diverse local stakeholders.
N9	Implement programmatic activities year-round.

Q1 Achievements

- ✓ Developed a comprehensive employee training program for the department. **(N5)**
- ✓ Commenced cohort # 8 of DCHA Apprenticeship Training Program. **(N9)**
- ✓ Launched the ATP page on the DCHA website in collaboration with OPAC and IT to continue buildout of the ORS landing page. **(N9)**
- ✓ Launched DCHA Cares Senior Initiative. **(N9)**
- ✓ Increased use of EnVision Center and Frederick Douglass Community Center by HCVP, PMO and IT for customer voucher briefings, lease up events, and technology trainings. **(N9)**

Q2 Achievements

- ✓ New Section (3) pilot launched "The Resident Work Exchange Initiative/RWEI" at Judiciary and Kelly Miller with 7 total residents in the pilot. **(N5)**
- ✓ Year-round program activities that include:
  - Section (3) hiring/resource event at the at the EnVision center featuring 18 section (3) employers and 118 attendees.
  - ORS "Empower U Initiative" partnered with a (Wider Circle) for their annual "Home Reimagined" day that supported three DCHA customers receiving in interior home makeover.
  - Family Self-Sufficiency (FSS) landing page officially live on the DCHA website (new) and brochure (new) released.
  - Credit Building & Rent Reporting brochure (new) released.
  - Youth Kayaking outing at Georgetown waterfront.
  - Girls only youth "Etiquette workshop" with partner (The Women in Me Initiative).
  - Fatherhood Initiative (1) year anniversary celebration.
  - Youth Fishing outing with partner SoulTrak and Fatherhood Initiative. **(N9)**

Office of Resident Services (ORS)

Q2 Achievements Continued

- ✓ Do Your Best (DYB)/SYEP summer youth employment program launched. **(N9)**
- ✓ Youth essay contest ceremony at the EnVision center. **(N9)**
- ✓ UDC Micro-Entrepreneurship course begins at the EnVision center. **(N9)**
- ✓ Youth of Highland community fashion show with partner (Righteous Ones Entertainment). **(N9)**
- ✓ Apprenticeship Trainees Program (ATP) & Do Your Best (DYB) summer youth employment program participated in an motivational/inspirational/ and enhancement workshop with NFL Hall of Famer Mr. Darrell Green at the EnVision center. **(N9)**

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- ➢ **TRAIN:** ORS participating in Department of Disability (DDS) professional development and ITD training . **Q3**
- ➢ **SOPs:** Update standard operating procedures and ensure staff are fully informed of changes. **Q3**
- ➢ **APPRENTICESHIP:** Custom suit fitting with partner Indochino and Apartment Maintenance course with partner (AOBA) Apartment & Office Building Association. **Q3-Q4**
- ➢ **WEBSITE:** Collaborate with OPAC and IT to continue buildout of the ATP/ORS/WDI/FSS/Credit Building/FHI landing pages. **Q3-Q4**
- ➢ **DCHA CARES:** Supporting DCHA's Rebuilding Our Communities events, Supporting DCHA's youth Halloween event, Supporting DCHA's Senior Thanksgiving Luncheon, and Gift of Love. **Q3-Q4**
- ➢ **PARTNERSHIP:** Continued partnerships with Credit Builders Alliance, ESUSU, C3 Cares, Lydia's House, Bennett Institute, Love More Movement, Leaders Lead, DC Maximus, Workforce Investment Council, DOES, UDC,AOBA, Indochino, Soultrak, Righteous Modeling agency, a Wider Circle, and others. **Q3-Q4**
- ➢ **SCHOLARSHIP:** Inform and encourage public housing residents and voucher families to apply for Commitment to Excellence Scholarship Program (CESP). **Q3**
- ➢ **PROGRAMS:** Continue to organize and oversee various programmatic events, opportunities, and activities. **Q3-Q4**:

Office of Audit and Compliance (OAC)

Office of Audit and Compliance (OAC) conducts audits, investigations, and inspections to strengthen internal controls, prevent fraud, and abuse in DCHA's expenditures and operations. These broad functional areas encompass a wide range of activities included in OAC's charter including, but not limited to, assessing the strength of internal controls; investigating fraud, abuse and waste; conducting inspections and monitoring the quality of inspections across multiple program areas including lead-based paint testing and monitoring the use of tenant participation funds by Resident Councils. It tracked quality of lead inspections and resident council fund usage, helping DCHA strengthen internal controls.

O	Recovery Plan Objectives
O1	Develop and implement FY25 Audit Plan.
O2	Establish and implement coordinated compliance and quality control plan for each program department identifying respective roles of OAC and end-user departments. Incorporate OAC technical assistance to internal departments.
O3	Finalize and implement departmental staffing plan.
O4	Assess Yardi reporting capabilities to support internal controls, compliance and quality improvements. Work with IT and program departments to implement enhanced Yardi reporting.
O5	Provide training on fraud, waste and abuse.

Q1 Achievements

- ✓ Presented Audit Plan to ED and DED for review and the BAF Committee. **(O1)**
- ✓ Created staffing plan outlining the need for additional staff. **(O3)**
- ✓ Hired Senior Investigator to support current investigator role. **(O3)**
- ✓ Worked with the ORS to address Resident Council compliance monitoring in relation to 24 CFR Part 964 Subpart B. **(O2)**
- ✓ Partnered with HR to create virtual training schedule. **(O5)**
- ✓ Partnered with HR to present training in LMS system. **(O5)**

Q2 Achievements

- ✓ Conducted Resident Council compliance reviews and monitoring. **(O2)**
- ✓ Conducted entrance and exit meetings for audits & reviews. (**O2**)
- ✓ Renamed Criminal Investigator to Compliance Investigator. **(O3)**

Office of Audit and Compliance (OAC)

Q3 & Q4 2025 PROJECTED HIGHLIGHTS

- **PARTNERSHIP:** Continue to work with ORS to address Resident Council compliance monitoring. **Q3**
- **HIRING:** Hire Compliance Specialist. **Q3**
- **DATABASE:** Create tracking log to monitor progress of corrective action/quality control plan. **Q4**
- **TRAINING:** Report training progress in Budget, Audit & Finance Committee. **Q4**
- **COMMUNICATION:** Host Compliance Week 2025. **Q4**



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Finding	Recommendations, Findings & Observations	Original Corrective Action	Status: HUD Closed or Open	Comments and Status	HUD-Reported Closure Date
PH1 - Update ACOP	F	DCHA must update its ACOP in accordance with HUD requirements and its approved MTW Plan.	Open	DCHA revised its ACOP in 2023 and issued it as emergency and proposed regulations. These regulations were extended multiple times while it considered comments from advocates, residents and other stakeholders and awaited comments from HUD. The ACOP was subsequently revised and adopted by the Board in September 2025 with the final version adopted by the Board pending publication by the DC Office of Documents. DCHA anticipates closing out this finding	
PH2 - Implement safeguards to protect applicant and participant information	F	DCHA must immediately implement administrative, technical, and physical safeguards to protect applicant and participant information.	Closed	HUD closed the finding based on documentation provided by DCHA including updated policies, procedures, and staff training.	6/23/2023
PH3 - VAWA compliance	F	DCHA must update and implement its policies, procedures, and PH lease to include revised requirements of PIH Notice 2017-08.	Closed	HUD closed the finding based on review of updated policy, board resolution, applicant/participant notification forms and evidence of staff training.	6/22/2023
PH4 - Over-income policy	F	DCHA must update its ACOP and MTW Plan to implement the over-income limit and related requirements of section 103 of HOTMA.	Closed	HUD closed the finding based on review of an updated policy, implementation procedures, and staff training.	6/23/2023
PH5 - Flat rents by tenants	F	DCHA must update its ACOP, create and implement a procedure to ensure it gives each family the opportunity to choose between the two methods for determining the amount of tenant rent payable: flat rent or income based rent. This option should be afforded in accordance with HUD requirements.	Closed	HUD closed this finding after review of DCHA's updated flat rent policies for consistency with HUD requirements, along with procedures for implementation and staff training. HUD also noted that the 2023 flat rent schedule was updated.	6/23/2023
PH6 - Flat rent schedule	F	DCHA must establish policies and procedures to ensure flat rents are updated expediently with the most recent HUD published FMRs. Additionally, DCHA must amend its Annual MTW Plan because the MTW Agreement does not provide waiver of 24 § CFR §960.253. Initially, the MTW office approved a waiver of the flat rent regulations; however, it has investigated further, and it acknowledges the initiative was approved in error.	Closed	HUD closed the finding after determining that DCHA had updated its flat rent policies and created a new flat rent schedule for 2023 consistent with the HUD-required methodology.	6/23/2023
PH7 - Pet policy	F	DCHA must establish and implement a pet policy that is board approved and included in their lease, ACOP and MTW Plan.	Closed	HUD closed the finding after confirming that DCHA had submitted its pet policy and related Board resolution.	12/13/2022
PH8 - Community Service & Self-Sufficiency Requirements	F	DCHA must establish policies and procedures for administration of CSSR for PH residents.	Closed	HUD closed the finding after determining that DCHA has provided its updated policy, timeline, board resolution, and evidence of training. HUD noted that, while DCHA did not provide a separate procedure, the policy itself is very detailed.	6/23/2023
PH9 - Minimum Rent Policy Compliance	F	DCHA must create, adopt, and implement a policy describing when DCHA will charge a minimum rent and the process for requesting a financial hardship exception to the minimum rent.	Closed	HUD closed the finding after determining that DCHA provided its updated policy, timeline, board resolution, and evidence of staff training. HUD further noted that, because the minimum rent is $0 there is not a separate procedure.	6/23/2023
PH10 - Language Access	F	DCHA must conduct a four-factor analysis and develop a Language Access Plan (LAP) which will be utilized to provide appropriate language assistance to applicants, tenants, and other interested parties with Limited English Proficiency.	Closed	HUD closed this finding after review of documents submitted that were responsive to the corrective actions and subsequent discussions.	4/24/2023
PH11 - PH occupancy by police officers and resident employees	F	In the MTW Plan and ACOP, DCHA must include the number and location of the units to be occupied by police officers and resident employees, the terms and conditions of their tenancies, and a statement verifying that the occupancy is needed to increase security and /or improve maintenance services for public housing.	Closed	HUD closed the finding after noting that DCHA's revised ACOP includes general language regarding its intention to use public housing units for police officers. The process and required documentation outlined in PIH Notice 2021-35 will be utilized by DCHA and HUD to consider requests for future special use unit statuses.	6/5/2023
PH12 - Designated Housing Plan	F	DCHA must compose and submit a Designated Housing Plan for every development classified as an “Elderly-only” development in the MTW Plan for HUD review and approval. Lastly, the authority must also remove Initiative 2 from its MTW Plan.	Closed	HUD closed this finding after DCHA revised its MTW Plan to remove Initiative 2, withdrew a Designated Housing Plan submission, and reverted its formerly designated public housing units to general occupancy.	6/5/2023
PH13 - Occupancy compliance with policies, HUD regs & MTW Status	F	See below	Closed	See below	See below
PH 13a	F	DCHA must develop and implement a plan with timeline to increase and maintain occupancy and to come into compliance with its MTW statutory requirement to serve substantially the same total number of low-income families as would have been served absent the MTW Demonstration. DCHA must provide this plan with timeline to HUD, for approval, and provide monthly progress reports.	Closed	HUD closed this finding based on MTW office's approval of DCHA's plan for coming into compliance with STS requirements.	4/21/2023

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PH13b	F	DCHA does not have an accurate listing of vacant units and is not reporting an accurate status of units in the Inventory Management System/PIH Information Center (IMS/PIC) system	Closed	HUD closed this finding after DCHA completed a review of all public housing units to identify units that may not be accurately reported in PIC. HUD, working with DCHA, identified amounts of operating subsidy to be offset in mid-2025 as repayment for payments of subsidy previously made for ineligible units.	1/17/2025
PH13c	F	DCHA must develop and implement adequate procedures in place for tenant selection, resident transfers, unit turnaround or leasing for its public housing units and train staff on same.	Closed	HUD closed this finding but referenced PH1, which is still open.	4/24/2023
PH14 - Waiting List Management & Tenant Selection	F	DCHA must establish and implement written policies for admission of tenants and train staff on the knowledge and implementation of the new policies.	Open	DCHA anticipates closing this finding with the finalization of the ACOP and related training.	
PH14a - Selection Methodology	F	DCHA must develop and implement policies and procedures for selecting applicants from the waiting list.	Open	DCHA anticipates closing this finding with the finalization of the ACOP and related training.	
PH14b-d - Waiting List	F	DCHA must provide documentation on its waiting list, policies and procedures for removing applicants from the waiting list, and must develop and maintain records of all actions taken on applicants to its public housing program.	Closed	HUD closed these related findings after reviewing documentation provided, including policies, procedures, and evidence of staff training.	7/14/2023
PH15 - Criminal record screening	F	DCHA must establish and implement its policies and procedures for records management and train staff on same.	Closed	HUD closed this finding after review of DCHA's procedures, evidence of staff training, and background screen results form used by staff to document files. HUD will close this finding.	6/14/2024
PH16 - Sex offender registry	F	DCHA must develop and implement policies and procedures for screening applicants and train staff on same. In addition, the DCHA must update its application to include the requirements of PIH Notice 2012-28.	Closed	HUD closed this finding after review of DCHA's procedures, evidence of staff training, and background screen results form used by staff to document files.	6/14/2024
PH17 - Record retention	F	DCHA must create, adopt, implement a records retention policy which provides DCHA's procedures for the retention of public housing applicant and tenant files.	Closed	HUD closed this finding after review of DCHA's records retention policy, procedure, local record retention requirements, and staff training documentation.	6/18/2024
PH18 - Maintaining tenant files	F	DCHA must create, adopt, and implement Policies, Procedures including Quality Control review, which will ensure that all required data is in the tenant files and train staff on same.	Closed	HUD closed this finding after review of DCHA's updated policy, file protocol and checklist, and evidence of staff training.	7/14/2023
PH19 - Enterprise Income Verification (EIV)	F	DCHA must establish a written procedure and training for EIV.	Closed	HUD closed this finding after review of DCHA's updated EIV procedure, evidence of staff training, and list of current users and training certificates.	6/14/2024
PH20 - Timely submission of data in IMS-PIC	F	DCHA must develop and implement procedures for timely and accurate IMS-PIC submissions.	Closed	HUD closed this finding after review of documentation DCHA submitted including a memo on steps taken to resolve PIC 50058 submission errors to ensure the number of families reported is correct; hiring a Data Management Specialist who monitors the status of 50058 submissions; procedure and agendas/sign-in sheets as evidence of 2 staff trainings on this topic.	6/14/2024
PH21 - Tenant security deposits	F	DCHA must update its ACOP and/or tenant lease as needed to comply with security deposit laws	Closed	HUD closed this finding after reviewing documentation provided by DCHA.	5/11/2023
PH22 - Collecting delinquent rents/rent collection	F	DCHA must enforce its rent collection policy, keep track of tenants who are delinquent and ensure uniformity throughout all developments with the rent collection policy and procedures.	Closed	HUD closed this finding after confirming that DCHA had provided requred items to close the finding.	6/23/2023
PH23 - Annual re-examinations	F	DCHA must create and implement a procedure for conducting reexaminations and train staff on same.	Closed	HUD closed this finding after confirming that DCHA had provided the required items to close the finding	6/23/2023
PH24 - Rent calculations	F	DCHA must develop and implement rent determination and verification procedures, including quality control review, and train staff on same.	Closed	DCHA reviewed over 5,000 files to ensure calculations are accurate. Three percent of files were found to have errors, and DCHA recalculated and adjusted ledgers for those families. DCHA has and will continue to ensure staff are appropriately trained on rent calculations and verification processes.	1/17/2025
PH25 - Following leases	F	DCHA must develop and implement Cause and Non-Payment Eviction Procedures and train staff on same. All lease enforcement actions must be recorded and placed in tenant files.	Closed	HUD closed this finding after reviewing DCHA's procedure, evidence of staff training, status reports on repayment agreements, and court actions.	6/14/2024
PH26 - Annual inspections	F	DCHA must develop and implement policies and procedures for conducting annual inspections. DCHA must also supply its plan with timeline to complete inspections of all units.	Closed	HUD closed this finding after confirming that DCHA had provided the inspection form template and instructions as part of its Maintenance Plan and that DCHA had provided its timeline to complete its unit inspections and evidence of staff training.	6/23/2023

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PH27 - Reasonable accommodations	F	DCHA must create, approve, and implement policies and procedures governing how it provides information to applicants and residents on reasonable accommodations and transfers, how it conducts intakes, process, approve and/or deny reasonable accommodation and transfer requests.	Open	DCHA anticipates closing this finding with the finalization of the ACOP and related training.	
PH28 - Crime	F	DCHA must develop and implement a plan including a timeline to address crime for its entire portfolio and train staff on the same.	Closed	HUD closed this finding after DCHA provided additional documentation including monthly public safety reports showing ongoing prevention and policing actions.	4/18/2023
OPH 1 - Exterior door locks	O	DCHA must ensure each exterior door, when closed, fits reasonably well within its frame.	Closed	HUD closed the observation based on documentation provided	4/24/2023
PH29 - Boiler room maintenance	F	Review contract(s) with RSC and create a quality control checklist that can be used to provide oversight with a focus on spot checking daily, weekly, and monthly preventative maintenance items in the boiler rooms. Then integrate the checklist into the appropriate contract administration procedure(s) and train applicable staff on its use.	Closed	HUD closed this finding after review of evidence of staff training, a report on needs in boiler rooms, work order tracking of preventative maintenance related to boilers, and copies of a preventative maintenance plan and snow plan.	7/15/2024
PH30 - Vacant units with safety hazards	F	DCHA must inspect each unit in every building that contains at least one occupied dwelling unit and create a list of mold units and units with active leaks.	Closed	HUD closed this finding after confirming that DCHA resolved its backlog of work orders pertaining to mold issues and will continue to address any new work orders as they arise.	1/17/2025
PH31 - Preventative maintenance, unit turnaround, work orders	F	DCHA must develop and implement policies, procedures and tracking reports for preventative maintenance, unit turnaround and work orders and train staff on same. DCHA must develop a plan with timeline to address work order backlogs. DCHA must also train all staff on its current software system.	Closed	HUD closed this finding after noting that, of the 14,441 open work orders, DCHA reported to HUD on 1/6/25 that all but 47 had been resolved and closed. HUD confirmed DCHA has made substantial progress to resolve its backlog and address new work orders in a timely manner.	1/17/2025
PH32 - Aging infrastructure	F	PMO and Capital Planning should collaborate to identify and prioritize issues caused by aging infrastructure and consider modernization or replacement as appropriate when the associated units are being made ready.	Closed	HUD closed this finding after reviewing DCHA's plan for addressing DCHA’s short-term and long-term infrastructure needs. HUD noted the plan establishes a proactive framework for managing aging infrastructure and preparing units for occupancy efficiently, ensuring that long-term preservation and tenant satisfaction are prioritized. In November 2024, HUD staff went onsite to two public housing properties with DCHA to better understand the implementation of this plan.	1/17/2025
P1 - Procurement policy	F	The Board must adopt a procurement policy in compliance with HUD regulations and train staff on the policy.	Closed	HUD closed the finding based on the new procurement policy and related documentation submitted to HUD.	6/5/2023
P2 - Multiple Awards from Single Procurement Action	F	DCHA shall cease utilizing federal funds for existing contracts with Irreno Construction and Consys Inc. because the procurement policy did not allow for multiple awards from a single procurement action. DCHA will repay HUD all federal funds utilized for these contracts from nonfederal resources.	Closed	DCHA submitted supporting documentation of the payment ledgers for both vendors to include contract numbers, payment amount, description of services and the type of funds used. As indicated, the procurement policy was also updated to allow for multiple awards from a single procurement.	5/18/2024
P3 - HD Supply Facilities Maintenance	F	DCHA shall repay HUD, with non-federal funds, for all federal funds expended to pay the HD Supply Facilities Maintenance, Ltd., contract effective May 18, 2018. Such payment will be made within 30 days of this report.	Closed	DCHA submitted documentation to HUD suppoting the procurement of HD Supply, and HUD agreed that the documentation provided supported the procurement action. HUD agreed no funds needed to be repaid and closed the finding.	4/24/2023
P4 - Local preferences	F	DCHA must update its policy to differentiate the procurement process for the utilization of local preference for federal vs non-federal funds and train staff on same.	Closed	HUD closed the finding based on the new procurement policy and related documentation submitted to HUD.	6/5/2023
P5 - Hotel payments	F	DCHA must identify all payments made to hotels utilizing federal funds, from 2016 to present, and repay all funds to HUD from non-federal sources.	Closed	HUD reviewed documentation provided by DCHA and determined it sufficient to close the finding.	12/13/2022
P6 - Delegation of authority for procurement actions	F	DCHA must provide an updated Delegation of Authority to HUD	Closed	HUD reviewed documentation provided by DCHA and determined it sufficient to close the finding.	12/13/2022
PR1 - Integrity Monitoring	R	DCHA shall hire an integrity monitoring firm to review all existing contracts to determine if they are in compliance with its procurement policy and HUD requirements.	Closed	HUD closed the recommendation after DCHA submitted a report from an auditor hired by the former administration, which did not find any misuse of HUD funds in a file sample reviewed. HUD also noted that DCHA had updated its procurement policy, hired an experienced procurement director, and been forthcoming about procurement challenges.	6/6/2024

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Observation P1 - Verbosity	O	DCHA awarded multiple contracts totaling $875,260.00, utilizing non-federal funds to Verbosity without any competition in violation of its procurement policy.DCHA's Board must investigate DCHA reasons for taking these actions. In addition, DCHA's Board must put procedures in place to ensure future procurement actions comply with its Procurement Policy before any contracts are awarded.	Closed	DCHA drafted a new procurement poliy. HUD noted it referred the contract to both the HUD and DC OIGs and was closing the observations.	4/24/2023
Observation P2 - Moya	O	DCHA awarded contracts, using nonfederal funds, to Moya Design Partners, in violation of ethic requirements. DCHA's Board Chairman failed to disclose his domestic partnership relationship with the principal of Moya Design Partners.	Closed	DCHA drafted a new procurement poliy. HUD noted it referred the contract to both the HUD and DC OIGs and was closing the observations.	4/24/2023
Observation P3 - K95	O	DCHA's Board should investigate DCHA's reasons for taking these actions. In addition, the DCHA Board should put procedures in place to ensure that all future procurement actions comply with their Procurement Policy before any contracts are awarded.	Closed	HUD closed the observation based on documentation provided	5/11/2023
HCV 1 - Administrative Plan	F	DCHA must review and update its HCV Administrative Plan to be consistent with the MTW Plan. The Administrative Plan, including any revisions, and the MTW plan must be in accordance with HUD regulations and contain consistent requirements.	Open	DCHA anticipates that this finding will be closed once the Administrative Plan is finalized as final regulations.	
HCV 2 - Waiting list	F	DCHA must manage their waiting list in accordance with HUD regulations, their MTW Plan and their HCV Administrative Plan.	Partially Open/Partially Closed	See below	See below
HCV2a - Applicant Ranking	F	DCHA must develop a process for selecting applicants from the waiting list with the same preference qualification using two criteria (1) Date and time of application; and (2) A drawing or other random choice technique. In addition, the method for selecting applicants must leave a clear audit trail that can verify each applicant was chosen in accordance with the procedure specified in its Administrative Plan.	Open	DCHA anticipates that this finding will be closed once the Administrative Plan is finalized as final regulations.	
HCV2b - Wait list	F	DCHA must analyze its records and determine the accurate number of households on its waiting list. DCHA must provide its plan to complete this analysis with a timeline and a copy of the HCV waiting list to HUD.	Closed	HUD closed this finding after DCHA provided a copy of the HCV waiting list as well as its procedures and policies and an explanation about the waiting list update process.	6/22/2023
HCV2c - Withdrawals	F	DCHA must update its policies and procedures to clearly state its policy for removing applicants from the waiting list.	Closed	HUD closed this finding after DCHA updated its policy, submitted a Board resolution, and submitted evidence of staff training on the same.	6/22/2023
HCV2d	F	DCHA must develop and maintain records of all actions taken on applicants to its HCV Program. The records must be in the form required by HUD.	Closed	HUD closed this finding after DCHA submitted an updated Administrative Plan, Board resolution, electronic records procedures and record keeping, and evidence of staff training.	6/22/2023
HCV 3 - Payment standards	F	At least annually, DCHA must review its payment standards to determine whether adjustments are needed for some or all unit sizes. HUD also requested retroactive analysis to determine if there had been under- or over-payments of HAP.	Closed	HUD closed the finding after DCHA provided analysis that 2019-2021 payment standards exceed current DCHA average gross rents and, thus, that "it did not appear that there were substantial adverse impacts on HCV paticipants." See also information on the voucher success fund in HCV 5.	1/17/2025
HCV 4 - Utility allowances	F	DCHA must update its utility allowance schedule annually and in accordance with HUD regulations. HUD also requested retroactive analysis to determine if there had been under- or over-payments of utility allowances.	Closed	HUD closed this finding after DCHA provided an analysis showing that 84% of participants from a sample received a higher utility allowance under its simplified UA schedule than they received under the 2023 UA schedule. DCHA also noted that its records did not indicate that any participants requested a hardship as a result of the simplified UA activity. See also information on the voucher sucess fund in HCV 5.	1/17/2025
HCV 5 - Rent reasonable determinations	F	Establish policies and procedures to ensure that DCHA is performing a rent reasonableness determination in accordance with HUD requirements. DCHA must, if necessary, adjust its policy in the Annual MTW Plan and Administrative Plan. DCHA must complete the final local rent reasonableness comprehensive assessment and provide it to HUD. HUD also required a retroactive analysis to determine if there had been over- or under-payments of HAP.	Closed	DCHA completed a rent reasonableness review of all currently-assisted units and adjusted rents for certain units determined not to be reasonable. Using non-federal funds, DCHA also agreed to establish a voucher success fund to support federal participants through security deposits, assistance findings units, and damage payments to landlords.	1/17/2025

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HCV 6 - Housing Assistance Payments	F	After DCHA determines the correct payment standard, as stated in the corrective actions for finding #3 and finding #4, DCHA must make corrections to all HAP and family rent determinations for the period in which the information was not updated.	Closed	HUD closed this findings based on HCV 3, 4 and 5 findings. It also noted that, under the HCV Admnistrative Plan in effect prior to April 2023, participants and applicants had broad rights to challenge how their rent was calculated if they had concerns regarding utility allowances, payment standards, and other relevant components of the calculation.	1/17/2025
HCV 7 - Verifying rent burden	F	DCHA must implement a procedure to review rent burden for participants, which includes Quality Control, and train staff on the same. In addition, DCHA must maintain records/reports of this review for audit purposes.	Closed	HUD closed the finding after DCHA submitted RFTA procedures including QC, sample forms and reports and evidence of staff training.	6/22/2023
HCV 8 - Reexaminations	F	DCHA must update its HCV Administrative Plan and ensure its recertification policies are consistent with its MTW Plan. HUD also required plans to complete outstanding recertifications and staff training.	Open	DCHA has spent time completing outstanding recertifications and anticipates that this finding will be closed once the Administrative Plan is finalized as final regulations.	
HCV 9a and b - HQS	F	DCHA must conduct inspections, including supervisory quality control HQS inspections, in accordance with its HCV Administrative and MTW Plans. This finding including actions regarding procedures, tracking, repoting and training related to inspections.	Partially Open/Partially Closed	HCV-9a is open. This requires updates to the Administrative Plan. HUD closed HCV-9b after DCHA submitted policy, procedures, sample reports, and evidence of staff training.	6/22/2023
HCV 10 - Elevated environmental intervention blood lead levels	F	This finding required a clear policy for risk assessments for units occupied by children under 6 with EBLLs and for DCHA to ensure its policies and procedures comply with Notice PIH 2017-13. It also required a tracking system and QA process.	Closed	HUD closed this finding after HUD reviewed DCHA policy, procedures tracking sheets, and sample notice to owner and evidence of staff training	6/22/2023
HCV 11 - Safeguarding PII	F	DCHA must implement safeguards to protect applicant and participant information.	Closed	HUD closed this finding after reviewing updated policy, procedurs and evidence of staff training	6/22/2023
HCV 12 - Portability guidance	F	DCHA must update its policies and procedures to incorporate the regulatory requirements outlined in PIH Notice 2016-09 and train staff on the same.	Closed	HUD closed the finding after DCHA submitted an updated policy, file protocol and evidence of staff training	6/22/2023
HCV 13 - Monitoring and maintaining participant files	F	DCHA must develop and implement participant file protocols in accordance with HUD requirements and train staff on the same. This must include annual quality control reviews	Closed	HUD closed the finding after DCHA submitted revised QC protocols, reports, and evidence of staff training	6/22/2023
HCV 14 - VAWA	F	DCHA must update its policies and procedures to include revised requirements of PIH Notice 2017-08, train staff on the same, and implement these policies and procedures.	Closed	HUD closed the finding after DCHA submitted an updated policy, board resolution, applicant/participation notification forms, evidence of staff training, screenshots of information on the DCHA website, and an updated termination notice with VAWA language	6/22/2023
HCV 15 - Repayment Agreements	F	DCHA must maintain records to show amounts owed to the PHA from participants and/or landlords, any amounts recovered, and its collection methods and outcomes.	Closed	HUD closed the finding after it reviewed a process for addressing overdue balances.	1/17/2025
HCV 16 - Terminations	F	DCHA must develop and implement termination procedures in accordance with its policies and HUD requirements and train staff on same.	Closed	HUD closed the finding after DCHA submitted updated policy, procedures tracking report and evidence of staff training	6/22/2023
HCV 17 - Enterprise Income Verification	F	DCHA must establish a written procedure for the EIV system and train staff on the same. DCHA must also assign at least 2 users and security administrators for EIV.	Closed	HUD closed this finding after DCHA submitted a list of all current users and training certificates as well as the procedures.	4/8/24 (17b) & 11/15/2024* (17a)
HCV 18 - Timely submission of data in IMS-PIC (PH20)	F	DCHA must develop and implement procedures for timely and accurate IMS-PIC and VMS submissions.	Closed	HUD closed out this finding after review of documentation provided by DCHA	11/15/2024*
Recommendation HCV 1 - Organizational Chart	R	DCHA should analyze the HCV Department's organizational structure and make necessary changes. DCHA should submit an updated organizational structure to HUD that clearly defines roles and responsibilities for each Department and position.	Closed	HUD closed the recommendation after DCHA submitted an updated org chart and memo outlining changes	5/30/2023
Recommendation HCV 2 - QA/QC Policies	R	DCHA needs to develop and implement QA/QC policies and procedures for the HCV program and train staff. DCHA should submit these QA/QC policies to HUD.	Closed	HUD closed this recommendation after reviewing updated QA/QC procedures and evidence of staff trainings.	6/23/2023
Recommendation HCV 3 - Internal Controls	R	DCHA needs to develop and implement internal control processes for the HCV program. DCHA should submit these internal control processes to HUD.	Closed	HUD closed this recommendation after reviewing DCHA's internal control procedures and evidence of software system setup and permissions.	6/23/2023
Recommendation HCV 4 - Comprehensive Training	R	DCHA should provide training for all staff working on its HCV program in all areas of the HCV program and comprehensive training for the VMS, IMS-PIC, and EIV systems.	Closed	HUD closed this recommendation after reviewing DCHA's evidence of staff training	6/22/2023

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Recommendation HCV 5 - Two year tool	R	DCHA should use the two-year tool to optimize and monitor its HCV budget allocation. DCHA staff should monitor spending and leasing closely and work with the field office to monitor program spending and request technical assistance in using the two-year tool.	Closed	HUD closed the recommendation after meeting with DCHA to review leasing projections, reviewing the 2-year tool with DCHA, and steps to improve leasing. HUD noted it expected to continue monthly calls with DCHA on the 2-year tool and utilization	5/11/2023
Recommendation HCV 6 - Update Briefing Materials	R	The Family and Landlord briefing package should be updated with the current Executive Director information and update utility, payment standards, VAWA and other required documents.	Closed	HUD closed this recommendation after reviewing DCHA's updating briefing packages	6/22/2023
Recommendation HCV 7 - FSS SOPs	R	DCHA submitted standard operating procedures (SOPs) for the FSS program.	Closed	HUD closed this recommendation after reviewing DCHA's FSS action plan.	2/15/2023
F1 - Annual Inventory	F	Complete a physical inventory of property and equipment during fiscal year 2022.	Closed	HUD closed this finding after reviewing the updated inventory subitted to HUD and finding it meets the requirements.	3/15/2023
F2 - American Express CPS	F	Provide copies of detailed invoices to HUD to support sampled expenditures of $418,113.10 to HUD.	Closed	HUD closed the finding after reviewing documentation provided by DCHA and finding it "responsive to finding."	3/15/2023
F3 - LaPrima Food Group	F	Repay $610.20 from non-federal funds or provide documentation of the programmatic purpose of expenditure.	Closed	HUD closed the finding after DCHA reimbursed the expenditure with non-federal funds and provided documentation satisfactory to HUD regarding the same.	3/20/2023
F4 - General Depository Agreement	F	DCHA must provide an executed copy of the General Depository Agreement to HUD.	Closed	HUD closed this finding after review of documentation provided by DCHA.	5/30/2023
RF1 - Board Reports	R	DCHA must develop a robust regular financial reporting approach to management and the Board of Commissioners to improve transparency of financial information and to facilitate monitoring	Closed	HUD closed this recommendation after review of updated/finalized dashboards.	5/30/2023
RF2 - Operating Subsidy	R	DCHA should categorize its inventory of vacant units to determine their status and work with HUD's D.C. field office staff to properly categorize these in IMS/PIC.	Closed	HUD closed this recommendation "based on action taken by new leadership including a walk by executive leadership of all properties, bucketing units into low/medium/high need levels, and preleasing units." HUD also noted that "DCHA has worked closely with the FO to identify units and submit unit statuus requests, update expired unit statuses, and clean up its PIC records and reporting."	4/8/2024
RF3 - EPC	R		Closed	HUD closed the recommendation after DCHA engaged a title firm to review title records for HUD's sample of 10 EPC properties. No evidence of encumbrances pertaining to the EPC financing were found.	1/17/2025
RF4 - Vehicles	R	This recommendation requested a formal, written evaluation of vihicle policies.	Closed	HUD closed this recommendation after reviewing DCHA's policy and SOP.	12/13/2022
RF5 - Staffing analysis/costs	R	DCHA should compile an organizational chart and complete a comprehensive staffing analysis and take immediate steps to achieve appropriate staffing at sustainable levels.	Closed	HUD closed this recommendation after reviewing DCHA's submissions	3/15/2023
RF6 - Voyager to Yardi transition	R	This recommendation pertained to completion of the conversion from Yardi to Voyager.	Closed	HUD closed this recommendation with a note that DCHA had a new CFO with extensive Yardi experience and who had fully converted the finance department into the Yardi system.	4/8/2024
RF7 - Finance reorg	R	DCHA should complete the Finance Department's reorganization, fill vacant positions, and train staff.	Closed	HUD closed the recommendation after confirming the Finance Department had completed hiring.	12/13/2022
RAD PBV1	F	DCHA must provide evidence that the operating budget for each conversion was submitted to the Board; the Board must confirm that the annual deposit into the Reserve for Replacement account was made in accordance with the RCC; and DCHA must provide evidence that an assessment of the financial health of each conversion was completed.	Closed	HUD confirmed that evidence of the operating budgets and annual deposts had been provided as of 6/26/23. HUD closed the finding after it was confiemd that a financial health assessment had been completed for each RAD property.	6/6/2024
RAD PBV2	F	DCHA must provide evidence that it has completed a review of its 3 RAD projects confirming that the owner is making monthly deposits into the Reserve for Replacement account.	Closed	HUD closed the finding based on an analysis that the reserves have been fully funded in accordance with project requirements.	6/6/2024
RAD PBV3	F	DCHA must review all Replacement Reserve accounts' draws to ensure they were used for legitimate capital expenses.	Closed	HUD closed the finding based on a review of the information provided.	6/18/2024
RAD PBV4	F	The PHA must develop and implement a procedure to ensure that all required HQS inspections by independent entities are completed and that copies submit HQS inspection reports to the D.C. Field Office.	Closed	HUD closed the finding after reviewing DCHA's MTW Agreement and confirming that DCHA has MTW authority to conduct HQS inspections of units it owns; the procedure outlined in the	3/14/2023
RAD PBV5 - HAP Register	F	DCHA must provide a complete HAP register to HUD so HUD can determine if DCHA processed RAD contract rent adjustments correctly.	Closed	HUD closed the finding after reviewing the HAP register provided and finding it responsive to the corrective action.	4/24/2023

Finding	Recommendations, Findings & Observations	Original Corrective Action	Status: HUD Closed or Open	Comments and Status	HUD-Reported Closure Date
RAD PBV6 - HAP Register	F	DCHA must provide a complete HAP register to HUD so HUD can determine if PHA is collecting the correct tenant rent based on total tenant payment and any applicable RAD rent phase-in..	Closed	HUD closed the finding after reviewing the HAP register provided and finding it responsive to the corrective action.	4/24/2023
RAD PBV7 - Resident Participation Funds	F	DCHA must provide documentation to HUD, verifying the resident participation account has been fully funded.	Closed	HUD closed the finding after reviewing documentation provided including a statement that accounts had been finded.	6/6/2024
RAD PBV8 - Choice Mobility	F	DCHA must provide documentation to HUD demonstrating compliance with this requirement with the RAD Choice Mobility requirement	Closed	HUD closed the finding after reviewing documentation provided by DCHA.	5/13/2024
Recommendation - Resident Engagement	R	DCHA should schedule regular meetings with the resident groups affected by redevelopment under its New Communities Initiative to discuss plans, timelines, relocation options and planned changes regarding these properties Tenants should be clearly and accurately informed of their rights and present and future possibilities to reside in redeveloped properties.	Closed	HUD closed the recommendation after reviewing additional documentation supplied.	12/13/2022
Observation	O	One Board member expressed concerns about the sale of the DCHA headquarters building, believing the valuation of the property was too low, and that a conflict of interest existed between a former Board Chairperson and one of its chosen contractors in the deal. A follow-up call was made by HUD with the Board member, HUD's Special Applications Center (SAC) Director, HUD's MTW Deputy Director and HUD Review Team member. The SAC Director discussed the appraisal of the property, the use of proceeds, environmental review, and resident consultation requirements. HUD's review of documentation submitted by DCHA found no violation of federal guidelines or regulations in the transaction.	Closed	HUD's report indicated there was no violation of HUD rules in connection with the transaction. No further action was required.	12/13/2022
GR1	R	Find ways to improve Board transparency.	Closed	HUD closed the recommendation after reviewing information from DCHA.	2/13/2023
GR2	R	Provide training to develop Board capacity in critical functions.	Closed	HUD closed the recommendation after reviewing information from DCHA's Board Chair.	4/28/2023
GR3	R	Board should attend HUD's Lead the Way training and training on repositioning and redevelopment of properties.	Closed	HUD closed the recommendation after reviewing information from DCHA's Board Chair.	4/28/2023
GR4	R	The Board should draft a document including measurable performance goals for the Executive Director.	Closed	HUD closed the recommendation after receiving performance measures for then-current ED. HUD also noted that the then-current ED was departing.	5/19/2023
GR5	R	Determine a regular schedule to review the Executive Director's performance against documented goals.	Closed	HUD closed the recommendation after reviewing information provided by DCHA, which included annual performance plan for then-current ED	4/18/2023
GR6	R	The Board should provide detailed reports on key management, financial, and operational areas.	Closed	HUD closed the recommendation after reviewing finalized dashboards	5/11/2023
GR7	R	The Board should attend trainings on ethics.	Closed	HUD closed the recommendation after reviewing documentation provided to confirm trainings were attended	4/24/2023
GR8	R	Training for the Executive Director to develop capacity in critical PHA functions.	Closed	HUD closed the recommendation after reviewing documentation provided to confirm training was attended	4/18/2023
GR9	R	Monitor executive team and ensure detailed reports on key PHA operational and management areas.	Closed	HUD closed the recommendation after reviewing finalized dashboards	5/11/2023
GR10	R	The Executive Director should evaluate DCHA's current organizational structure the staff's capacity to perform assigned functions.	Closed	HUD closed the recommendation after DCHA provided a schedule for staff training to ensure staff capacity. HUD determined this demonstrated that DCHA had "assessed capacity and are implementing steps to increase it."	5/19/2023
GR11	R	The Executive Director should make changes to the existing organizational structure and develop and implement any staff training needed.	Closed	See GR 10. HUD indicated that DCHA submitted a list of trainings and supports directly related to this finding.	5/30/2023
GR12	R	The Executive Director should develop a document with measurable performance goals for each member of the executive team.	Closed	HUD closed the recommendation after reviewing documentation submitted, noting: "it provides a framework for Executive Director to manage her staff members performance. HUD's closure of this recommendation is recognizing that monitoring the performance of DCHA staff members is teh [sic] responsibility of the Executive Director and not HUD."	3/15/2023

Finding	Recommendations, Findings & Observations	Original Corrective Action	Status: HUD Closed or Open	Comments and Status	HUD-Reported Closure Date
GR13	R	Develop a regular meeting schedule with Resident Leaders and the Resident Advisory Board to share updates and discuss issues.	Closed	HUD closed this recommendation after reviewing documentation provided, including documentation on regular meetings with resident leaders.	4/18/2023
GR14	R	Provide a monthly report to the Board on key performance indicators.	Closed	HUD closed this recommendation after reviewing final dashboards.	5/11/2023

* Date provided is date of DCHA's last submission of materials to HUD for closeout; specific HUD closeout date is approximate.

Meeting type	Date	Time	Location	Quorum
Regular Board meeting	October 9, 2024	1:00 p.m.	Virtual	Yes
Regular Board meeting	November 13, 2024	1:00 p.m.	Virtual	Yes
Annual Board meeting	December 11, 2024	11:00 a.m.	Virtual	Yes
Regular Board meeting	December 11, 2024	1:00 p.m.	Virtual	Yes
Education Symposium	December 18, 2024	9:00	Virtual	Yes
Special Board meeting	January 27, 2025	9:00 a.m.	Virtual	Yes
Education Symposium	January 27, 2025	9:30 a.m.	Virtual	Yes
Regular Board meeting	February 12, 2025	1:00 p.m.	Virtual	Yes
Regular Board meeting	March 12, 2025	1:00 p.m.	Virtual	Yes
Regular Board meeting	April 9, 2025	1:00 p.m.	Virtual	Yes
Regular Board meeting	May 14, 2025	1:00 p.m.	Virtual	Yes
Education Symposium	June 4, 2025	9:00 a.m.	Virtual	Yes
Regular Board meeting	June 11, 2025	1:00 p.m.	Virtual	Yes
Regular Board meeting	July 9, 2025	1:00 p.m.	Virtual	Yes
Education Symposium	September 4, 2025	9:00 a.m.	Virtual	Yes
Regular Board meeting	September 10, 2025	1:00 p.m.	Virtual	Yes
Regular Board meeting	October 8, 2025	1:00 p.m.	Virtual	Yes
Regular Board meeting	November 12, 2025	1:00 p.m.	Virtual	Yes
Education Symposium	December 1, 2025	10:00 a.m.	Virtual	Yes
Regular Board meeting	December 10, 2025	1:00 p.m.	Virtual	Yes

Q8. DCHA(HY0) FY2026 POH Response to Pre Hearing Questions

Meeting type	Date	Time	Topic	Quorum
Education Symposium	December 18, 2024	9:00 a.m.	Portfolio Repositioning	Yes
Education Symposium	January 27, 2025	9:30 a.m.	ACOP & Admin Plans	Yes
Education Symposium	June 4, 2025	9:00 a.m.	Industrial Revenue Bonds	Yes
Education Symposium	September 4, 2025	9:00 a.m.	Budget	Yes
Education Symposium	December 1, 2025	10:00 a.m.	DCHA Sustainability	Yes

Conference/Training	Date	Description	Attendees
FY25			
NAHRO -Ethics for Commissioners	October 10, 2024	Ethics play a significant role in the life of a commissioner. This training will increase a commissioner's understanding of professional conduct guidelines and their ability to recognize and appropriately address ethics-related issues and problems that may arise. Learn about laws, regulations, and policies impacting ethical conduct and build your capacity as a board member. This training, intended for new commissioners and as a refresher for veteran commissioners, uses practical applications and skills assessment exercises to reinforce ethical concepts. You'll leave with practical strategies to minimize risk and improve the ethical conduct of your Board and organization. This training is a requirement for individuals seeking to obtain the NAHRO Commissioners Certification (NCC). Objectives: After completing this training, participants will be able to: Recall key laws and documents related to ethical conduct in affordable housing Identify the definition of ethics and understand its relevance in affordable housing Apply strategies to ethical dilemmas and avoid conflicts of interest Recognize the importance of the commissioner's fiduciary duty Prepare and implement strategies to promote ethical conduct on the Board and in their agency	Denise Blackson (BOC)
NHC	December 4, 2024	On December 4, 2024, the National Housing Conference will host its Solutions for Affordable Housing convening at the National Press Club in Washington, DC. Solutions for Affordable Housing serves as a platform for fostering connections among a diverse range of affordable housing stakeholders, encompassing officials from municipal bodies, charitable foundations, non-profit organizations, real estate developers, lenders, and beyond. Our focus is on housing priorities that are tangible, impactful, and achievable. Attendees will build a deeper understanding of key national housing issues and the interplay between federal, state, and local policies that shape them. This year's sessions include discussions on timely topics such as the impact of the elections on a 2025 housing agenda, the housing insurance crisis, preserving generational wealth, the effects of rent regulation on renters and landlords, modernizing federal housing programs, addressing homelessness as a health issue, the challenge of missing middle housing, and more.	Hammere Gebreyes (OED)

Conference/Training	Date	Description	Attendees
PHADA Commissioners' Conference	January 5-8, 2025	The new year will begin with a different President and a new congressional session. It promises to be another interesting and busy one for housing professionals. To help prepare, executive directors, staff, and commissioners will not want to miss PHADA's upcoming meeting in Miami, FL. There will be sessions on the latest news regarding FY 25 HUD appropriations as well as the outlook for a new federal budget season that gets underway in early 2025. PHADA will also outline the Association's policy agenda for the 119th Congress. Some planned sessions will include the latest on the pending tenant screening and Fair Housing rules, and updates on HUD's implementation of the Housing and Opportunity Though Modernization Act (HOTMA) and the Housing Information Portal (HIP). There will also be sessions on Build America, Buy America (BABA) requirements, NSPIRE inspections, and some geared specifically to new executive directors. For commissioners, there will be sessions on hiring new executive directors and the importance of succession planning. Other likely topics include re-positioning strategies, and how board members can prepare their agencies for the many uncertainties in today's environment.	Keith Pettigrew (OED)
NLHA Program	January 22-24, 2025	NLHA's winter meeting will examine the new landscape and what lies ahead for all assisted housing providers. This conference will have plenty of new information for NLHA members including expected developments related to the incoming Administration, status and content of the FY25 HUD funding and the impact on rental assistance; likelihood of tax legislation impacting LIHTC, and anticipated legislative changes. As always, NLHA has invited HUD career officials and industry experts to provide important updates on handbook changes, pending regulatory issues, system developments, staffing, etc. Sessions will be offered on: • Preservation and post-M2M rents • Valuing partial LP interests • Understanding the new PBV rules and HOTMA changes • Section 18 Fixes and Renaming Faircloth to RAD • RAD Rent update and status of 811 guidance; post-conversion issues • NSPIRE, HOTMA, HAP bifurcations and more • Use of AI to facilitate operations • Understanding the new PBV rules and HOTMA changes This conference fee was waived based on DCHA's membership.	Keith Pettigrew (OED)

Conference/Training	Date	Description	Attendees
HUD PIC Error Dashboard	January 24, 2025	HIP migration will then be required for each agency to implement the HOTMA final rule. In this "live" online micro-course participants will learn how to use the PIC Error Dashboard to meet HOTMA compliance requirements. Participants will also learn how to prepare for HIP migration, navigate the PIC Error Dashboard, and locate and fix errors. Topics include: 1.How to Find & Navigate the PIC Error Dashboard 2.Using the Filtering Function to Dial in on Your Agency's Specific Error(s) 3.How to Use the PIC Dashboard to Locate the Exact Error Report & Ticket 4.Review Common PIC Errors & Learn How to Fix Them 5.The Fatal Errors Being Reported to the Dashboard & How They Affect Your Program	Keith Pettigrew (OED) Nicole Wickliffe (OED)
Housing Development Law Institute General Counsel Forum	February 2-3, 2025	This is an annual forum for housing authority general counsel to discuss key legal issues facing housing authorities.	Amy Glassman (OGC)
25th Annual The Nelrod Consortium Conference	February 26-28, 2025	Training topics include: -Executive Professional Development -The HCV Program – A Management Perspective -PH Programs	Keith Pettigrew (OED) Nicole Wickliffe (OED)
NAHRO Washington Conference	March 10-12, 2025	The National Conference is NAHRO's flagship gathering for housing and community development professionals from across the United States. It serves as a central forum for learning, networking, advocacy, and showcasing best practices in the affordable housing field.	Denise Blackson (BOC)
Moving To Work (MTW) Conference	April 30 - May 2, 2025	Joined leading housing practitioners and professionals from across the MTW industry to share and learn about the latest MTW innovations and ideas.	Sheila Miller (OCP) Amy Glassman (OGC) Nicole Barrett (OED)
Better Buildings, Better Plants Summit 2025	April 30 - May 2, 2025	Event hosted by the Department of Energy on April 30-May 2, 2025. This event took place at Capital Hilton in Washington, D.C. This annual event for Better Buildings & Better Plants partners and other key stakeholders provides the opportunity for professionals to explore emerging technologies and share innovative strategies in energy efficiency, decarbonization, water, and waste reduction.	Gene Summerville (OAS)
CEO Roundtable	August 14 - 15, 2025	The Annual CEO Roundtable is a high-level gathering of chief executives from various industries, designed to foster strategic dialogue, collaboration, and innovation. This exclusive event provides a platform for leaders to share insights on pressing business challenges, explore emerging trends, and discuss forward-looking strategies. Through moderated discussions, keynote presentations, and networking opportunities, the roundtable encourages thought leadership and collective problem-solving to drive organizational and economic growth.	Keith Pettigrerw (OED)

Conference/Training	Date	Description	Attendees
NAHRO National Conference	September 26 -30, 20	The two-day conference in Phoenix, AZ is to network with industry leaders, gain insights from expert speakers, and learn about the latest trends and best practices in affordable housing development, finance, and preservation. Discover innovative solutions to complex challenges and explore emerging opportunities in the affordable housing market. The event includes scheduled networking breaks and a reception for attendees, offering opportunities to make connections with other professionals in the affordable housing sector. The conference will be held at the Phoenix Convention Center, 100 N 3rd Street, Phoenix, AZ 85004.	Keith Pettigrew (OED) Nicole Wickliffe (OED) Raymond Skinner (BOC)
FY26			
NAHRO Virtual training – Procurement and Contract Management	December 1 - 4, 2025	Maintaining a procurement program that complies state law and federal regulations can be challenging. It requires an understanding of the regulations, laws and agency policies as well how to manage contracts awarded by the agency. This training will cover procurement standards, methods of procurement, HUD required regulatory documents, types of contracts, roles and responsibilities of the contracting officer, procurements that require HUD approval, documenting procurement actions, price and cost analysis, Section 3 as well as doing business with MBE, WBE, and Resident Owned Businesses. Procurement and contracts can be high-risk areas for your agency. This training will help you ensure your procurement efforts and contracts are effective, competitive and compliant.	Gene Summerville (OAS)
Resident Regional Housing Conference	December 11, 2025	the Resident Regional Public Housing Seminars and Celebration, hosted by the Resident Advisory Board (RAB) with the support of the Housing Authority of Baltimore City (HABC). This one-day event will take place on Thursday, December 11, 2025, at Pleasant View Gardens and will bring together resident leaders and housing professionals for a day of learning, leadership, and celebration. This full day replaces a previously canceled event in March, and we are committed to making this a powerful, energizing way to close out the year. Attendees can look forward to: Inspiring sessions and discussions on resident engagement, leadership, and navigating shifting housing landscapes Interactive activities focused on collaboration, empowerment, and community impact Continental breakfast and lunch A semi-formal Gala with dinner to celebrate their year of service and commitment	Rosa Burbridge (BOC)

Conference/Training	Date	Description	Attendees
2026 PHADA Commissioners' Conference	January 4-7, 2026	2026 Commissioners Conference taking place January 4-7 in Tampa, FL. The conference will provide critical insights and training tailored for housing authority executives, staff and Commissioners. PHADA is planning timely briefings on policy and regulatory matters to include important information coming out of Congress and HUD. There will be sessions recapping FY 26 HUD appropriations as well as the outlook for the new federal budget season and the association's policy agenda for the second half of the congressional session. Breakouts sessions will focus on the latest on implementation of the Department's new "cash management" Operating Fund guidance; how HAs are incorporating AI safely and effectively into housing operations; housing preservation strategies, including self-development and optimizing RAD both before and after conversion; effective strategies for operating agencies in the current environment and more. In addition to sessions for executive directors and their staff, PHADA will provide training for commissioners on pressing topics including succession planning, dealing with HUD's budget uncertainty, re-positioning, good governance, and current events in housing, among other topics.	Keith Pettigrew (OED)

Waitlist Name	Items ON LIST
FEDMAIN	17,824
MDMAIN	16,023
Grand Total	33,847

Items ON LIST by Race	Waitlist		
Race	FEDMAIN	MDMAIN	Grand Total
American Indian	29	29	58
Asian	85	62	147
Black	16,343	14,898	31,241
Multiple	35	30	65
Pacific Islander	127	90	217
White	485	359	844
NFD	720	555	1,275
Grand Total	17,824	16,023	33,847

Items ON LIST by Years Elapsed	**Waitlist**			
Years ON LIST	**FEDMAIN**	**MDMAIN**	**(blank)**	**Grand Total**
0-5 Years on List	**85**	**119**		**204**
11-15 Years On List	**16,290**	**9,658**		**25,948**
16-20 Years On List	**1,264**	**5,706**		**6,970**
21+ Years On List	**139**	**472**		**611**
Grand Total	**17,824**	**16,023**		**33,847**

	FEDMAIN Waitlist (Outcomes)		
	FY24*	**FY25**	**FY26**
Applicants Selected from the Wait List	11,156	5,126	398
Pending	39	9	0
Eligible	570	61	12
Removed (Withdrawn)	11	55	98
Leased	353	1,353	258

	MDMAIN Waitlist (Outcomes)		
	FY24	**FY25**	**FY26**
Applicants Selected from the Wait List	2	4,891	0
Pending	0	1	0
Eligible	0	4	0
Removed (Withdrawn)	0	6	3
Leased	0	69	32

***NOTE: 3000+ households were pulled prior to 2024. They are not included in these FY24 totals.**

Total Number of Applicants on the PH Waiting List (FY25 & FY26)	As of 10/1/2024	As of 09/30/2025	Current - 01/2026
# of Applicants Selected on the Waiting List	2659	1686	980
# of Applicants Pending Eligibility (**Total sum on this line includes the number of applicants selected on the waiting list**)		150	3
# of Applicants Removed/Withdrawn from the Waiting List		532	678
Failure to attend appointments (removed)		103	140
Return Mail (withdrawn)		224	3
Background Screening (Ineligible/Other Reason)		8	0
Criminal Background (Ineligible)		6	0
No longer interested in Program (withdrawn)		109	7
Failure to provide requested documentation within the required timeframe		82	528
# New Admissions (Leased)		441	28

Waitlist Demographic Data - Public Housing

Ethnicity	Ame Indian	Black	Black, Asian	Pac Islander	Unknown	White	Total
Hispanic	0.00	20.00	0.00	1.00	3.00	7.00	31.00
Not-Hispanic	1.00	925.00	1.00	5.00	13.00	3.00	948.00
Unknown	0.00	1.00	0.00	0.00	0.00	0.00	1.00
GrandTotal:	**1.00**	**946.00**	**1.00**	**6.00**	**16.00**	**10.00**	**980.00**

Waitlist Aging Report - Public Housing

Number of Years	Total # of Applicants
30	1
28	1
26	6
25	8
24	9
23	10
22	20
21	16
20	32
19	28
18	106
17	86
16	197
15	183
14	192
13	85
Total	**980**

Advocate Comments on Proposed Revisions to the ACOP

September 2025

	Section	Comment	Response
1.	Overall	Throughout the ACOP, different regulations refer to an "adverse action," a "notice of adverse action," the "notice requirements for adverse actions," or the like. We could not find a comprehensive definition of adverse action or a regulation that lists all the requirements of a notice of adverse action. DCHA must define the term "adverse action" and list the requirements of a notice of adverse action somewhere in the ACOP. Moreover, any notice of adverse action must include a notice of any appeal rights the recipient may have.	DCHA appreciates your comments and will revise, where appropriate, references to adverse actions to include applicable examples and a definition.
Chapter 60: Overview of the Public Housing Program and Admissions and Continuing Occupancy Plan			
6002	THE PUBLIC HOUSING PROGRAM		
2.	6002.13	This section must explicitly recognize that DCHA also has responsibilities under and must comply with local law and regulations. In particular, 6002.13(e) should say, "Screen applicant families for suitability as renters in accordance with local law[.]" 6002.13(h) must also specify that DCHA must maintain properties to a standard consistent with the D.C. Housing Code and the D.C. Property Maintenance Code, in addition to the NSPIRE standards.	DCHA appreciates your comments but will not further revise this provision. DCHA is required to, and will, comply with local laws and regulations for suitability and property standards, where they are applicable to federal Public Housing.
6003	THE ADMISSIONS AND CONTINUED OCCUPANCY POLICIES		
3.	6003.2	It is inappropriate to include "DCHA procedures" as a source of "governing" authority equivalent in force to federal regulations, HUD handbooks and guidebooks, notices, and state and local laws. DCHA may not always be required to publish its internal policies or notify residents or the public prior to changing those, so they should not be held out to be an authoritative source of law or equivalent to other laws and regulations that do carry the force of law.	DCHA appreciates your comments but will not further revise this provision. DCHA does not contend that its procedures are "equivalent in force to federal regulations" nor do we contend that they are "an authoritative source of law." Rather, DCHA has indicated in this provision that where the ACOP does not address a particular issue, it may be addressed in our procedures.
4.	6003.8	This section should be edited to reflect that DCHA will also review and update the ACOP as needed to reflect changes in federal and local law and regulations.	DCHA will revise this provision as follows: DCHA will review and update the ACOP as needed to reflect changes in federal and local regulations and laws (as applicable), DCHA operations, DCHA's MTW policies (approved by HUD

	Section	Comment	Response
			through DCHA's MTW Plan) or when needed to ensure staff consistency in operation.
Chapter 61: Fair Housing and Equal Opportunity			
6101 NONDISCRIMINATION			
5.	6101.1	DCHA must additionally note in subsection (b) that DCHA is seeking to further fair housing as part of its obligations to comply with the Fair Housing Act ("FHA"), as a recipient of federal funds, and pursuant to 42 U.S.C. §§ 3608(d) and 3608(e)(5). *See also* 24 CFR § 91.225 (a)(1). The Age Discrimination Act of 1975 was removed from the list in 6101.1. To the extent that the Age Discrimination Act of 1975 provides protections that are not otherwise covered by other civil rights and housing laws listed in 6101, it should be added back in.	DCHA appreciates your comments, but will not further revise this provision.
6.	6101.1(h)	**6101.1(h)** confusingly only references local applicable civil rights and housing laws, but the DC Human Rights Act is separately referenced in 6103.3. At 6101.1(h). The agency could instead say: "Any applicable federal or local laws or ordinances, *including but not limited to the DC Human Rights Act,* D.C. Code 2-1401.01 *et seq., locally administered by the Office of Human Rights*, and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted."	DCHA has revised the phrase in question as follows: "Any applicable state laws or local ordinances, including but not limited to the District of Columbia Human Rights Act, D.C. Code 2-1401.01 *et seq*, and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted."
7.	6101.3	The full name of the statute should be the "District of Columbia Human Rights Act" or the "D.C. Human Rights Act," not the "District Human Rights Act." This change should be applied throughout the document.	DCHA has made the requested change.
6102 NONDISCRIMINATION			
8.	6102.1	The second sentence should read, "State and local laws and regulations also prohibit discrimination against additional classes of people." It is a fact, and not simply a possibility, that DC laws protect additional classes of people from discrimination. And while it is good that DCHA policies may also protect additional classes of people, policies should not be held up as equivalent sources of legal authority with local laws and regulations.	DCHA has made the requested change.

	Section	Comment	Response
9.	6102.3	The agency must conform its definition of "familial status" to the definition under the FHA because its current definition is inconsistent with federal law, which courts use to interpret the DC Human Rights Act. *See Paralyzed Veterans of Am. v. Ellerbe Becket Architects & Eng'rs, P.D.*, 950 F. Supp. 393, 405 (D.D.C. 1996) ("D.C. law is applied in the same manner as the parallel federal anti discrimination provisions."). Specifically, the agency's current definition leaves out parent designees that may substitute for parents or legal custodians of one or more minor children and instead inserts "a family with a child or children under the age of eighteen (18). . . securing custody of children under the age of eighteen," which is different than the relationships the federal fair housing law intends to cover. DCHA accordingly should define "familial status" as it is defined under the FHA: "[O]ne or more individuals (who have not yet attained the age of 18 years) being domiciled with . . . a parent or another person having legal custody of such . . . individuals, or the designee of such parent or other person having such custody, with the written permission of such parent or other person. The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years e." 42 U.S.C. § 3602(k).	DCHA has revised the policy as follows: "Familial status involves a family with a child or children under the age of eighteen (18) living with parents or legal custodians or with designees (pursuant to written permission) of a parent or legal custodian, pregnant women, or securing custody of children under the age of eighteen (18)."
10.	6102.5	The first sentence of this section should be edited to read: "DCHA furthermore acknowledges the following protected traits under the District of Columbia Human Rights Act…" This edit is to remove confusion given that some of these protected traits overlap with protected traits under federal law already listed above.	DCHA has revised the phrase in question as follows: "DCHA acknowledges the following protected traits under the District of Columbia Human Rights Act…."
11.	6102.6	The first sentence of this section should be edited to read: "DCHA shall not, based on <u>any of the</u> protected traits <u>under the D.C. Human Rights Act</u> or the federal protected classes…" DCHA should also add "any individual" to (a) such that subsection (a) reads: "Deny to <u>any</u> <u>individual or</u> any family the opportunity to apply for housing…" Subsection (g) should be edited to read: "Steer an applicant or tenant toward or away from a particular area based on any <u>of the protected traits under the D.C. Human Rights Act or the</u> <u>federal protected classes</u>;"	DCHA has revised the portions of this policy as follows: "DCHA shall not, based on protected traits under the District of Columbia Human Rights Act or Federal protected class:…(g) Steer an applicant or resident toward or away from a particular area based on a protected trait under applicable District law or Federal protected class;…(k) Discriminate against someone because they are related to or associated with a member of a protected class or because they are perceived to be related to or associated with a member of a protected class; or (l) Publish or cause to be published an advertisement or notice indicating

	Section	Comment	Response
		Subsection (k) should be edited to read: "Discriminate against someone because they are related to or associated with a member of a protected class, or because they are perceived to be related to or associated with a member of a protected class" Subsection (l) should be edited to more closely reflect the language in D.C. Code 2-1402.21(a)(5) and/or 42 USC 3604(c): "Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to a transaction, or proposed transaction, in real property, or financing relating thereto, which notice, statement, or advertisement unlawfully indicates or attempts unlawfully to indicate any preference, limitation, or discrimination based on any of the protected traits under the D.C. Human Rights Act or the federal protected classes."	the availability of housing that prefers or excludes persons who are members of a protected class under the District of Columbia Human Rights Act or the federal protected classes." Please note that "family" includes individuals.
12.	6102.7	In prior iterations of these regulations, this section, which has now been stricken, read: "DCHA must take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, DCHA shall provide information to public housing applicant families about civil rights requirements." We urge DCHA to add this section back into the regulations. In addition, DCHA should explicitly refer to protections under the D.C. Human Rights Act and any other applicable local laws, including source of income protections.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to the Public Housing orientation and notice of civil rights requirements. The orientation currently includes information about protections under District and federal laws and how to file a discrimination complaint.
13.	6102.9	This subsection should be revised as follows: "In all cases, DCHA shall advise an individual or family to file a fair housing complaint if the individual or family feels they have been discriminated against under the Fair Housing Act, D.C. Human Rights Act, or any other applicable federal or local law as described in Section 6101. Anyone who believes they have been discriminated against may file a fair housing complaint with the Department of Housing and Urban Development (for claims under the Fair Housing Act, Americans with Disabilities Act, or Section 504 of the Rehabilitation Act) or the D.C. Office of Human Rights (for claims under the D.C. Human Rights Act)." As currently worded, the section does not require DCHA to advise a family of their rights. The section is also too narrow in scope.	DCHA has revised this policy as follows: "In all cases, DCHA may advise the family to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act, District of Columbia Human Rights Act, or other applicable anti-discrimination law. Anyone who believes they have been discriminated against may file a fair housing complaint with the Department of Housing and Urban Development (for claims under applicable Federal laws) or the District of Columbia Office of Human Rights (for claims under the District of Columbia Human Rights Act)." Please note that this statement conforms with HUD's use of "may" rather than "shall" in HUD's guidance on this topic.
14.	6102.10	Upon receipt of a housing discrimination complaint, DCHA should give the person making the complaint the option of either having DCHA investigate using the procedure	DCHA appreciates and acknowledges your comment. DCHA has removed the PIH notice referenced per your comment. As noted under

	Section	Comment	Response
		described below or filing a complaint with HUD or OHR as described above. Therefore, the regulation should read: "Upon receipt of a housing discrimination complaint, a DCHA staff member should advise the family that they have two options. DCHA will advise the family that they can file a complaint with HUD and/or OHR and provide the family with a HUD and/or OHR complaint form and instructions for submitting the form. DCHA will also advise the family that the family may choose to have DCHA investigate the complaint instead. If DCHA investigates the complaint, the steps are:" and then the current (a), (b), and (c) should remain.	#13, DCHA has revised 6102.9 to provide additional information on procedures and options related to filing a complaint.
15.	**6102.11**	As explained above, DCHA should emphasize in these situations that complainants have the option of filing their complaint with an outside agency if they desire.	Please see the response to comment #14.
16.	**New Regulation**	A regulation should be inserted directly after 6102.11 that says, "DCHA will not notify anyone that a complaint has been made against them without permission from the complainant, but DCHA will not investigate a complaint without notifying the person who is alleged to have discriminated."	Please see the response to comment #14.
6103	**POLICIES RELATED TO PERSONS WITH DISABILITIES**		
17.	**6103.3**	As the provider of public housing, DCHA has an obligation to not only comply with its fair housing obligations to provide reasonable accommodations, but it must also provide for reasonable modifications. 24 C.F.R. § 100.203. Although DCHA provides examples of reasonable modifications at 6103.9, DCHA's policy should make clear that reasonable modifications, i.e., physical changes to the structure, are also allowable and should be made without cost to the tenant.. This is because Section 504 of the Rehabilitation Act applies here and means that modifications are also free to the tenant, with some limited exceptions. 29 U.S.C. § 794; 24 C.F.R. Part 8. Thus, we recommend that Section 6103 be edited in its entirety to clarify that DCHA has an obligation to provide both reasonable accommodations and reasonable modifications.	DCHA revised 6103.7 to clarify the policy described in this provision to read as follows: "A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. For purposes of this ACOP, reasonable accommodation include reasonable modifications, which are structural modifications to units or buildings when necessary for a person with a disability full enjoyment of the premises."
18.	**6103.9**	Subsection (i) is confusingly worded. The regulation states that an example of an instance where DCHA must accommodate the needs of a person with disabilities is when a live-in aide is "essential to the care of a person with disabilities" and "is not	DCHA has revised this provision to clarify policy as follows: "Allowing a DCHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not

	Section	Comment	Response
		obligated for the support of the person with disabilities[.]" Because a live-in aide does provide support to a person with a disability, the agency should delete the phrase "is not obligated for the support of the person with disabilities." Alternatively, if the word support here is referring to financial support, the word "financial" should be inserted for clarity.	obligated for the financial support of the person with disabilities, and would not be otherwise living in the unit." Please note the definition of live-in aide is established in the regulations at 24 CFR 5.403; DCHA is required to comply with this definition.
19.	6103.14	DCHA currently anticipates applying different definitions of a "disability" depending on the context in which the disability arises. According to the agency, "[t]he regulatory civil rights definition for persons with disabilities" provided in 6501.1 applies "for the purpose of obtaining a reasonable accommodation" while "the HUD definition of disability" is to be used "for waiting list preferences and income allowances." Inconsistent application of the definition of a "disability" is highly problematic and will generate disparate outcomes for persons with disabilities depending on the nature of their request or issue. We recommend the agency accordingly apply the FHA and DC Human Rights Act definitions of "disability" across all aspects of public housing to avoid running afoul of the agency's fair housing obligations. The regulatory civil rights definition for persons with a disability is provided under D.C. Code § 2-1401.02 (5A). DCHA should consistently use the same definition of a disability or person with a disability in all aspects of the public housing program and HCVP.	Because the public housing program is federally funded by the U.S. Department of Housing and Uban Development (HUD), DCHA is required to use HUD's definitions of disability. HUD uses two definitions of "disability" for the purpose of deductions (per 24 CFR 5.403) used for purposes of deductions, and another, more inclusive definition (per 24 CFR 8.3 and 100.201) used for purposes of reasonable accommodations only. Because this portion of the policy is discussing reasonable accommodations, the regulatory definition of "disabled" for reasonable accommodation purposes has been added to this section.
20.	6103.18	It is not appropriate for DCHA to use the same verification procedures for disability and the need for accommodation as it does for verifying income. See comments to 6103.21. Therefore the first paragraph of this regulation and subsection (a) should be deleted.	DCHA has revised this provision to remove the reference to Chapter 66: Verification in order to clarify that the verification policy applicable to reasonable accommodations is described in (a) through (d) of this provision.
21.	6103.21	DCHA's reasonable accommodation policy states it "may require the family to sign a consent form so that DCHA may verify the need for the requested accommodation." Pursuant to the *Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act* (Joint Statement on Reasonable Accommodations), DCHA may not require that a person with a disability sign a consent form to verify a person's disability. The person can provide their own verification letter instead if one is needed. Joint Statement on Reasonable Accommodations at 17-18.	DCHA has revised the policy as follows: "Before making a determination whether to approve the request, DCHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that DCHA may verify the need for the requested accommodation if that need is not apparent or otherwise credibly documented by the individual."

	Section	Comment	Response
		(pages 12-13). The language regarding the requirement to sign a consent form should be removed.	
22.	6103.22	Currently, DCHA's policy for addressing and providing reasonable accommodations lacks sufficient process. To address this deficiency, the agency should publish a specific policy on how it will document, review, and process reasonable accommodation requests. Prior versions of these regulations provided that DCHA would review reasonable accommodations requests within 20 business days. That language has been replaced with a statement that DCHA will "timely" respond to such requests in subsections (a) and (d). As we have previously commented, DCHA should be able to review these requests within 10 business days. The language right now provides no timeline for response to these requests, as "timely" is subjective and gives residents no guidepost for when their requests may be considered. The words "if applicable" should be removed from Subsections (b) and (d).	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise this provision to include reasonable accommodation procedures . DCHA is committed to ensuring compliance with our reasonable accommodation policy and procedures and will work to ensure that staff receive the appropriate training for processing reasonable accommodation requests.
23.	6103.25-27	In addition to the forms of communication listed, DCHA should add that ASL interpreters and oral interpreters will be made available to meet the needs of persons with hearing impairments.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
24.	6103.28	Subsection (e) should read "the Fair Housing Amendments Act of 1988."	DCHA has made the requested change and added further references as to where each listed law may be found in the federal regulations.
6104	IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)		
25.	6104.1	As a government agency operating in the District of Columbia, DCHA is subject to the Language Access Act of 2004 (LAA), not just Title VI, 42 U.S.C. § 2000d, which provides protections on the basis of national origin, race, and color, because it is a recipient of federal funds. The agency should accordingly revise its description of the applicable laws to include the LAA. To that end, DCHA should incorporate the LAA's affirmative obligations, which go beyond the requirements of Title VI: "Failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin and the District of Columbia Language Access Act of 2004. This §6104 incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI	DCHA appreciates and acknowledges your comment but will not further revise this provision. DCHA will continue to comply with the Language Access Act of 2004 (LAA), where applicable.

	Section	Comment	Response
		Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the Federal Register."	
26.	6104.4	DCHA should revise the wording of three of the four factors it considers to determine the level of access needed by Persons with LEP to ensure it complies with the LAA. Subsection (a) leaves out a consideration required by the LAA; subsection (c) reads confusingly; and subsection (d) mistakenly refers to costs as one consideration DCHA can take into account. Pursuant to the LAA, "resources" but not "costs" are a valid factor for the agency to consider. Revised language would read as follows: In order to determine the level of access needed by Persons with LEP, DCHA shall balance the following four (4) factors: The number or proportion of Persons with LEP eligible to be served or likely to be served or encountered by the public housing program; (a) The frequency with which Persons with LEP come into contact with the program; (b) The nature and importance of the program, activity, or service provided by the program to Persons with LEP; and (c) The resources available to DCHA. …	See response to comment #26.
27.	6104.5	DCHA should replace the current 6104.5 with a new subsection (below) to ensure DCHA is in compliance with the LAA requirements for a "covered entity's" obligations to meet the needs of Persons with LEP. Currently the newly proposed section below is entirely missing from DCHA's regulations governing the public housing program. (a)(1) In making the determination under 6104.4(b) of the type of oral language services needed, DCHA shall consult the following sources of data to determine the languages spoken and the number or proportion of limited or non-English proficient persons of the population that are served or encountered, or likely to be served or encountered, by the covered entity in the District of Columbia: (A) The United States Census Bureau's most current report entitled "Language Use and English Ability, Linguistic Isolation" (or any other successor report); (B) Any other language-related information; (C) Census data on language ability indicating that individuals speak English "less	See response to comment #26.

	Section	Comment	Response
		than very well"; (D) Local census data relating to language use and English language ability; (E) Other governmental data, including intake data collected by DCHA and data collected by and made available by District government offices that conduct outreach to communities with limited-English proficient populations, such as the Office of Latino Affairs and the Office of Asian and Pacific Islander Affairs; and (F) Data collected and made available by the D.C. Language Access Coalition. (2) DCHA shall annually collect data about the languages spoken and the number or proportion of persons with LEP speaking a given language in the population that is served or encountered, or likely to be served or encountered, by DCHA. DCHA's databases and tracking applications shall contain fields that will capture this information. All information collected under this section shall be provided to the Language Access Director and made available to the public, upon request, within a reasonable time.	
28.	6104.5	The language should be updated to ensure DCHA is compliant with its obligations under the LAA of 2004 (D.C. Code § 2-1932(a)): "DCHA shall provide oral language services to Persons with LEP who seek to access or participate in the services, programs, or activities offered by DCHA."	See response to comment #26.
29.	6104.6	DCHA's language access plan is out of compliance with the LAA. The current DCHA language access plan must be re-written in order to comply with the LAA. Therefore, the current language should be stricken and replaced with the following: "DCHA's language access plan shall be established in consultation with the Language Access Director, the D.C. Language Access Coalition, the entity's language access coordinator, and agency directors that conduct outreach to limited or no-English populations. DCHA shall update its language access plan every 2 years and shall meet the minimum requirements established under the Language Access Act of 2004 for language access plans for covered entities, at D.C. Code § 2-1934(a)(2)(A)-(E). (A) The types of oral language services that DCHA will provide and how the determination was reached;	See response to comment #26.

	Section	Comment	Response
		(B) The titles of translated documents that DCHA will provide and how the determination was reached; (C) The number of public contact positions in DCHA and the number of bilingual employees in public contact positions; (D) An evaluation and assessment of the adequacy of the services to be provided; and (E) A description of the funding and budgetary sources upon which DCHA intends to rely to implement its language access plan.	
30.	6104.8	Subsection (a) should more closely mirror D.C. Code § 2-1933(a) and read that "DCHA shall provide written translations of vital documents into any non-English language spoken by a limited or no-English proficient population that constitutes 3% or 500 individuals, whichever is less, of the population served or encountered, or likely to be served or encountered, by DCHA in the District of Columbia. *See* D.C. Code § 2-1933(a)." This section should additionally note that "If the provisions of this subchapter are contractually imposed on a non-covered entity, subsection (a) of this section shall apply." D.C. Code § 2-1933(b).	See response to comment #26.
31.	6104.9 and 6104.10	Sections 6104.9 and 6104.10, as written, should be stricken and replaced with the language below to ensure the agency is complying with D.C. Code § 2-1934 (b)-(c). "(a) DCHA shall designate a language access coordinator who shall report directly to the director of DCHA and shall: (1) Establish and implement DCHA's language access plan in consultation with the Language Access Director, the D.C. Language Access Coalition, and the agency directors of government offices that conduct outreach to communities with limited or no-English proficient populations; and (2) Conduct periodic public meetings with appropriate advance notice to the public. (b) DCHA shall develop a plan to conduct outreach to communities with limited or no-English proficient populations about its language access plans and about the benefits and services to be offered under this subchapter."	See response to comment #26.
Chapter 62: Eligibility			

	Section	Comment	Response
6201	DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS		
32.	6201.10	DCHA should move these provisions to 6201.4. As written, it is unclear what relevance this definition has to the rest of the regulations. Moving these provisions would provide clarity.	DCHA has made the requested change.
33.	6201.34	DCHA should re-insert and clarify the deleted definition of "nearly-elderly person," since the terms "near-elderly person" and "near-elderly family" are used in other sections of the ACOP.	DCHA has made the requested change.
34.	6201.42 and 6201.43	DCHA should remove the language about the requirement that a resident family notify DCHA when overnight guests will be staying in the unit for more than three days. That additional requirement of notification despite an existing rule that ten (10) consecutive days is the limit is extremely paternalistic. Additionally, older DCHA regulations required written permission of DCHA to exceed the guest stay limits; however, the proposed regulation adds a new criterion that a family may request an exception for valid reasons (i.e.., caretaking of a relative), but that an exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. These extra requirements are unnecessarily burdensome for tenants and their guests. While the proposed language reflects an ability to request exemptions to the guest stay policies for valid reasons, it does not detail how a participant can request an exception and DCHA's obligation for response, both of which had been previously outlined in the regulations prior to the changes in 2023 in 14 DCMR § 5320. DCHA should indicate the process by which exceptions can be requested, including where and how exceptions are submitted. Under those regulations, DCHA was required to respond to an exception request by mailing a response within thirty days of request receipt. DCHA's final ACOP should continue to specify a deadline for DCHA to respond to a request for an exception and a requirement to provide a written response so that participants can expect a clear, written response within a reasonable amount of time and to make clear that DCHA has an obligation to respond. Finally, previous regulations expressly allowed guests to remain pending an exception request determination. The proposed regulations do not include language referring to	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to overnight guests. It is important to note that this is current policy; DCHA has not revised this provision. Guest policy is developed in the interest of protecting the safety and quality of life for all residents. In order to do so, DCHA must be made aware of long-term guests on the property. It is important to note that residents are required only to report guests staying with them for more than three consecutive days. As noted in this provision, if a resident requests that their guest stay longer than three days, they must provide documentation of the guest's permanent address in order to be approved for this exception. These policies are intended to prevent unauthorized occupants from moving into a Public Housing unit. Residents are required to request permission from DCHA before adding an adult to the household, ensuring that DCHA can screen all household members to determine if they meet our eligibility criteria.

	Section	Comment	Response
		this provision, despite a logical implication that the guest would be remaining while the request is being considered. If households are requesting a guest stay exception determination, it is not reasonable for the guest to have to leave the unit while waiting on the determination. Again, DCHA should have an obligation to swiftly make a determination regarding an exception, maintaining the thirty-day response requirement. As long as a request is pending, the household's guest should be able to remain. The regulations should also allow for an exception for live-in aides pending DCHA approval as a "live-in aide", as stated in 14 DCMR § 5320.5 prior to the changes in 2023. If a family member cannot effectively tend to their needs without their live-in aide and the live-in aide's approval is pending, the family member in need should not be penalized. A live-in aide, necessary for the family member and awaiting DCHA determination, should continue to bypass the standard guest stay deadlines while awaiting a DCHA decision.	
35.	6201.44(b)	6201.44(b) should be deleted. It is unreasonable to exclude all residents who have been evicted for any reason. Many former residents have family and close friends at DCHA's complexes. They have lived in the community together for years. This ban is overly broad because it applies to people who have been evicted for non-payment of rent, failure to recertify, or other lease violations that have no effect on the property. Anyone who is not barred from the property should be allowed to stay on the property as an overnight guest. They are already not allowed to stay for more than 10 consecutive days, so DCHA need not worry about an evicted tenant trying to move back in by being a guest.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to exclusions of evicted former residents. It is important to note that this is current policy; DCHA has not revised this provision.
36.	6201.46	6201.46 should be deleted. Tenants cannot be expected to be responsible for what their friends and family members do when they are not on the property. Designating someone an unauthorized occupant means that the occupants are at risk of eviction. Public housing residents should not risk eviction because people are using their addresses. Using someone else's address has no impact on the security or the wear and tear on the property, and tenants should not be put at risk of eviction because someone else has used their address. Many people who are experiencing homelessness or have a history of moving in and out of homelessness use relatives'	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to guests. Please note that the policy described in this provision is a HUD requirement under 24 CFR 966.4(f).

	Section	Comment	Response
		addresses for important mail like notices about their position on DCHA's waiting lists. Public housing residents should be able to help their relatives in this way in the same way that residents of private housing can.	
37.	6201.56	DCHA should remove the language, "information indicates that the student has established a separate household." No details are provided as to what information could lead DCHA to the finding that a student has "established a separate household." Students are often employed and/or reside in other housing while pursuing their education, but that does not indicate an intention to "establish a separate household." The only information that DCHA should be relying on for a determination of whether a student family member is permanently absent is the information provided by the family at the family's discretion. Family members know and understand whether a family member student has left the family household. DCHA should not be using broadly undefined categories to potentially bar family member students from their existing households without the family's request or consent.	DCHA has revised this provision in response to your comments.
38.	6201.60	DCHA's proposed policy does not consider "an individual confined to a medical institution on a permanent basis" to be a family member. We challenge that an individual can ever be confined to a nursing home or hospital on a permanent basis. In *Olmstead v. L.C.*, 527 U.S. 581 (1999), the Supreme Court of the United States reinforced the right of individuals to live in the community. Therefore, a nursing home resident has an absolute right to leave that institution at any time. DCHA should craft an entirely new policy that permits nursing home residents to return to their homes without much administrative burden, while also not counting them as family members while they are in an institution. Such a policy would be consistent with the idea that individuals should not be institutionalized unnecessarily and receive care in the least restrictive setting.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to permanent absence from the unit. It is important to note that the family is permitted to request to add the family member back to the household if they were to leave the nursing home or hospital.
39.	6201.72	Live-in aides are essential to the care of those who need them. Federal law requires ADA compliance and the ability to request reasonable accommodations. This regulation allows DCHA to disapprove or withdraw approval for a live-in aide based on broad categories. DCHA should be clear about the specific criteria it will consider in determining whether it can exclude or withdraw live-in aides. Broadly permitting disapproval or withdrawal of a live-in aide for potential past acts regardless of whether	DCHA has revised this provision in response to your comments.

	Section	Comment	Response
		there was a conviction and/or without consideration to time or other mitigating factors is potentially unlawful, frustrates the reasonable accommodation compliance, is contrary to the spirit of HUD's Affirmatively Furthering Fair Housing guidance, and encourages subjective screening practices. Also, it is unreasonable to deny someone as a live-in aide because they owe a debt to a PHA. This is not related to the safety or security of either the family requesting the live-in aide or the safety of the other tenants in the development and should not be considered more important than the need for a person's disability to be accommodated so that they may have equal access and enjoyment of their housing.	
6202	BASIC ELIGIBILITY CRITERIA		
40.	6202.5 and 6202.6	These regulations confirm these specific HUD requirements around income targeting; however, there are no specific policy details as to how DCHA will appropriately track and implement the requirement or credit. DCHA must have a policy in place to monitor its compliance with federal laws and the "basic targeting requirement."	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions to include as policy those procedures on income targeting. DCHA is subject to, and will abide by, the regulations at 24 CFR 960.202(b); however, DCHA will not include in policy our procedures for monitoring and tracking compliance.
41.	6202.9	This regulation should also detail what the notice must include. The federal guidance is clear that the notice must also include a statement informing the family that financial assistance is contingent upon the appropriate submission and verification of documentation of citizenship or eligible immigration status *and* detail the types of documentation required and time period for submission. 24 CFR 5. The manner in which the language is clearly indicated and detailed in the former regulation 14 DCMR 5101.13 is how such regulations should continue to be detailed. Leaving out such substantial parts of the federal regulations and only opting to broadly summarize pertinent provisions that dictate how DCHA will implement rules is extremely unhelpful to applicants and DCHA staff tasked to properly administer the program. DCHA has already been struggling to properly implement existing laws and program rules. Having a proposed ACOP that leaves out crucial guidance for how DCHA implements its programs will undoubtedly lead to applicant and staff confusion. If the ACOP is not inclusive of all DCHA obligations and responsibilities under federal law and staff are not appropriately trained, DCHA failure to accurately administer the program	DCHA appreciates and acknowledges your comment. DCHA is subject to, and will continue to comply with, HUD requirements for requiring that members who certify that they are eligible non-citizens provide verification consistent with the regulations at 24 CFR 5.580(b)(3), This includes: a signed declaration of eligible immigration status, a USCIS (INS) document referred to in 24 CFR 5.510, and a signed verification consent form. To that end, DCHA will continue to follow HUD's guidance on acceptable verification for an eligible non-citizen as described in the Public Housing Occupancy Guidebook (Eligibility Determination and Denial of Assistance, pg.25) or applicable successor guidance or PIH Notice.

	Section	Comment	Response
		and meet its obligations under federal law will be essentially guaranteed. DCHA cannot train staff to follow federal law and guidance if staff cannot readily access the plain language of the provisions. Staff must clearly be aware of and educated on all of the DCHA/PHA obligations in the ACOP. If those tasked with administering the program on a daily basis cannot easily refer to the ACOP for specific provisions that apply to their duties and lawful administration of public housing, DCHA will have monumental compliance issues because they will continue to have staff that lacks substantial knowledge of the programs they are responsible for implementing.	
42.	6202.28	The additional language to this regulation, "[r]evocation of consent to the form HUD-9886-A by any family member will result in termination or denial of admission," creates unnecessary barriers to affordable housing. The applicant family should be given the option to remove the family member who revoked their consent to prevent a denial of the entire family.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to revocation of consent. HUD requires each member of the family who is at least 18 years of age to provide consent by signing the form HUD 9886A, as described in the regulations 24 CFR 5.230 and 24 CFR 5.232.
43.	6202.35	DCHA should allow tenants who are denied only for debts to go back on the waiting list such that they can be reconsidered after their debt is repaid. Additionally, people seek admission to public housing because they are struggling to afford housing otherwise. Penalizing applicants for their inability to afford housing (the very reason they need public housing) is counterproductive and contrary to DCHA's purpose.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to denial of assistance due to debts owed. It is important to note that this policy only applies to debts owed in connection with a federal rental assistance program, including Public Housing, HCV and Mod-Rehab.
6203	DENIAL OF ADMISSION		
44.	6203.3(a)	Under 24 CFR 960.204, HUD requires prohibition of admission for an applicant that has, within the last three years, been evicted from federally assisted housing for drug related activity. However, HUD also permits PHAs to admit the applicant/household within that same time frame if the PHA determines that the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA or that the circumstances leading to eviction no longer exist. It is a positive addition that DCHA is now incorporating that HUD guidance. Despite HUD's three-year "look back" window, however, DCHA has decided to implement a five-year "look back" window. There is no provided reason for the decision to apply a more restrictive standard than HUD requires. When given the option and chance to expand housing opportunities by	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to denials to admission due to prior eviction for drug-related criminal activity from federally assisted housing in the past five (5) years. It is important to note that DCHA considers mitigating factors (described in 6203.13) before making its final decision. Additionally, DCHA permits the head of household to remove the culpable family member so that the family may be admitted, as described in 6203.14. As previously noted, DCHA must balance the priority of expanding housing opportunities with ensuring the safety and quality of life for all of our residents. Both HUD and the DC Attorney General have urged

	Section	Comment	Response
		utilizing the least restrictive requirements for denial, DCHA has chosen to create additional barriers for DC residents. DCHA should change its regulations to reflect the three-year look back required by HUD instead of a longer period of time.	DCHA to address systematic drug-related activity at Public Housing developments. As written, this policy supports our efforts to prevent crime in Public Housing.
45.	6203.3(b)	Under 24 CFR 960.204, HUD also requires PHAs to establish *standards* for prohibition of admission if the PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Therefore, DCHA has discretion in how it implements a policy under which households can be prohibited. DCHA's proposed policy is that it will consider all credible evidence, including, but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. It proposes that a record or records of arrest will not be used as the sole basis of determining reasonable cause, but still intends to use arrests as a basis for consideration. This proposed policy seems to be in violation of HUD rules that prohibit the use of arrest records as a basis for denial and in violation of DC local "ban the box" and tenant screening laws (*Fair Criminal Records Screening for Housing Act* and the *Eviction Record Sealing and Fairness in Renting Amendment Act*) that prohibit the use of arrest records and the use of sealed eviction records in contemplation of any denial. DCHA must revisit its discretionary policy and craft a policy that is not in violation of federal and DC law. Additionally, the definition of "currently use" is nebulous and overly broad. It defines it as when a "person has engaged in the behavior recently enough to justify a reasonable belief that there is a continuing illegal drug use by a household member during the previous three (3) months" without providing guidance or a definition on what "behavior" is considered to indicate current use of illegal drugs. It also refers to a "reasonable belief" but provides no definition or standard for "reasonable belief."	DCHA wishes to clarify the policy described in this provision. If a record or records of arrest are the only evidence of a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, DCHA may not deny assistance. Records of arrest can only be used as evidence if there is also a record of conviction or eviction related to the use of illegal drugs or abuse of alcohol.
46.	6203.4	DCHA should make these criteria permissive, should not include any criteria not listed in federal regulations, and should look only at the past 3 years, not the past 5 years. Under 24 CFR 982.553, HUD permits, but *does not require* PHAs to prohibit admission if they determine a household member is currently engaged in or has engaged in the following for a reasonable amount of time before admission: (1) Drug-related criminal	See response to comment #44.

	Section	Comment	Response
		activity; (2) Violent criminal activity; (3) Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or (4) Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent). HUD also allows PHAs to determine what constitutes a "reasonable amount of time." Since HUD *does not require* prohibition for the aforementioned reasons, DCHA has discretion in deciding whether to prohibit and under what conditions it will prohibit. DCHA also has discretion to determine the amount of time before admission in which it will consider the factors *if* it decides to prohibit admission at all. DCHA should use this opportunity to minimize barriers to housing for DC residents instead of being more restrictive than HUD recommends. DCHA's policy decision to exercise its discretion to impose more burdensome requirements that perpetuate unfair and discriminatory effects and create additional barriers to housing security is simply punitive.	
47.	6203.4(d)	DCHA using its discretion to exercise an ability to prohibit households based on the fourth category, *(4) Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent)*, is extremely problematic due to the subjectivity and consequential nature of such a prohibition determination. DCHA program participants and applicants should not be subjected to prohibition due to potential frustrations with DCHA employees/agents. DCHA employees and agents also should not be empowered to weaponize their positions to wield such serious consequences for applicants.	See response to comment #44.
48.	6203.4(e)	DCHA has created an additional and unnecessary category outside of the four HUD categories in which PHAs are permitted to prohibit under 24 CFR 982.553. HUD clearly defines the four discretionary categories, and DCHA's category and definition of "criminal sexual conduct" is not one of them. Thus, it should be removed.	See response to comment #44.

	Section	Comment	Response
49.	6203.4(f)	This subsection should be removed. First, this proposed policy to use arrest records seems to be in violation of HUD rules that prohibit the use of arrest records as a basis for denial and in violation of DC's "ban the box" law, the *Fair Criminal Records Screening for Housing Act*. DCHA must revisit its policy and craft one that is not in violation of federal and DC law. Second, the assertion that arrest records would not be used as the sole basis for denial *or* as proof that the applicant engaged in disqualifying criminal activity defies logic. There is no other purpose for a desire to utilize arrest records *except for* the purpose of inferring some assumption of truth and proof of any criminal activity alleged within the arrest record. Any assertion by DCHA to the contrary is disingenuous and nonsensical.	DCHA appreciates and acknowledges your comment. As stated in this provision, DCHA will not use a "record or records of arrest" as the sole basis for the denial. When making a final determination of denial, DCHA will only use records of arrest in cases where there is additional evidence of criminal activity, including records of convictions or evictions for suspected drug-related or violent criminal activity.
50.	6203.5	DCHA should make this ground for denying admission permissive, rather than mandatory. Under 24 CFR 960.203(c), the PHA is responsible for screening family behavior and suitability for tenancy. The PHA *may consider* all relevant information, which may include, but is not limited to: (1) An applicant's past performance in meeting financial obligations, especially rent; (2) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants; and (3) A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants. 24 CFR 960.203(c). Overall, DCHA's proposed language is broader than prior regulations. While HUD authorizes PHAs to deny admission based on relevant information regarding a family's previous behavior and suitability for tenancy, HUD *does not require* prohibition. By saying here that DCHA *shall deny* families admission, DCHA is opting to be more restrictive and deny more people housing. DCHA should instead consider the unique circumstances of each family. Additionally, denials based on past performance to meet financial obligations are punitive and counter-productive to DCHA's mission and the needs of low-income DC residents. DCHA applicants need housing precisely because their income is so low that they may have struggled in the past to pay market rent.	See response to comment #44.

	Section	Comment	Response
51.	**6203.5(c)** and **(f)**	These subsections are either redundant or, if they are not completely overlapping, confusing because it is unclear how they are distinct. Moreover, we disagree that debts owed to another PHA or assisted housing program should disqualify someone from eligibility for public housing in DC. Additionally, further down, at (j), DCHA appears to require itself to consider mitigating factors (because the subsection reads, "DCHA may, on a case-by-case basis, decide not to deny admission). However, the cross-reference to "the factors discussed in § 6203.3" appears to be in error, as 6203.3 does not contain a list of mitigating factors but is rather a list of categorical exclusions.	DCHA has made the requested change.
52.	**6203.5(i)**	DCHA's proposed language to use its discretion to deny families that have allegedly "engaged in or threatened violent or abusive behavior toward DCHA personnel," is particularly problematic due to the inclusion of mere language indicating frustration and the subjectivity and consequential nature of such a prohibition determination. DCHA public housing applicants should not be subjected to prohibition due to potential frustrations with or of DCHA employees. This regulation is overly broad and undefined, leaving space for abuse or mistreatment from DCHA staff or contractors. Under DCHA's proposed language, a frustrated applicant that uses a simple curse word or questions the behavior of staff could have that action used as justification for denial if the DCHA employee chooses to categorize it as "abusive behavior." DCHA employees should not be empowered to weaponize their positions to wield such serious consequences for applicants. Also, this is counterproductive to efforts of DCHA staff and the testimony of DCHA leadership that the agency is working to improve customer service due to the years of applicant and residents' complaints concerning abusive behaviors by staff; the language of this proposed regulation will likely create an environment that is the antithetical to the written and oral promises that DCHA leadership have made.	DCHA appreciates and acknowledges your comment but will not further revise this provision. DCHA is committed to protecting the safety of our staff, especially those who are committed to serving our applicants and participants. DCHA will not tolerate abusive or violent behavior or threats and must work to prevent unsafe conditions for our staff.
53.	**6203.5(j)**	DCHA's proposed language indicates that it may choose not to deny assistance on a case-by-case basis, but its decision to opt for the "shall deny" qualifier as the default instead of "may deny," as HUD allows, casts doubt on that intention. HUD does not even require consideration of the factors, yet DCHA opts to consider the factors and require denial.	DCHA appreciates and acknowledges your comment but will not further revise this provision.

	Section	Comment	Response
54.	6203.5(k)	While exercising discretion to consider mitigating factors regarding a failure to meet financial obligations is a good use of DCHA's discretion, it further highlights how 6203.5(a) is inappropriate as a default factor for required denial by DCHA.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions of considering the existence of mitigating factors.
55.	6203.6	The HUD Report detailed DCHA's present failure to conduct criminal record screening or maintain criminal records in accordance with HUD regulations. DCHA incorrectly keeps criminal records in the tenant/applicant file. Criminal records should not be easily accessible or kept within a family's file. 24 CFR 5.905(c). DCHA must have clear provisions for the maintenance of sensitive personal information.	DCHA is obligated, and will continue, to comply with HUD requirements outlined in 24 CFR 5.903(g), including confidentially maintaining such records.
56.	6203.9	DCHA attempts to describe a procedure for verifying an applicant's family member's drug-use or non drug-use. The proposed language uses different definitions and terms for the denial based on "currently use" or "currently engaged." Consistent terms and definitions should be used throughout the regulations and especially throughout chapters.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise these provisions. While different terminology is appropriate in 6203.3.(b) and 6203.9, it is also important to note that the threshold for both terms is the previous three (3) months.
57.	6203.10	As previously mentioned throughout these comments, DCHA's considerations of "the family's history" should not be overly broad and open-ended as written. Criminal activity that is not otherwise excepted by HUD should only be limited to a 3-year "look-back," and past rental history should only include rental history during a DCHA administered subsidy or public housing unit. Otherwise, the regulation is punishing families for poverty and the symptoms of poverty.	See response to comment #44.
58.	6203.11	It is good that prior regulation language in 14 DCMR 6109.6, highlighting the mitigating circumstances that should be considered by DCHA when screening for suitability, is *now* incorporated into DCHA's newly proposed 6203. However, DCHA's proposed language fails to include the provision from the prior regulation of 14 DCMR 6109.8 that requires DCHA to exercise care and consideration in soliciting personal information concerning an applicant family, including the obligation to obtain appropriate authorization for the release of information and restrict the information's use. In evaluating suitability, DCHA proposes language that very broadly seeks to examine past performance in meeting financial obligations and overall habits and behaviors within the past three years. In evaluating the financial obligations, DCHA proposes	DCHA has revised this provision in response to your comments.

	Section	Comment	Response
		landlord references, including information about eviction filings, late payments, and utility disconnections; utility company references; credit history; pulling court and eviction action records; and personal references. In evaluating the habits and behaviors, DCHA proposes landlord references, including information on unit cleanliness, unit damage, and neighbor complaints; searches of police and court records for convictions and arrests; personal references; and home visits. DCHA's proposed language makes it clear that this comprehensive level of screening *shall* be performed for applicants. HUD authorizes PHAs to deny admission based on relevant information regarding a family's previous behavior and suitability for tenancy; however, HUD *does not require* prohibition. DCHA continues to exercise its discretion to be more restrictive and create more opportunities to deny housing. Requiring an evaluation of the aforementioned categories for applicant suitability within this proposed policy is overly intrusive, paternalistic, and appears to violate HUD and DC laws. Again, DCHA's claim that arrest records would not be used as the sole basis for denial *or* as proof that the applicant engaged in disqualifying criminal activity defies logic. There is no other reason to utilize arrest records *except as* proof of the truth of the criminal activity alleged in the arrest record. Any assertion to the contrary is disingenuous. The newly proposed policy within this section is in violation of HUD rules that prohibit the use of arrest records as a basis for denial and of DC's "ban the box" and tenant screening/eviction record sealing laws (*Fair Criminal Records Screening for Housing Act* and the *Eviction Record Sealing and Fairness in Renting Amendment Act*) that prohibit the use of arrest records and sealed eviction records in contemplation of any denial of housing. DCHA should revise this policy to lower barriers to accessing housing and to avoid conflicts with federal and local law.	
59.	6203.13	If DCHA is exercising its discretion to require prohibition and consideration through the use of "shall" in all sections of the new regulation, this section that details some of the mitigating facts and circumstances that DCHA "considers" before making a decision should also contain the "shall" qualifier. DCHA's language here should be changed to "shall consider" instead of "considers."	DCHA has made the requested change.

	Section	Comment	Response
60.	6203.14	This policy is punitive and paternalistic. The language to certify that a family member does not visit or to stay as a guest should be based on a case-by-case basis and "must" should be replaced with "may."	See response to comment #44.
Chapter 63: Applications, Waiting List, and Tenant Selection			
61.	Overall	This chapter must clarify whether DCHA intends to use a lottery or a time-and-date-based system to manage waiting lists and whether waiting lists will be continually open or will close when approximately 2 years worth of applicants are on the list.	DCHA wishes to clarify the policy on selection and placement to the waiting list. As discussed in this chapter, DCHA will transition from a single central waiting list to site-based waiting lists for each of DCHA's properties. As applicant demand and vacancies vary significantly by property, DCHA anticipates that the waiting lists for some properties will only need to be re-opened for a short period of time where other properties may need their waiting lists to remain open indefinitely in order to maintain a sufficient pool of applicants. As such, the policies outlined in this chapter provide DCHA with the flexibility to use a random selection method to select and place applicants when the waiting list is opened for a limited time and to use the date and time of application to place applicants on the waiting list when the waiting list will remain open indefinitely. Prior to re-opening a site-based waiting list, DCHA will: • Evaluate applicant demand and vacancy history to determine if the waiting list will be open for a limited period of time or indefinitely. • As described in 6302.10, publish notice describing when applications will be accepted and how applications will be ordered on the waiting list (i.e. by date and time of application or random selection method).
6301 THE APPLICATION PROCESS			

	Section	Comment	Response
62.	**6301.3**	The proposed regulation says DCHA shall require "only the information needed to determine the family's placement on the waiting list" but does not specify what that information is. Moreover, it specifies that "Applications must be filled out completely in order to be accepted by DCHA for processing" but does not include any obligation for DCHA to notify an applicant that their application is incomplete and, if so, to notify the applicant about what information is missing.	DCHA has revised this provision in response to your comments. Please see section 6302.1 for a list of the information that the applicant is required to provide on their application.
63.	**6301.3, 6301.4,** and **6301.5**	Rather than generically describing "steps" that DCHA will take to make the application process accessible, DCHA should simply make the default process accessible by automatically allowing applications to be requested and completed in-person by phone, by mail and by email, in addition to submission via online portal. Many families do not have reliable access to the internet, and mail is often unreliable. Widely accessible options should not have to be requested, and they should not be limited to people with a disability or to LEP individuals. In addition, when an application is delivered in-person, the family should get a time-stamped copy returned to them. Additionally, DCHA should clearly state that if the application is incomplete, the family will be notified which specific parts are incomplete and what the family needs to do to complete the application. If the family identifies a good reason why they cannot complete the application, DCHA should aid, where possible, to complete the application. Residents living on low-incomes face many bureaucratic barriers when dealing with government agencies and other organizations. DCHA should lower those barriers wherever possible.	DCHA is committed to making the application process accessible to any individual and family interested in submitting an application. As such, DCHA will provide the appropriate assistance for applicants who may experience barriers to completing and submitting their application, which may include allowing applicants to submit their application by phone and in-person support for applicants to complete their application. DCHA welcomes any support offered by advocates, non-profits, and agencies to assist applicants with the application process and will provide such organizations with training to do so. All applicants will receive written confirmation of application submission.
64.	**6301.5**	Please see our comments under Chapter 61. Also, DCHA should affirmatively accommodate disabilities before people make requests by taking steps such as providing materials in large print and Braille, having ASL interpreters available at application events and at DCHA buildings, or providing access to ASL interpreters via video conference. DCHA should consider how each policy and procedure related to waitlist application will affect people with mobility challenges and ensure that accommodations exist to ensure equal access.	DCHA will provide effective communication to applicants including, but not limited to, Braille, large print and ASL interpretation upon request from the applicant.

	Section	Comment	Response
65.	6301.6	Please see our comments to Chapter 61. Also, the regulations here should affirmatively say that DCHA will ensure that application materials are available in a variety of languages, including any language that 1,000 members of DC's low-income population speak regardless of whether 5% or 1,000 of DCHA's current customers speak that language, as any low income DC resident could potentially join the waiting list and are therefore "eligible to be served" under the Language Access Act of 2004.	DCHA will translate the online application consistent with DCHA's LAP and will provide oral translation services for LEP applicants who wish to submit an application by phone.
66.	6301.9	This regulation references a "pre-application" but does not explain what that is or what that means.	DCHA has revised this provision in response to your comments. Please note that a pre-application is a shorter application form used to gather only the information necessary to place the applicant on the waiting list. By using a pre-application, the application process is shorter and requires an applicant to complete fewer steps. When the applicant rises to the top of the waiting list, DCHA will require them to submit a full application, a longer form application used to gather the information necessary to determine eligibility.
67.	6301.10	Just as DCHA should allow applicants to request and submit applications in-person and by phone, mail, and email, DCHA should send confirmation of receipt to each applicant by the same means that the applicant submitted the application (i.e., in person receipt, mail, email, or phone confirmation), in addition to email (if the applicant has an email). Many low-income residents will not have reliable access to email or to electronic devices or will want a hard copy confirmation of their waitlist application submission. In addition, if an applicant's email account becomes inaccessible to them, it will create additional hurdles for the applicant to be able to continue to communicate with DCHA about their place on the waitlist.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning notification of receipt of an application.
68.	6301.11	These regulations must explain how DCHA will determine the "number of [anticipated] vacancies" for a site-based waiting list that is open for a finite period. It must also explain how DCHA will limit the number of applicants selected to the waiting list, under such a scenario. Further, DCHA must explain how it will notify anyone who submitted an application but is excluded from the waiting list that they are not on the waitlist. Finally, DCHA should specify how it will determine whether waiting lists will remain continuously open or will only open for a finite period.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise this policy to include the requested information related to procedures and internal processes for analyzing waiting list data and notifying applicants who were not selected to be added to the waiting list by the random selection method. DCHA will generally analyze applicant demand and vacancy history to determine if the site-based waiting list will be opened for a limited

	Section	Comment	Response
			period or if it must remain open continuously in order to maintain a sufficient pool of applicants. If the waiting list is opened for a limited period, DCHA will use a random selection method to select and place applicants on the waiting list and will generally notify all individuals and families that submitted an application whether they were selected and added to the waiting list.
69.	6301.12	This regulation should be changed to reflect that the bedroom size a family qualifies for may change during their time on the waiting list. This could be accomplished by adding the following sentence: "If a family notifies DCHA that their household size has changed, DCHA will transfer the family to the appropriate waiting list for their current unit size, keeping them in the same order that they would be in based on the time and date or lottery number of their application."	DCHA appreciates and acknowledges your comment but will not further revise this provision. In revising the policies in 6301 and 6302, DCHA seeks to avoid creating waiting lists which require applicants to wait over a decade before they reach the top. Rather, DCHA seeks to close waiting lists when there are enough applicants for two (2) years of anticipated vacancies. DCHA anticipates that this will reduce, but not eliminate, the need to report changes in family composition while on the waiting list. Further, the applicant will be placed on a waiting list for the property rather than the bedroom size.
6302	MANAGING THE WAITING LIST		
70.	6302.10	HUD recommends that marketing occur "for a significant period of time (e.g., 60 days) prior to the opening of a waiting list to ensure that there is enough time for the information to reach all potential applicants." Public Housing Occupancy (7465.1). DCHA should accept this recommendation and announce the reopening of the waiting list at least 45 days prior to the date applications will be accepted.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning marketing and outreach for the waiting list. DCHA will work with local news media, radio stations, and other outlets, non-profit and advocacy organizations to provide ample and sufficient notice of the waiting list re-opening. Please note that DCHA relies on the willingness and cooperation of non-profit and advocacy organizations to assist in our waiting list outreach and marketing.
71.	6302.10(b)	DCHA should specify that it will distribute notices to homeless shelters, domestic violence shelters, minority organizations, food banks, and legal services organizations as suggested in the HUD Guidebook. While the Guidebook does not specifically suggest medical clinics, DC has a number of clinics that specifically serve people on Medicaid or who are experiencing homelessness. DCHA should also specify that it will provide notices to medical clinics that serve low-income DC residents. Doing outreach in	Please see the response to comment #70.

	Section	Comment	Response
		nursing homes and partnering with other DC agencies such as the Department of Human Services and the Department of Aging and Community Living is also important and should be specified in the regulations.	
72.	6302.13 and 6302.14	It is concerning that DCHA has chosen to strike emergency regulations 6302.13 and 6302.14, which previously outlined DCHA's obligations to comply with fair housing requirements by analyzing the housing market to identify underserved populations, avoiding outreach efforts that prefer or exclude people who are members of a protected class, providing application forms to public and private agencies that serve low-income residents, and partnering with organizations that serve similar populations, including agencies that provide services for persons with disabilities, among other steps.	DCHA is obligated to, and will continue to comply with, civil rights related program requirements, including those described in the federal regulations at 24 CFR 903.2.
73.	6302.16	We appreciate that DCHA has eliminated the onerous 10-business day requirement for families on the waiting list to inform DCHA of a change in family size or composition or update their contact information. We still recommend that DCHA affirmatively reach out to families who are likely to reach the top of the waitlist in the next 12 months and remind those families to inform DCHA about any changes in family size or composition or contact information, consistent with the HUD Public Housing Occupancy Guide Waiting List Chapter at 2.4.1 ("PHAs with long waiting lists may find that it is not cost-effective to update the entire waiting list. Instead, these PHAs may decide to update only those applicants who are likely to reach the top of the waiting list within the next twelve (12) months."). This will ensure that families who have been on the waitlist the longest, possibly for over a decade, get a fair shot at obtaining housing.	Please see response to comment #69.
74.	6302.18	The Public Housing Occupancy Guidebook recommends prioritizing transfers for all emergencies (including those for physical hazards, VAWA, and other causes); reasonable accommodations; demolition, disposition, revitalization, and rehabilitation; and occupancy standards transfers over admissions from the waiting list. While it is helpful that the proposed final regulation includes more of these conditions under the definition of "emergency transfers" (see proposed regulation 7701.5), the definition leaves out transfers based on reasonable accommodation requests. DCHA should include reasonable accommodation transfers in the definition of "emergency transfers"	DCHA has revised this provision in response to your comment.

	Section	Comment	Response
		or should otherwise clearly indicate what level of priority reasonable accommodation transfer requests will be given relative to new admissions off the waitlist.	
75.	6302.21 and 6302.22	We appreciate that DCHA's proposed regulation requires DCHA to send an update request to a family on the waiting list by means including but not limited to mailing address and email. We recommend that the regulation further specify the other means DCHA may use, including phone call, text message, or contacting an approved third-party point of contact. If DCHA plans to remove people from the waiting list or simply wishes to update the list, DCHA should contact families through all means available before removing them from the waiting list. Further, many people on the waiting list are homeless and do not have a fixed address, have mental and physical disabilities, lack reliable internet access, and/or have literacy challenges. During the 12 or more years that people have been on the waiting list, they have received little communication from DCHA, so updating their contact information with DCHA was not a top priority. For these reasons, DCHA should partner with other government agencies such as the Department of Human Services and the Department of Aging and Community Living as well as social services agencies to get updated contact information. DCHA should provide forms to update contact information in public libraries, medical clinics, Family Success Centers, food pantries, homeless shelters, Virginia Williams, and other places frequented by people likely to be on the public housing waiting list. The regulations should affirmatively specify that update forms will be available in these locations. The HUD Public Housing Occupancy Guidebook specifically says at 2.4: "Prior to removing an applicant from a waiting list, PHAs are encouraged to contact an unresponsive applicant through all means available, which may include via mail, phone, email, and text message. If possible, PHAs should use a variety of means to contact a family from the waitlist, and give that family a reasonable period of time to respond with their interest so as to not inadvertently remove an applicant who remains interested but may have moved, changed their contact information, or otherwise are difficult to reach." DCHA should follow this HUD guidance.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning updating the waiting list(s). As noted in our response to #69, DCHA anticipates that policy changes related to closing and re-opening the waiting list will prevent applicants from waiting over a decade to reach the top of the waiting list. As such, DCHA anticipates that this will reduce, though not eliminate, changes in the applicant's contact information. With limited resources, DCHA's goal is to serve families who want and need housing as quickly as possible. Additional outreach to non-responsive applicants often significantly delays serving applicants who have responded. It is important to note that DCHA has revised its policy on reinstatement to the waiting list to broaden the circumstances in which an applicant could qualify for reinstatement after they were withdrawn. If an applicant was withdrawn for circumstances beyond the family's control, DCHA may reinstate them to the waiting list.

	Section	Comment	Response
76.	6302.23	DCHA should allow people to deliver their responses in person, not just by mail or email. DCHA should also accommodate LEPs, people with literacy challenges, and people with disabilities by specifying that DCHA will reduce the response to writing for the family or provide other accommodations as necessary.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise this provision. Please note that this provision does not limit how DCHA will accept responses.
77.	6302.24	First, DCHA should never remove people on the waiting list for lack of contact. Instead, DCHA should continue to implement procedures described in former 14 DCMR 6103.4 that allow people to be listed as inactive on the waiting list and then restored to their previous position. Nothing in the HUD report prohibits DCHA from keeping this policy. HUD simply requires DCHA to clearly state its policies for removing families from the waiting list and to "develop and maintain records of all actions taken on applicants to its Public Housing Program." (HUD Assessment, Corrective Actions PH 14c and PH 14d). Suddenly clearing people from the waiting list after more than 10 years because they do not respond to a letter or even to two attempts at outreach would be a gross injustice. Further, if DCHA is going to remove people from the waiting list, it should engage in a variety of outreach strategies as described above. Sending one or even two letters to people who have been on the waiting list for years and then removing them if they do not respond within 30 days is unreasonable. Further, if DCHA has reason to believe that the applicant is experiencing homelessness, the Agency should collaborate with DHS, homeless shelters, and other service agencies to get in contact with the applicant. If the applicant is known to be elderly, DCHA should collaborate with DACL.	Please see the response to comment #75.
78.	6302.25	This regulation should be deleted entirely. The mail system is not entirely reliable. DCHA should, as HUD suggests, reach out to families “through all means available” before removing them from the waiting list. The Agency should at the very least try phone, email, and text message before removing a family.	Please see the response to comment #75.
79.	6302.26	See the above comments. DCHA should try all available means to contact a family before removing the family from the waiting list.	Please see the response to comment #75.
80.	6302.28	We appreciate that DCHA has opted to strike emergency regulation 6302.27 to the extent it proposed eliminating the right to an informal hearing when removing a family	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning reinstatement to the

	Section	Comment	Response
		from the waitlist. DCHA should clarify that an informal hearing is available. There must be an established process for a family to seek reinstatement on the waiting list and for those requests to be evaluated. Using the informal hearing process would ensure that those decisions are fair and consistent, not arbitrary. Again, keeping the procedures described in 14 DCMR 6103.4 would be the best method, but if DCHA does not preserve the ability to make someone inactive and then restore them to the waiting list, then DCHA should at least make the informal hearing process available to those who are removed from the list for failure to respond. DCHA should also change this regulation to say: "DCHA may reinstate the family if the lack of response was due to good cause." DCHA should use a standard for good cause similar to what is currently in place in the voucher program for good cause hearings. There, a hearing officer is required to consider if a tenant had good cause to miss a deadline by 1) determining if they received proper notice, and 2) considering a non-exhaustive list of mitigating circumstances. Given the length of the DCHA waiting list, removing someone from the list is an action with extreme consequences. Tenants should be given the benefit of the doubt as much as possible, given that their removal from the list likely means 10 years or more before they have access to public housing again.	waiting list. An informal hearing will not be available to an applicant removed from the waiting list. Please note that policy concerning how a family may be reinstated to the waiting list is specified in 6302.28.
6303	TENANT SELECTION		
81.	6303.7	We recognize that the intent of this proposed regulation is to allow DCHA the maximum flexibility to accommodate elderly families entering or returning to redeveloped sites; however, as we previously explained in comments submitted to DCHA in June 2024, the proposed language is vague and fails to provide the guidance, transparency, and oversight to avoid confusion and uncertainty for applicants. We are also concerned that the language saying that DCHA may establish preferences for properties "including but not limited to" the Kenilworth 166 and The Asberry gives DCHA too much discretion and is overly broad without meaningful public oversight and input.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning waiting list preferences for these properties.
82.	Additional Comments		

	Section	Comment	Response
83.	**6303.33** and **6303.34**	For the reasons discussed above, DCHA should contact people on the waiting list through all available means, not just mail and/or email. Further, families who do not respond should be put on an inactive list, not removed from the waiting list completely. There must be a process for reinstating anyone who is removed from the waiting list for failure to respond.	Please see the response to comment #75.
84.	**6303.35**	For the reasons discussed above (see comment to 6302.25), 6303.35 should be deleted.	Please see the response to comment #75.
85.	**6303.36** and **6303.38(h)**	The regulations in this Chapter are unclear about the consequence of failing to respond to or being unable to attend an eligibility interview. It is troubling that proposed 6303.36 and 6303.38(h) state that "no informal hearing shall be offered," when Chapter 62 lays out a process and standard by which a family may seek reinstatement to the waiting list. This Chapter should adopt or cross-reference the standard in Chapter 62, clarify that an informal hearing is available for any actions that result in a family's removal from the waiting list, clarify that DCHA will consider reasonable accommodation requests and ensure full accessibility for eligibility interviews, and adopt a "good cause" standard for any failure to respond or attend, as described in our comments above.	In 6303.38(h), DCHA describes its policy on eligibility interview attendance, including that the applicant will only be removed if they fail to attend both the first and second (rescheduled) eligibility interview. If the applicant contacts DCHA ahead of the scheduled eligibility interview, DCHA will generally work with the applicant to attempt to find a time to reschedule the interview. If a family is withdrawn from the waiting list for failing to respond, they may request to be reinstated to the waiting list in accordance with 6302.28; the family will not be offered an informal hearing if they are withdrawn for failing to respond or participate in the eligibility interview.
86.	**6303.38(e)**	**6303.38(e)** should specify that DCHA will grant an extension if the family is unable to obtain the information or materials within the required time frame and requests an extension.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
87.	**6303.38(f)**	**6303.38(f)** was edited from the emergency rulemaking to shift the burden to the applicant to request the assistance of an "advocate, interpreter or other assistant" with the application and eligibility interview process. The final regulation should undo this edit and clarify that DCHA will both permit an advocate, interpreter or other assistant to assist the family and will reschedule an eligibility interview to allow an advocate, interpreter or other assistant to attend the eligibility interview with the family.	DCHA has made the requested change.
88.	**6303.38(h)**	There should also be a process that allows families to schedule appointments at times that fit their schedules instead of DCHA just assigning appointments.	Please see the response to comment #84.

	Section	Comment	Response
89.	6303.38(g)	This regulation should clarify that DCHA shall provide "translation and interpretation services" and reschedule eligibility interviews as necessary to accommodate the provision of such services.	DCHA has revised this provision in response to your comments.
90.	6303.43	DCHA should continue to provide applicants who are deemed ineligible with the right to have their application reviewed by an independent third party as described in 14 DCMR 6107.7(a) in addition to the right to have an informal hearing.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning determination of ineligibility by DCHA.
91.	Additional regulation:	DCHA should add a regulation so as to retain its former policy that "Applicants who were determined ineligible solely by reason of an unpaid debt may, at any time during their inactive status, provide evidence that the debt has been paid or otherwise resolved. These applicants may be returned to the waiting list with the same date and time of application as the date and time the applicant had when the applicant was placed on inactive status." 14 DCMR 6107.9. Even if DCHA does not maintain an "inactive waiting list," they should fashion a clear policy that says that applicants may resolve debts or show proof that the debt has been resolved and be reconsidered for admission as if they had not been removed from the waiting list in the first place.	Please see the response to comment #43.
	Additional regulation:	[We] urge you to consider implementing a Continuum of Care (CoC) preference for 50 percent of newly issued Housing Choice Voucher Program (HCVP) vouchers and public housing vacancies. (DC Fiscal Policy Institute) We support dedicating 50% of newly issued Housing Choice Vouchers and Public Housing vacancies to referrals from the CoC. (Everyone Home DC)	DCHA appreciates your comments but will not revise our policies on waiting list preferences and tenant selection. Through the Local Rent Supplement Program and federal Special Purpose Vouchers, DCHA serves families and individuals who are homeless or at-risk of homelessness, working closely with referral partners to ensure long-term stability. Specifically, DCHA currently serves homeless and at-risk populations through the following programs (as of Aug. 27, 2025): • **588** families through the Emergency Housing Voucher (EHV) program. (DCHA plans to transition all EHV families to the regular HCV program before EHV program funding ends.) • **1,016** veterans and their families through the Veterans Affairs Supportive Housing Program. • **366 families** through the Family Unification Program.

	Section	Comment	Response
			• **382 families** through Mainstream and Non-Elderly Disabled vouchers. In addition, DCHA provides a waiting list preference for homeless families and individuals through the Local Rent Supplement Program, and accepts applications referred by agencies and organizations that serve this population, including DHS and its partners. This includes families and individuals transitioning from the Permanent Supportive Housing (PSH) program. DCHA is committed to serving homeless and at-risk populations through these programs, as the partnerships and available supportive services provide stability to this population. DCHA's federal HCV and Public Housing programs seek to serve a broad population of eligible low-income families and individuals in need of affordable housing.
Chapter 64: Occupancy Standards and Unit Offers			
6401	**OCCUPANCY STANDARDS**		
92.	**6401.7** and **6401.8**	While DCHA's revisions address some of our prior comments, DCHA should consistently use the term "gender" instead of "sex." DCHA should edit 6401.8(a) to replace the term "opposite sex" with "different genders" and edit 6401.8(b) to replace the term "same sex" with "same gender."	DCHA has revised these provisions in response to your comments.
93.	**6401.14**	This regulation should clarify that requests must either be submitted in writing or that DCHA will assist a family in reducing a request to writing.	DCHA appreciates and acknowledges your comments, but will not further revise this provision.
6402	**UNIT OFFERS**		
94.	**6402.4**	This regulation is inconsistent with 6302.18, which states that "emergency transfers" as defined in 7701 are exempted from the 5-to-1 ratio for prioritizing new admissions from the waiting list to transfers. Because of this inconsistency, DCHA's true policy is unclear.	DCHA has revised this provision in response to your comments.
95.	**6402.6, 6402.9,**	We appreciate that DCHA has largely adopted our recommendation that applicants be allowed to refuse unit offers for good cause, and that the circumstances that may	DCHA appreciates and acknowledges your comments regarding unit offer refusals without good cause. DCHA is establishing site-based

	Section	Comment	Response
	6402.10 and 6402.13	constitute "good cause" are non-exclusive. However, the refusal of two unit offers, even without "good cause," should not automatically result in an applicant being removed from all waiting lists, especially under DCHA's proposed policy of allowing applicants to select up to 5 properties that they want to be considered for. Instead, this regulation should be amended to add, "If DCHA determines that an Applicant's refusal to accept a unit is without good cause, the Applicant must be given an opportunity to voluntarily ask to be removed from the waitlist for that site/property without impacting the Applicant's placement on other waitlists." Allowing a degree of choice and personal preference is important because people's circumstances and preferences may change, and the characters of certain sites or properties may change, during the course of the many years that an Applicant may remain on a waitlist. Applicants should have an ability to adjust their preferences somewhat in response to changing circumstances without foregoing completely their ability to receive housing.	waiting lists for Public Housing in order to offer applicants greater choice in where they are housed. DCHA will publish information about each property within the Public Housing portfolio, including location and amenities, in order for applicants to make an informed choice. DCHA anticipates that, by allowing the applicant to select the properties where they wish to be housed, the frequency and volume of unit offer refusals will be significantly reduced. Allowing applicants to remain on the waiting listings may delay DCHA in serving applicants who need and will accept housing at the property (or properties) they selected in their application.
96.	6402.7	This regulation should make clear that the timeline for accepting or refusing a unit offer does not begin until DCHA actually makes contact with the Applicant by telephone. Applicants should be given 10 days from the date that they were contacted by DCHA to view the unit. This is consistent with the current 14 DCMR 6111.8 and reflects the reality of people's busy and complicated lives, balancing work, childcare, eldercare, their own healthcare needs, transportation difficulties, and more. Applicants should then be given an additional 3 days after viewing the unit to accept or refuse the unit. Applicants who cannot be reached by telephone should be given 21 days to respond to a letter from DCHA and schedule a time to view the unit. Having 21 days to respond to a letter is important because mail does not reliably arrive in a timely manner, and it often takes a number of phone calls to reach the correct person, or any person, at DCHA. Applicants should not be penalized.	DCHA appreciates and acknowledges your comment, but will not revise this provision. Extending the timeframe in which a family may accept or refuse a unit will delay DCHA from housing applicants quickly. If a family is provided 10 days to respond to the unit offer, DCHA would be required to wait 10 days before offering the unit to another family on the waiting list, delaying their assistance.
97.	6402.9	A clause should be added to the end of this regulation to clarify its meaning: "Applicants may refuse to accept a unit offer for 'good cause' without *adversely affecting the Applicant's position on any public housing waiting list*."	DCHA has revised this provision in response to your comments.

	Section	Comment	Response
98.	6402.9	Good cause is too narrowly defined by the limited examples included in this regulation. Good cause has legal meaning, and this regulation suggests an unnecessarily heightened standard for what constitutes good cause. Instead, DCHA should use a standard more akin to what is currently in place in the voucher program for good cause hearings. There, a hearing officer is required to consider if a tenant had good cause to miss a deadline by 1) determining if they received proper notice, and 2) considering a non-exhaustive list of mitigating circumstances. People on the public housing waiting list are desperate for housing, but sometimes a particular unit is not suitable for their family for a variety of reasons. If the good cause standard is to be defined in the regulation, several changes should be made to this regulation. First, undue hardship related to the applicant's race, color, national origin, or other protected class may be a good reason to turn down the unit. It does not run afoul of fair housing law to take into consideration a protected trait when the applicant asserts that the protected trait is relevant to their request. HUD only prohibits turning down a unit based on a prospective neighbor or neighbors' race, color, national origin, or other protected class. For example, an applicant may have a religious reason for rejecting a unit, and that should be considered. However, an applicant may not turn down a unit because they do not want to live near someone of a particular national origin. This regulation should clarify that that is what it is referring to. In 6402.9(b), families should be able to self certify domestic violence, sexual assault, or stalking. It is often dangerous to seek a restraining order or other court order. Families should not have to put themselves in that kind of danger in order to secure housing away from an abuser or attacker. Further, there are real considerations related to crew or gang territories. If a family says that they cannot live in a particular location because it would put their children in danger from a particular "crew," that is good cause should be taken seriously for the safety of both the applicant family and the existing residents of the building or development. Finally, a unit not being compliant with the D.C. Housing Code and/or obvious repair needs should be added to the list of examples of good cause. DCHA has a history of offering units to applicants (and public housing residents wishing to transfer units) that are not code compliant, and applicants should not have to choose between waiting decades for public housing and living in unsafe	DCHA acknowledges and appreciates your comment, but will not further revise this provision. Please also note that DCHA will comply with all requirements of the Violence Against Women Act (VAWA), including accepting form HUD 5382 which allows an applicant to self-certify that they are a victim of domestic violence, dating violence, sexual assault, or stalking, as discussed in 8107.9.

	Section	Comment	Response
		conditions.	
99.	6402.10	This regulation should be edited slightly to clarify that, in the case of a unit refusal for good cause, "the applicant shall not be removed from any waiting list" and shall remain at the top of the waiting list until the family receives "the required number of unit offers specified by this Chapter."	DCHA has made the requested change.
Chapter 65: Income and Rent Determinations			
6501	ANNUAL INCOME		
100.	6502.5	This regulation and its subsections can be greatly improved by changing phrases such as "DCHA reviews and analyzes" to "DCHA will review and analyze" so that the regulation is not merely descriptive but proscriptive. For example, in subsection (c) where it says, "In such cases DCHA calculates annual income…," that phrase should be edited to say, "In such a case, DCHA will calculate annual income…." These edits ensure that the regulation articulates a clear policy (and therefore imposes a requirement on DCHA), as opposed to simply describing a general practice.	DCHA has made the requested change.
6502	DETERMINING ANNUAL INCOME		
101.	6502.13(c)	Notwithstanding the prospective elimination of the Earned Income Disallowance (EID) under HOTMA, for families still eligible for or currently receiving the EID, DCHA could, and should, use its MTW authority to choose to exclude more than 50 percent of income during this time. We suggest that DCHA continue to phase out 100 percent of income during the second year. This makes particular sense in high cost-of-living jurisdictions like DC, where families' other expenses- like daycare, food, transportation- are exorbitant. DCHA should make policy choices that allow low-income families to keep as much of their income as possible to allow them to plan for emergencies, save money, or afford basic necessities.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning the Earned Income Disallowance, which ceases as of 12/31/2025. Please note that families are not required to report increases in income between regular recertifications, which are completely once every two or three years. In effect, a family's rent share will not increase as a result of the increase in income until their next regular recertification.
102.	6502.25	The words "and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments" should be removed from this regulation. 24 CFR 5.609(b)(6) specifies that only TANF income counts towards annual income, not "any payments…based on need." This is an important distinction because, for example, the way DCHA has worded this rule, SNAP	DCHA has revised this provision in response to your comments.

	Section	Comment	Response
		benefits could be counted as income, even though that money can only legally be used to pay for food and it is excluded income under HOTMA. *See* PIH Notice 2023-27.	
6506	CALCULATING RENT		
103.	6506.30	While it is good that DCHA may grant requests for relief from charges in excess of the utility allowance on "reasonable grounds," the factors DCHA will consider and the process that DCHA will follow to consider and render a decision on such a request are not clear. This policy should be further fleshed out so that DCHA, residents, and property managers all understand what is required by whom and how DCHA will make a decision.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning relief from excess utility allowance charges.
104.	6506.31	DCHA should adopt and affirmatively state in these regulations that if a public housing Lessee in privately managed mixed finance property is responsible for directly paying the utility bill and overdue payment places them at risk of having their utilities disconnected, DCHA will pay the overdue utility bill and/or have the utility service switched into DCHA's name to avoid having the utilities disconnected. As HUD notes in their Guidelines, "[t]his is a helpful tool for PHAs to protect the integrity of the unit (e.g. to prevent the pipes in the unit from freezing) [and] to protect the health and safety of residents." (Public Housing Occupancy Guidelines, Utilities, p. 5).	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions in this section concerning payment of utilities.
105.	6506.33	This regulation should be edited to indicate that information on reasonable accommodation and individual relief for charges in excess of the utility allowance will be provided to all residents with tenant-paid utilities at move-in and with any notice of proposed allowances, schedule surcharges, or revisions. This regulation should clarify whether DCHA will provide this information or whether the property manager of the privately-managed or mixed-finance property will provide this information.	DCHA has revised this provision in response to your comments.
106.	6506.36	This regulation must be clarified to say "if the excessive consumption…is beyond the family's control…, *DCHA will grant the family relief from charges in excess of the utility allowance.* The ~~individual~~ relief to the *family* ceases when the situation is remedied."	DCHA has revised this provision in response to your comments.
Chapter 66: Verification			
6601 GENERAL VERIFICATION REQUIREMENTS			

	Section	Comment	Response
107.	6601.4	HUD has updated 24 CFR § 5.232(c) to allow applicants or participants to revoke consent with respect to PHA access to financial records from financial institutions, and states that such revocation does not result in denial or termination of benefits unless the PHA establishes a policy. DCHA should allow families the ability to revoke this consent without automatic denial of admission or termination of assistance.	Please see the response to comment #42.
108.	6601.8	The regulations should make clear that HUD requires DCHA to use the most reliable form of verification available and document reasons when it uses a lesser form. The new language is not as concrete and seems to allow DCHA discretion to not follow the hierarchy of forms of verification. DCHA should not require any third party verification of income from residents/tenants unless the HUD EIV system or a non HUD UIV system returned no result.	DCHA has revised this provision in response to your comments.
109.	6601.10	The regulation should strike the phrase “be damaged” because it is likely to present an unnecessary hurdle to residents/applicants. A document that may be damaged but otherwise legible should be accepted. Forcing applicants and residents to produce documents without damage ignores the reality that many residents and applicants may lack ways to properly store or maintain important documents.	DCHA has revised this provision in response to your comments. Please note that DCHA will not accept damaged documents to the extent that the damage obscures or omits necessary information in the document. Please consider the following two examples: DCHA generally will accept an original verification document, such as a Social Security card, that may be worn around the edges from age, but where the necessary information (i.e. full name and Social Security number) are still clear and legible. However, DCHA generally will not accept a paystub that may be ripped, torn or water-damaged if that damage renders necessary income and employment information illegible.
110.	6601.15	The regulations should make clear that, if a family disputes the accuracy of UIV data, “no adverse action can be taken until DCHA has independently verified the UIV information and the family has been granted the opportunity to contest any findings through DCHA’s informal review/hearing processes.” If a family challenges UIV information, it is improper and inequitable to take the adverse action before allowing for review and investigation. The previous regulation provided for that.	DCHA has revised this provision in response to your comments.
111.	6601.16	DCHA should not require families that agree with the information generated in EIV reports to provide additional income verification. EIV is the top of the HUD verification	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning verification

	Section	Comment	Response
		hierarchy, so it is unnecessary to ask families to provide additional verification if they agree with EIV information, and it reflects their current income. Families should only be required to provide additional verification if their circumstances have changed in the past 3 to 6 months or they dispute the EIV information. This regulation should be updated to reflect that families will not be required to report or verify income if they agree with the EIV report.	requirements. Please note that income and employment information available in EIV can be delayed and may not reflect recent changes in employment and income. Additionally, there are some types of income for which DCHA does not currently have authority to use EIV as verification, and so third-party verification from the family may still be necessary.
112.	**6601.27**	HUD requires a minimum of 2 current and consecutive pay stubs for determining annual income. DCHA's policies are now silent on how many pay stubs DCHA will require. The regulation should be explicit that DCHA will ask for 2 paystubs and then has discretion to ask for more if necessary because of sporadic income, etc.	Please note that information concerning the number of pay stubs required by DCHA may now be found in section 6603.3.
113.	**6601.38, 6601.40, 6601.41**	New HUD regulation 24 CFR § 5.618 (b)(2) allows self-certification of net assets if estimated to be at or below $50,000. DCHA states that "Upon HUD approval, DCHA will implement an MTW policy permitting DCHA to accept the family's self-certification…" It is not clear why HUD approval is needed for something explicitly permitted in the regulations.	Please note that housing authorities nationwide have not, as of the date of this publication, been given authority to implement the provisions under 24 CFR 5.618(b)(1) or (2). Instead, sections 6601.38, 6601.40, and 6601.41 have been updated with language consistent with an anticipated change to DCHA's MTW activity related to verification and calculation of income from assets.
6602	**VERIFYING FAMILY INFORMATION**		
114.	**6602.10, 6602.15, 6602.29**	These regulations have added language stating that specific facts will only be verified once "unless DCHA has reason to believe the information provided is inaccurate." No specificity is provided for what constitutes reason to believe information is inaccurate. Adding this language undermines the protection from administrative burden that families receive by only having to provide documents once. If DCHA has valid reason to believe the information provided is inaccurate, DCHA has other means of verifying information such as through federal or local databases.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning verification of certain non-income factors that typically do not change, such as dates of birth, Social Security numbers, and/or citizenship status. However, DCHA acknowledges in this policy that it may at times receive documentation that conflicts and may require resolution. For example, if DCHA receives documents during regular recertification reflecting a different birth date than the verification provided at admission, DCHA must request that the family provide additional documentation to help DCHA determine which information provided is correct.
115.	**6602.28**	**6602.28** should specify "Federal housing assistance is not available…" Since DCHA administers several local assistance programs that are available to immigrants, this	DCHA has made the requested change.

	Section	Comment	Response
		clarification is necessary.	
116.	6602.31	This regulation should specify what is required for whom, not just say that requirements vary.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning verification of eligible non-citizen status. Unfortunately, HUD does not currently provide a comprehensive list of acceptable verification documents for this purpose, and requirements by the U.S. Citizenship and Immigration Services (USCIS) may change. Please note that verification requirements for eligible non-citizens under the age of 62 are more stringent than for those age 62 and older, as noted in section 6602.32.
117.	6602.33	This regulation has added a requirement that eligible immigrants under the age of 62 must provide verification of their status, in addition to DCHA verifying their status with USCIS. If DCHA must verify the status regardless, it is unnecessary for the family to also provide verification.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning verification of eligible non-citizen status. Family-provided verification is required under 24 CFR 5.510 and is also necessary so that USCIS verification can be checked, as required under 24 CFR 5.512.
6603	VERIFYING INCOME AND ASSETS		
118.	6603.3	This regulation cites a definition in § 6601.24 that does not exist. The regulations in § 6601 do not define the amount of pay stubs required (see above comment for § 6601.27).	DCHA has revised this provision in response to your comments.
119.	6603.4(c)	If a self-employed person is already submitting complete financial statements, those financial statements should be considered presumptively valid. It is bureaucratically burdensome and inefficient for DCHA to request additional supporting documents for such financial statements at any reexamination.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions permitting DCHA to request additional documentation.
120.	6603.22	Families making zero income should be treated no differently than families that have income. Reexaminations are administratively burdensome for PHAs and participants. Allowing for reexaminations at DCHA's discretion every 6 months is impracticable and inefficient. Moreover, it adds to the bureaucratic burden that low-income families already face when dealing with various government agencies. There is no reason to believe conducting an interim reexamination every 6 months or requiring them to report	DCHA appreciates and acknowledges your comment, but will not further revise this provision.

	Section	Comment	Response
		income increases in between biennial/triennial recertification would be beneficial or make them more likely to increase their income – in fact, it may have the opposite effect given the amount of time completing recertifications takes. DCHA should instead require families making zero income to report any employment, or receipt of benefits within 30 days of receipt and conduct a reexamination at that time.	
Chapter 67: Leasing and Inspections			
6701	LEASING		
121.	6701.4(m)	There is no DCHA Tenant Bill of Rights, only a "Public Housing Bill of Rights" and/or the D.C. Tenant Bill of Rights published by the D.C. Office of the Tenant Advocate. This regulation must be clarified to refer to the appropriate document.	DCHA has made the requested change.
122.	6701.6, 6701.14(a)	The Rent Change letter should only serve as a supplement to the lease if the tenant does not dispute the calculation. If a tenant requests a rent review or informal hearing, the regulation should be clear that the Rent Change letter is not a supplement to the lease until the administrative process has been finalized.	DCHA understands and appreciates your comment but will not further revise this provision.
123.	6701.14(g)	A security deposit should only be paid once under DC law and cannot be unilaterally changed to increase a tenant's obligation during their tenancy. Transfer tenants should not be required to pay additional security deposit amounts.	As noted in 7703.11, DCHA will transfer the security deposit when the family transfers to a new unit.
124.	6701.15, 6701.16	These regulations seem overly broad because tenants are generally not legally obligated to accept lease addenda that substantially alter their obligations under the lease unless they expressly agree to it. For example, if a tenant moves into a unit that has utilities included, a landlord could not simply issue a lease addendum to make the tenant responsible for the payment of utilities. Therefore, DCHA cannot lawfully unilaterally change a Lessee's obligations without a formal modification with express assent. DCHA should narrow the regulations to state that a Lessee only has to accept modifications required by DC and federal law.	It is important to note that DCHA cannot substantially alter obligations and certain information within the lease without requiring the tenant to sign a new lease. For example, if a tenant transfers to new unit, the tenant will be required to sign a new lease for the unit.
125.	6701.18	This regulation should provide that if a Lessee disputes the legality of any added provisions to the lease, DCHA shall take no adverse action against the Lessee until the administrative process has been finalized.	DCHA understands and appreciates your comment, but will not further revise this provision. As noted in 6701.15, DCHA will provide tenants with at least 30 days' notice and an opportunity to comment on

	Section	Comment	Response
			proposed changes to the lease, which DCHA is required to consider before formally adopting the lease.
126.	6701.19	The regulations no longer explicitly state that residents and resident organizations must be provided at least thirty days' written notice of modification or revision of schedules of special charges and rules and regulations and the opportunity to present written comments. It also no longer states that comments must be taken into consideration before any proposed modifications or revisions become effective. The regulations should be clear that residents and resident organizations will receive this notice at least 30 days in advance of any change, will have the right to comment on proposed changes, and DCHA will take these comments into consideration.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
127.	6701.20, 6701.21	DCHA should broaden the regulations to provide DCHA the ability to waive security deposits for applicants who can demonstrate that they have no income or for whom paying a security deposit would result in undue financial hardship.	DCHA acknowledges and appreciates your comments, but will not further revise this provision.
128.	6701.23	This regulations falls short of DC laws which require that if a landlord uses any portion of a security deposit to cover any appropriate charges such as unpaid rent or costs of repairs for damage that exceeds wear and tear, the landlord shall provide the tenant with an itemized document showing the deductions and the reason(s). Thus, the regulation should be amended to say that DCHA will provide an itemized document to a former tenant showing any deductions made from the security deposit and the reason. The regulation should also provide that a tenant can use the administrative process to challenge any use of their security deposit they believe is improper.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
129.	6701.24	DCHA should pay interest to tenants on security deposits. While 14 DCMR § 308.8 does not require federally-subsidized housing properties to pay interest on security deposits, almost all federally-subsidized landlords in D.C. do pay interest on security deposits. Further, 24 CFR 966.4(b)(5) requires that interest earned on security deposits either be refunded to tenants or used for tenant services or activities. For these reasons, DCHA should change 6701.24(c) to say that, notwithstanding 14 DCMR § 308.8, DCHA will pay interest on security deposits as otherwise described in 14 DCMR § 308.	DCHA acknowledges and appreciates your comments, but will not further revise this provision.

	Section	Comment	Response
130.	6701.27	If the Lessee transfers to a new unit and is sued based on any consent judgment agreement, settlement agreement, pending cause of action, notice to vacate, notice to cure or vacate or notice of past due rent, or repayment agreement that relates to the old unit, then the rules should be amended to reflect that the Lessee may challenge any amounts owed or conduct alleged based on the conditions or situations concerning the prior unit.	DCHA acknowledges and appreciates your comments, but will not further revise this provision.
131.	6701.30	This regulation should be amended to be consistent with language used elsewhere in this section. The Notice of Rent Adjustment is used here while a Rent Change letter is used in 6701.6. If there is a substantial difference between the two or they are used interchangeably, that should be made clear.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
132.	6701.31	24 CFR 966.4(b)(4) says that late charges "shall not be due and collectible until two weeks after the PHA gives written notice of the charges. Such notice constitutes a notice of adverse action, and must meet the requirements governing a notice of adverse action (see § 966.4(e)(8))." This regulation or 6701.32 should specify that tenants have at least two weeks to pay late charges. In addition, this is a significant increase in late charges. The maximum late charge should be the lesser of 5% of the monthly rent or $10, as this is a much more reasonable amount for public housing families on limited income. Increasing a monthly late fee to up to $50 puts an undue financial burden on residents who may already be struggling to pay their rent in light of other bills and rising costs.	Please note that DCHA has not revised its policy on the amount of late charges; this is current policy which is in effect today.
133.	6701.33	The "shall" in this regulation should be changed to a "may." Neither federal nor local regulations require DCHA to send a notice of intent to file a claim when a tenant is only a few days behind on rent payments. Indeed, D.C. Code § 42–3505.01(a-1) prohibits evictions when the amount owed is less than $600. Given the variety of circumstances of public housing residents and the large number of tenants whose monthly rent is less than $600, mandating that an intent to file a claim be sent whenever someone does not pay rent by the 10th of the month does not make sense.	DCHA acknowledges and appreciates your comments, but will not further revise this provision.
134.	6701.36	Where DCHA intends to charge the tenant for maintenance and repair "beyond normal wear and tear," DCHA should reference how it defines the term. We are concerned that this regulation could be used to charge tenants for repairs that are DCHA's	DCHA appreciates and acknowledges your comment, but will not further revise this provision.

	Section	Comment	Response
		obligation to make. It is common knowledge that the majority of DCHA's housing stock is in deplorable condition. Tenants should not be expected to pay for maintenance that is a result of years of DCHA's deferred maintenance, if DCHA can use a standard as vague and undefined as "normal wear and tear." Additionally, the regulation should provide that a resident may challenge DCHA's assessment using all processes available under DC or federal law and DCHA shall not take any adverse action until the resident's challenge has concluded.	
135.	6701.38	Federal regulations state that PHAs cannot charge tenants for maintenance and repair beyond normal wear and tear until at least two weeks after the PHA gives written notice of the charges. The regulations also do not prevent PHAs from setting a longer time. See 24 CFR § 966.4(b)(4). For example, the Housing Authority of Baltimore City's ACOP states that such charges are not due and collectible until **thirty calendar days** after written notice (Housing Authority of Baltimore City, Public Housing Admissions and Continued Occupancy Policies, 2023, p. 11-6). Any additional costs in a month can be difficult for a household with a low income to absorb. Providing thirty calendar days before maintenance and repair charges become due would give residents more time to budget for the cost and allow residents who are paid every two weeks to receive two paychecks and be more likely to pay the charges on time.	DCHA acknowledges and appreciates your comments, but will not further revise this provision. Please note that the tenant will only be required to pay for the costs to repair damage beyond normal wear and tear if those costs exceed the amount of their security deposit. DCHA will first deduct these costs from the security deposit and any excess not covered by the security deposit is charged to the tenant.
136.	6701.40	Nonpayment of maintenance and damage charges should not be grounds for eviction. This is essentially eviction for non-payment of a debt. DCHA should use other means to collect debt, not making people homeless. Additionally, in these regulations, DCHA should specify that pursuant to federal regulations, it will not take action against a tenant for nonpayment of maintenance and damage charges until the time for the tenant to request a grievance hearing has expired and if a tenant requests a grievance hearing, DCHA will not take action for nonpayment of the charges until the conclusion of the grievance process. See 24 CFR § 966.4(e)(8)(ii)(B). Requiring charges to be paid within 14 business days is a significant burden for tenants with limited income. DCHA should provide more time before charges become due. See above comment for § 6701.38.	DCHA acknowledges and appreciates your comments, but will not further revise this provision.

	Section	Comment	Response
		In addition, a blanket statement that nonpayment of maintenance and damage charges is a "serious" lease violation is overly general and overly punitive. Whether such a situation is a serious violation of the lease requires case-by-case consideration and analysis.	
137.	**6701.41**	DCHA should also specify that it shall comply with the requirements of the DC Property Maintenance Code as it relates to heating (12G DCMR 602) and to air conditioning (12G DCMR 608.1), and any other applicable local or federal cooling standards regarding safe internal temperatures in rental units (e.g., NSPIRE standards).	DCHA has made the requested change.
6702	**INSPECTIONS**		
138.	**6702.4** and **6702.5**	As stated in the comment above regarding regulation 6701.36, in any subsection that references maintenance and damage beyond normal wear and tear, DCHA should reference how it defines the term "normal wear and tear."	Please see the response to comment #133.
139.	**6702.9**	This regulation should also provide that DCHA shall maintain inspection reports in residents' files until a resident either vacates the unit willingly or via the eviction process.	DCHA appreciates and acknowledges your comment, but will not further revise this provision. DCHA will keep record of the results of such inspections for three (3) years regardless of whether the resident vacates. As such, the inspection results are not maintained in a resident's file.
140.	**6702.11**	Previous regulations do not allow for DCHA staff to enter a unit to do a housekeeping inspection, to check on the unit condition outside of regular inspections, or to check for a suspected lease violation. These are unreasonable invasions into people's privacy and interfere with a family's quiet enjoyment of their home. Therefore, subsections (a), (b), and (c) should not be added.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning access for inspections. DCHA is obligated to ensure that its public housing units are safe and habitable, both for the family whose unit is inspected and all families in the building or immediately adjacent to the family whose unit is inspected.
141.	**6702.23**	DCHA should also include in these regulations that as part of its obligation to maintain dwelling units and buildings in decent, safe, and sanitary condition, DCHA shall: a. "[I]ncorporate ongoing lead-based paint maintenance and reevaluation activities into regular building operations in accordance with 24 CFR § 35.1355." (24 CFR § 35.1120(c)); and b. Incorporate ongoing inspection for and maintenance to remediate indoor mold	DCHA appreciates and acknowledges your comment, but will not further revise this provision.

	Section	Comment	Response
		hazards in accordance with D.C. Code § 8-241.04.	
142.	6702.26	Previous DCHA inspections and the recent HUD inspection have found that **many** public housing units in DC are not in decent, safe, and sanitary condition as required by 24 CFR § 966.4(e). (HUD Report, Finding PH 31). Given how widespread serious conditions problems are across DCHA housing, it is possible that offered alternative accommodations will also contain health and safety hazards of reasonable concern to tenants. Tenants should not be punished with lack of abatement for rejecting an alternative accommodation offer with good cause. Therefore, we recommend clarifying that provision to state "or if the resident rejects the alternative accommodations without good cause."	DCHA wishes to clarify the stated policy. This provision specifies DCHA's policy for those circumstances where a **household member or guest is responsible for the damage** to the unit. In such cases, DCHA will not abate the rent if DCHA cannot repair the tenant's damage within a reasonable amount of time.
143.	6702.30, 6702.31	These regulations are repetitive to provisions in 6701 and only provide a very general, self-referential citation to Chapter 67 rather than citing to the specific provisions referenced. As mentioned previously, in any subsection that references maintenance and damage beyond normal wear and tear, DCHA should reference how it defines the term "normal wear and tear."	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
144.	6702.32	Adding this provision as a regulation is unnecessary when these obligations are already included in the model lease.	DCHA appreciates and acknowledges your comment, but will not revise this provision.
145.	6702.33	The addition of "clutter that in DCHA's sole discretion affects or may affect the health and safety of the dwelling unit or on the premises" is overbroad and provides excessive discretion to DCHA and is likely to lead to arbitrariness. If clutter is truly significant to rise to the level of a lease violation, the tenant requirements in the model lease and under D.C.'s housing code should be sufficient for enforcement.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning clutter. DCHA is responsible for ensuring the quality of life for all families residing in our properties. Clutter in a unit may result in health and safety issues that impact both the family residing in the unit (i.e., clutter blocking an egress) and other families (i.e., clutter that presents a fire hazard). DCHA is obligated to ensure that its public housing units are safe and habitable, both for the family whose unit is inspected and the families in the building or immediately adjacent to the family whose unit is inspected.
146.	6702.41	The regulation should be clear that family obligation to allow access to the unit to make repairs is subject to proper notice under 6702.13-19.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.

	Section	Comment	Response
6703	SMOKING POLICY		
147.	6703.1 - 6703.8	These regulations should more clearly state that the smoke-free policy applies within DCHA's administrative offices and applies to all DCHA staff, personnel, and contractors (not just employees). The regulations should also provide for clear no smoking signage to be placed in public housing apartment buildings and the common areas of townhome properties.	DCHA appreciates and acknowledges your comment, but will not revise this provision.
Chapter 68: Reexaminations			
6801	ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME BASED RENTS		
148.	6801.15	Families transferring to a new unit should not need a new reexamination. Prior DCHA regulations did not require a reexamination when a family transferred units. Most transfers happen because of an emergency or because of a redevelopment. Unless families are moving because of a change in family composition, there is no reason to require them to gather documents and go through recertification while also moving.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning recertifications when a family transfers to a new unit. Generally, when a family moves to a new unit, their recertification date is adjusted to align with the lease anniversary date.
149.	6801.17	For years, DCHA did not have a requirement that families participate in in-person reexamination interviews. Former 14 DCMR 6118.1(a), gave families 30 days to return a recertification packet with documentation. The newly-proposed 6802.12 says that families paying flat rents are generally not required to attend an interview for an annual update. The agency should not impose this new requirement on families. DCHA says that it is trying to support families in being economically independent, but this requirement means that an adult family member has to attend an appointment during the work day (the only time that on-site property management offices are open), causing them to miss work and often miss out on pay. Imposing this requirement makes particularly little sense post-public health emergency, when both agency staff and program participants have learned to perform a variety of functions without in-person contact. This requirement also places an additional, unnecessary burden on DCHA staff. Finally, implementing the hardship exemption will further burden DCHA's already overburdened ADA/504 office. If an in-person interview is not necessary for people paying flat rents, it should not be necessary for those paying income-based rents. For all of these reasons, the requirement for an in-person interview should be	DCHA appreciates and acknowledges your comment, but will not further revise this provision. It is important to note that the recertification interview takes place at the family's property management office. DCHA will work with the family to reschedule the interview at a time that is mutually convenient if the family informs DCHA that they cannot meet at the scheduled time. Further, in the event that the family does not inform DCHA but fails to attend the recertification interview, DCHA will automatically reschedule the interview.

	Section	Comment	Response
		eliminated. If the requirement is implemented, there should be additional categories of exceptions for other kinds of hardships such as losing income, inability to miss work, inability to find childcare, temporary illness (like the flu), etc.	
150.	6801.18	If DCHA is going to have in-person interviews, it should specify that notifications of the date of the interview will be sent at least 30 days in advance. Given the postal system, the need to take off from work and/or arrange childcare, combined with the need to collect all necessary documents, 30 days is a reasonable time period. DCHA should also seriously consider delivering these notices to tenants' doors since they all live on public housing properties.	DCHA appreciates and acknowledges your comment, but will not further revise this provision. As noted above and described in 6801.19 and 6801.20, DCHA will work to reschedule the appointment with the family if they inform DCHA that they cannot meet at the scheduled time, including if the family does not have sufficient time to make arrangements to attend. Families that fail to appear at their first scheduled reexamination interview will automatically be rescheduled.
151.	6801.29, 6801.30	Both of these regulations should be eliminated. HUD neither requires nor recommends annual criminal background checks for public housing residents. HUD's June 10, 2022 Memorandum on the Implementations on the Office of General Counsel's Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions includes this guidance: "Housing Providers should evict for criminal activity only as a last resort (which includes conducting an individualized assessment to determine if eviction is necessary)." 24 CFR 5.903 has significant limits on disclosing criminal conviction records even within a PHA. Given that the HUD report also found that "DCHA is not safeguarding personally identifiable information" and that PH 15 says that DCHA is improperly maintaining criminal records in tenant files, it is even more important that DCHA limit its requests for criminal background information to those required by HUD regulations or a reasonable suspicion that someone has engaged in criminal activity affecting a public housing property. Checking the lifetime sex offender registration as described in 6801.31 and 6801.32 is sufficient.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning criminal background checks. Both HUD and the DC Attorney General have urged DCHA to address criminal activity at Public Housing developments. As written, this policy supports our efforts to prevent crime in Public Housing by continuing to require that all adults sign a consent form for a criminal background check at each regular recertification. Please note that the policy allows, but does not require, DCHA to conduct criminal background checks during regular recertification. DCHA will confidentially secure the results of any criminal background check separate from the family's tenant file.
152.	6801.29	6801.29 is particularly problematic, and the changes make it worse. Both DC and federal law have limits on how criminal records can be used in the housing context. DCHA giving itself blanket authority to use these records however it wants carries the risk that agency staff knowingly or unwittingly engage in discriminatory or other unlawful behavior when using these records.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to lease enforcement due to criminal activity. As previously noted, any criminal background check will be confidentially secured and filed separately from the family's tenant file.

	Section	Comment	Response
6802	REEXAMINATIONS FOR FAMILIES PAYING FLAT RENT		
153.	6802.13	DCHA should strive to notify residents in more than one way to ensure receipt. This regulation should specify that notification will be sent by mail and email. DCHA should seriously consider hand-delivery or posting notifications to residents, too, since they live on public housing properties managed by DCHA.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning annual update notices.
154.	6802.14	Families should be given 30 calendar days, not 10 business days, to submit documentation to DCHA. Former regulation 14 DCMR 6118.1(a) gave families 30 days to return a recertification packet with documentation. Given that mail sometimes takes as long as 5 business days to arrive, limiting families to 10 business days gives them less than a week to gather their documents and send them back to DCHA. For families mailing the required documentation, the documentation could arrive late even if they put it in the mail the day after they receive the notice. A large number of documents are required for recertification, often requiring trips to the bank or asking payroll departments for paystubs. Families with children and/or jobs need time to complete all of these tasks. Giving families 30 days has worked successfully for years. Families should not be given less time to submit reexamination documents.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning the timeframe for returning documents to DCHA as part of their annual updates. For the annual update, the family generally is only required to provide an update of family composition and documentation of their compliance with the community service requirement.
155.	6802.15	DCHA should also call families to let them know what is missing. Many public housing residents have difficulty reading and understanding notices or do not know what documents can be used to fulfill a missing requirement. Many issues with reexamination documents could be avoided with a phone call.	DCHA appreciates and acknowledges your comment but will not further revise this provision. It is important to note that DCHA will generally follow-up with the family by phone or email after sending a notice of missing information.
156.	6802.18, 6802.19	Both of these regulations should be eliminated. HUD neither requires nor recommends annual criminal background checks for public housing residents. HUD's June 10, 2022 Memorandum on the Implementations on the Office of General Counsel's Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions includes this guidance: "Housing Providers should evict for criminal activity only as a last resort (which includes conducting an individualized assessment to determine if eviction is necessary). 24 CFR 5.903 has significant limits on disclosing criminal conviction records even within a PHA. Given that the HUD report also found that "DCHA is not safeguarding personally identifiable information" and that PH 15 says that DCHA is improperly maintaining	Please see the response to comment #150.

	Section	Comment	Response
		criminal records in tenant files, it is even more important that DCHA limit its requests for criminal background information to those required by HUD regulations or a reasonable suspicion that someone has engaged in criminal activity affecting a public housing property. Checking the lifetime sex offender registration is sufficient.	
6803	INTERIM REEXAMINATIONS		
157.	6803.13	The proposed change in this regulation from 30 days to within a timely period makes it worse. In a document that shortens tenant deadlines in almost every situation, DCHA should not give itself more flexibility to perform its tasks more slowly. This is particularly true in the case where a household member is being added. DCHA's decision may impact spouses and step-children being able to move into a unit or, even worse, the ability of a family to take in a foster child or foster adult who is likely to be in urgent need of a place to live.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning approval of new household members. DCHA will work to promptly approve or deny a request to add a household member. However, DCHA must following the screening policies outlined in Chapter 62 to determine a new member's eligibility, including requesting and reviewing the required verification.
158.	6803.15	This regulation should be deleted. It conflicts with 6803.17 and 6803.18, which provide concrete guidance on when DCHA can conduct interim recertification. On the contrary, this phrasing gives DCHA unlimited discretion to demand that tenants recertify any time for any reason. This is an unreasonable standard and is a significant departure from DCHA's years-old policy of limiting the number of recertifications that are required to minimize the administrative burden for both the agency and the tenants.	DCHA has revised this provision in response to your comments.
159.	6803.17(b)	Families making zero income should be treated no differently than families that have income. Reexaminations are administratively burdensome for PHAs and participants. Requiring one every 6 months is impracticable and inefficient. Moreover, it adds to the bureaucratic burden that low-income families already face when dealing with various government agencies. There is no reason to believe an additional obligation of conducting interim reexamination every 6 months, or requiring a family to report income increases in between biennial/triennial recertification, would be beneficial or make the family more likely to increase their income – in fact, it may have the opposite effect, given the amount of time completing recertification takes.	Please see the response to comment #119.
160.	6803.24	DCHA should also allow families to report changes in income or expenses by phone, in addition to mail, email, or in person.	If a family reports a change by phone, DCHA will send the family an Interim Change Form which the family will be required to complete and

	Section	Comment	Response
			return with document(s) required to verify the reported change. The family must report the change in writing,
161.	6803.26(b)	For clarity, this sentence should read: "Rent decreases are effective on the first of the month after the change is reported."	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning the effective date of an interim rent decrease.
6805	OVER-INCOME FAMILIES		
162.	Overall	This section should specify what exactly happens when a family is terminated for being over-income, either by describing the process in this section or referring to another section in the regulations that describes the termination process. DCHA should also consider how this process will comport with applicable DC law.	DCHA has revised this provision in response to your comments.
163.	6805.4	DCHA should consider rewording the phrase, "DCHA will notify the family in writing that over-income policies no longer apply to them" to more accurately describe what happens when a family is no longer considered over-income (i.e., "DCHA will notify the family in writing that the family is no longer considered over-income").	DCHA has made the suggested change.
Chapter 70: Assistance Animals and Pets			
7001	ASSISTANCE ANIMALS		
164.	7001.8	This regulation should be edited to say "DCHA will next determine whether…" to be appropriately proscriptive and stylistically consistent with DCHA's overall edits to the ACOP.	DCHA has made the suggested change.
165.	7001.9 and 7001.10	appear superfluous and redundant of other, clearer regulations at 7001.16 and 7001.17. DCHA should seek to eliminate superfluous regulations in this sub-chapter, as they cause more confusion than clarity.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning assistance animals. Please note that there is a legal definition of "service animal" that is different from that of a "support animal", but collectively, both are referred to as "assistance animals." The language in sections 7001.9 and 7001.10 clarify that the person must have a disability-related need for the animal in question (especially if it is an animal not typically kept in a household), and that there is no automatic entitlement for a resident to

	Section	Comment	Response
			have an assistance animal. Sections 7001.16 and 7001.17 outline the difference between a service animal and a support animal.
166.	7001.13	This regulation is redundant and confusingly worded. 7001.14 also states that DCHA may request the removal of an assistance animal that is a direct threat to the health and/or safety of others and/or the property. This regulation is worded in such a way that it could be incorrectly understood to mean that a person with a disability is not allowed to use or live with any assistance animal if a particular animal is asked to be removed. As the responsibilities of individuals with assistance animals is more clearly explained in the other regulation in the same section, this one should be deleted.	DCHA has revised this provision in response to your comments.
7003 PET POLICIES FOR ALL DEVELOPMENTS			
167.	7003.2(d)	7003.2(d) should be eliminated, as it provides for no objective way for DCHA to determine whether a pet owner is able to comply with house rules in advance. This regulation opens up the possibility of age, gender, and disability discrimination as well as the possibility that property managers will use this discretion to retaliate against tenants for personal reasons or in illegal or discriminatory ways.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning when DCHA will refuse to register a pet. Please note the policy in this section is current DCHA policy, and not a new policy.
168.	7003.9	Subsection (a) makes sense as a definition of "common household pet." Subsection (b), however, prohibits many common household pets such as hamsters and guinea pigs, which are rodents, and turtles, which are reptiles. Indeed, pet stores commonly carry and sell varieties of lizards and insects as pets. These are common pets that are generally less expensive to buy and maintain than dogs and cats. Therefore, subsection (b) should be eliminated or at least limited to only numbers 5 and 6 on the list. Alternatively DCHA should return to its former regulation, which said: "Only domesticated animals that are commonly kept as household pets, such as dogs, cats, birds, rodents, fish, or turtles, are permitted. The term 'common household pet' shall not include reptiles, other than turtles." 14 DCMR 6126.3	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning what DCHA considers to be a pet. Please note the policy in this section is current DCHA policy, and not a new policy.
169.	7003.9(c)(1)	It is not reasonable to allow dogs and not allow dogs over 25 pounds. Low-income residents of public housing are most likely to get their dogs from shelters. Dogs like beagles, basset hounds, poodles, and cocker spaniels are all over 25 pounds as adults. There is no reason that DCHA should be limiting the range of permissible dogs this narrowly. The result will likely be more people applying for exceptions to this rule as	DCHA appreciates and acknowledges your comment. For the health and safety of all of our residents, DCHA will not further revise the provisions concerning the size of dogs allowed in public housing. Please note the

	Section	Comment	Response
		reasonable accommodations and more paperwork for DCHA staff instead of people being able to have medium-sized dogs that are readily available at local shelters. Further, prior DCHA regulations only limited dogs to 40 pounds, and it would be unfair to change a policy and potentially force tenants to give up dogs that DCHA previously allowed.	policy in this section is current DCHA policy, and not a new policy, but pets authorized prior to this policy are exempt from this provision.
170.	7003.12(e)	This restriction is overly broad and out of line with reality. Exercising pets includes walking them, and pet owners will need to walk their pets through various parts of property in order to take them on a walk. 7003.12(b)already requires that dogs and cats must be on a leash or carried. Unduly restricting where residents may walk their pets by regulation is unnecessary and ripe for abuse by staff.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
171.	7003.19(d)	The proposed policy states that residents must designate two responsible parties to care for their pet in the event of owner incapacity. This requirement places an unreasonable burden on residents, and potentially penalizes socially isolated individuals. At a maximum, DCHA should require pet owners to designate one responsible party, and residents should have a process for requesting a waiver of this requirement.	DCHA has revised this provision in response to your comments.
172.	7003.19(e)	This policy is unnecessary and overly burdensome on both the resident with the pet and the hypothetical other resident who agrees to care for the pet; as a result, it should be deleted. Residents may rely on non-residents to help care for their pet, and subjecting residents specifically to added paperwork and penalties is neither a better guarantee that the pet will behave appropriately nor an aid to residents being able to comply with these requirements.	DCHA appreciates and acknowledges your comment but will not further revise this provision.
173.	7003.22	The proposed policy states that "[a]ny delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination." This gives DCHA broad discretion to terminate tenancy. This provision should be removed or, at a minimum, narrowed from "any delays" to "repeated delays that result in serious threats to health and safety, and that the tenant fails to correct."	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise this provision. Please note the policy in this section is current DCHA policy, and not a new policy. It is important to note that DCHA staff must enter the unit to perform critical functions, including completing required emergency repairs and conducting required inspections. Delays in performing such critical

	Section	Comment	Response
			functions may impact the health and safety not only of the family residing in the unit but other residents of the building or property.
174.	7003.23	The proposed policy states that pets not owned by a tenant are not allowed on the premises. DCHA should clarify that this does not apply to service and assistance animals of tenant guests.	DCHA has revised this provision in response to your comments.
175.	7003.24(c)	The proposed policy states that, if it is determined that a resident/pet owner has violated rules regarding dog bites and animal cruelty, the resident will receive a notice stating that failure to correct the violation, request a meeting, or appear at a requested meeting "may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy." Termination of tenancy should not be pursued before DCHA first attempts to initiate procedures to remove the pet, and this regulation should be amended to clarify that DCHA will explore the latter as a first resort.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning violations of pet rules. DCHA will not delay our efforts to protect the safety of all of the families residing at a property if the family fails to correct the violation or request a meeting to discuss the violation.
7004	PET DEPOSITS AND FEES		
176.	7004.3	Pet deposits should not be more than the total tenant payment. In addition, an earlier ACOP proposal listed the pet deposit as the higher of the total tenant payment or $50, and now DCHA is proposing $100. The pet deposit should be the lower of $100 or the total tenant payment. Further, DCHA should maintain its former, less financially burdensome policy of allowing pet owners to pay a refundable pet fee in monthly installments. 14 DCMR 6126.3(b)(6).	DCHA wishes to clarify the policy stated in this provision. Under the revisions to this policy, families will pay the **lower** of 15% of their unit's flat rent or $100. DCHA will continue to refund the pet deposit (less the cost of damages) within 45 days of move-out or removal of the pet, as described in §7004.5 Please note that this is a change to the current policy; under the current ACOP, a resident is required to pay a pet deposit of $100.
Chapter 73: Community Service			
177.	Overall	The community service and economic self-sufficiency requirement remains difficult for residents to understand, and DCHA should consider further streamlining and revision of this Chapter to make it easier to understand and implement. To date, residents have not been provided a detailed explanation of allowable activities, how to log hours, who to submit them to and how to request an exemption. In order for residents to successfully comply with these new community service requirements, these details have to be communicated clearly. In addition, DCHA should flesh out further and explain how it is going to administer	DCHA has revised this provision in response to your comments.

	Section	Comment	Response
		this annual requirement when most residents will have biennial or triennial reexaminations, and it should edit the regulations in this Chapter to appropriately refer to biennial or triennial reexaminations. Similarly, this Chapter appears to be the only chapter that refers to "lease renewal." Lease renewal is not required by DC law, as leases continue on a month-to-month basis after the end of the initial lease term. While we take "lease renewal" to mean or imply some sort of annual anniversary date, this does not line up with the schedule of biennial and triennial reexaminations, and thus the timelines in the regulations that are tied to "lease renewal" do not make sense.	
178.	7301.6	7301.6(c) should be combined with (b) to clearly refer back to the persons defined in (b). In addition, for this regulation to be actually useful to residents and DCHA staff, DCHA should amend it to refer more clearly to work exemptions under DC's TANF state plan and DHS's regulations for SNAP recipients and list out parenthetically examples of who is exempt from the requirements under each program.	DCHA has revised this provision in response to your comments.
179.	7301.15 and 7301.16	These regulations should be clarified and fleshed out further because they remain vague to the point that residents do not understand the process. DCHA could include in its regulation an Appendix including the description of the community service requirement it will provide residents; specify that it will provide residents with a form to claim status as an exempt person (and the form itself should include easy-to-understand, check-the-box categories of exemptions that incorporate work exemptions under TANF and SNAP); and explain how DCHA will verify exempt status (i.e., will DCHA request documentation from the resident, the family, or from another agency like DHS or SSA). 7301.16 should specify how and when DCHA will notify the family of its determination (i.e., in writing and within a set timeframe) of which family members are subject to the requirement and which are exempt.	DCHA has revised this provision in response to your comments.
180.	7301.35, 7301.39	If DCHA will do an annual review for compliance and send reminder notices as suggested by the proposed regulations, it should allow families to report a change in exempt/nonexempt status at the annual review or within a timeframe that is reasonably after the reminder notice gets sent to the family. Given how confusing the community service requirement and the exemption categories are, families cannot be expected to know when a change occurs or remember to report such changes. DCHA	DCHA has revised this provision in response to your comments.

	Section	Comment	Response
		should work with families to help them identify when someone becomes exempt/nonexempt and should not penalize families who fail to report a change.	
181.	New regulation	DCHA should create (or clarify) an exception to the community service requirement in the case where a head of household has requested or attempted to remove a household member from the lease who would otherwise be required to satisfy the community service requirement. The family should not be penalized if a person they are seeking to remove from the household fails to satisfy the community service requirement (or if the family is unable to get that person's cooperation to prove they have complied).	In 7302.19, DCHA indicates that a family may cure the non-compliance with the CSSR by providing documentation that the non-compliant family member no longer resides in the unit.
7302	I.D. DOCUMENTATION AND VERIFICATION		
182.	7302.4	This is an example of a potentially superfluous/redundant regulation that repeats the same policy as in a prior subchapter and which DCHA could eliminate to streamline this Chapter and make it easier to read and understand. If DCHA keeps this regulation, it should say "DCHA will make…" so that the regulation is proscriptive rather than descriptive. The same could be said for 7302.3 and 7302.6.	DCHA has revised this provision in response to your comments.
183.	7302.8, 7302.9, 7302.10	These regulations are confusingly worded and overly vague. They make it unclear whether DCHA allows self-certification (by phrasing the regulation as, "If DCHA accepts self-certification…"). They also imply that self-certification is not acceptable by itself, because DCHA will nevertheless "validate" a sample of self-certifications through third-party documentation, which itself is a phrase whose meaning is unclear. What does it mean to "validate" (is this the same as verify)? What constitutes a "sample" (how many)? Why is self-certifications plural, when presumably a person would self-certify annually their compliance with the requirement? What third-party will be contacted, and by whom? What documentation must be provided and by when? How are these regulations distinct from 7302.13?	DCHA has revised this provision in response to your comments.
184.	7302.11	The forms should not have a place for signature, or this regulation and the forms themselves should clearly indicate that additional third party signatures are optional, because family members should be allowed to self-certify. The inclusion of phone numbers is reasonable so that DCHA can verify the completion of qualifying activities.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.

	Section	Comment	Response
185.	7302.14 - 7308.17	These regulations are confusing because they purport to distinguish "non-renewal of a lease" from termination of a tenancy, which is a distinction that is not cognizable under D.C. law. Termination of a lease in DC is only permitted for good cause and can only be effectuated through an eviction action in D.C. Superior Court. Further, this section refers to hypothetical lease provisions that, to our knowledge, are not currently in place. Until such time as a new lease is executed or an existing lease is amended, we believe these requirements to be unenforceable.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
186.	7302.22 and 7302.30	These regulations suggest that the period to grieve DCHA's allegation of noncompliance is limited to 10 days, where the ACOP provides that the timeframe to grieve an adverse action is 6 months. These regulations must be amended or clarified to be consistent with the 6-month grievance time frame.	DCHA has revised this provision in response to your comments.
Chapter 74: Reasonable Accommodation Policies and Procedures			
7405	**OCCUPANCY OF ACCESSIBLE UNIT**		
187.	7405.7 and 7405.8	A resident or applicant on the accessible units waiting list should not be automatically removed from the waiting list because they rejected two offers of accessible units. There are many reasons an accessible unit may be rejected, such as a person with a disability determining that the unit will not meet their disability-related needs. People with disabilities are best situated to determine whether a unit will or will not meet their needs. This policy could be a FHA and DCOHR violation by applying different terms and conditions to people with disabilities that have requested accessible units when compared to those without disabilities on the waiting list. At minimum, DCHA should revise the terms to state that an individual will not be removed if they have good cause to show that the accessible units offered do not meet their disability-related needs.	DCHA has revised this provision in response to your comments.
Chapter 77: Transfer Policy			
7701	**EMERGENCY TRANSFERS**		
188.	7701.5	Victims of violent crimes that do not meet the definition of domestic violence or dating violence who will be in danger if they remain in place should be added to the list of emergency circumstances warranting an immediate transfer.	DCHA appreciates and acknowledges your comment but will not revise this provision. As described in 7704.1, DCHA will process transfers for a

	Section	Comment	Response
			verified threat of harm or criminal activity immediately after emergency transfers.
189.	7701.10-7701.13	DCHA's proposed policy suggests that it will require residents to bear the cost for an emergency transfer upfront with reimbursement by DCHA only after the expenses are incurred. This policy should be amended or clarified to allow for DCHA to pay a resident's reasonable moving expenses upfront. Many residents of public housing do not have cash on hand to absorb these costs.	DCHA has revised this provision in response to your comments.
7702	DCHA REQUIRED TRANSFERS		
190.	7702.1(g)	Since a mandatory transfer is an adverse action, the notice should include information about appeal rights as well.	DCHA appreciates and acknowledges your comment. DCHA will continue to adhere to notice requirements under 24 CFR 966.4(e)(8) including notice of the family's right to request a hearing.
191.	7702.4	DCHA should clarify what is meant by "DCHA shall transfer a family living in an accessible unit that does not require the accessible features." It is unclear who will make that determination and how. It is possible that the needs for the family change over time. DCHA should amend this policy to allow families to remain in an accessible unit if they wish and provide the right to file a grievance if DCHA disagrees with the family.	DCHA appreciates and acknowledges your comment. However, DCHA will not revise provisions concerning moving families out of accessible units. Please note this is current DCHA policy, and not a new policy. If a family moves into an accessible unit with accessibility features that they do not need, they must sign a lease addendum in which they agree to move out of the unit when there is an eligible family who needs that unit's features. Please note that under section 7704.3, a family that does not need an accessible unit's features and does not wish to be required to move for a family that needs that unit's features may refuse the unit when offered, and such refusal is considered *good cause*. DCHA is committed to serving all families, including those families whose members need accessible units. It is an industry practice to require families to sign a lease addendum and move from an accessible unit if there is a family on the waiting list or transfer waiting list who requires an accessible unit, as it enables the housing authority to serve families who need an accessible unit without delay. Please note that if a family living in an accessible unit did not need its accessibility features at the time of move-in but later requires these

	Section	Comment	Response
			features, they may submit a request for reasonable accommodation to remain in the accessible unit, consistent with §6103.
192.	7702.11(c)	DCHA should enshrine the residents' right to return as promised in Resolution 16-06 adopted by DCHA's board in March 2016 and Resolution 24-51 adopted by DCHA's board in April 2025., DCHA should also ensure that that right is enforceable by including it in ground leases, management agreements, and resident leases. The proposed policy states that a resident "may be allowed to return … depending on contractual and legal obligations," which falls far short of DCHA's promises to residents. DCHA should also make it clear that "Relocation Act" refers to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).	DCHA has revised this provision in response to your comments.
7703	TRANSFERS REQUESTED BY TENANTS		
193.	7703.4	DCHA's proposed policy does not properly define what is meant by the term "compliant" with the lease. The list of requirements that follows – including being "current on rent or any repayment agreement," being "current with recertification process," "subject to a citation for any lease violation," having a "good housekeeping record," "subject to Notice to Correct or Vacate or a Notice to Vacate" – are all questions of law or fact and, without clear definition, could be subject to different interpretation by different staff. The proposed policy does not allow for residents to dispute DCHA claims of non-compliance, either. As such, they should be litigated in a court of law. However, at a minimum, DCHA should make clear that if any of these allegations are made against a resident, the resident has a right to file a grievance where the burden of proof would be on DCHA. Furthermore, DCHA's proposed policy should allow for temporary transfers if it would aid a resident in improving housekeeping standards. Sometimes a resident needs to be temporarily relocated for several days so that the apartment can be decluttered.	DCHA is required, and will continue, to notify the family of lease violations, separate and apart from the transfer request process. As such, the family will have the opportunity to cure and, where applicable, request a hearing for DCHA's decisions related to the lease violations listed in this provision. DCHA will not further revise this provision.
194.	7703.11	DCHA should clarify the process behind billing tenants for any maintenance or other charges due for the "old" unit including scheduling walkthroughs and providing tenants	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise this policy to include procedures for billing maintenance and other charges during transfer.

	Section	Comment	Response
		with invoices for maintenance work done that account for any unreturned portion of the security deposit.	
7704 TRANSFER PROCESSING			
195.	Overall	DCHA should create a system whereby a resident can find their position on the transfer list through an online portal. The current transfer list is opaque and not easily accessible.	DCHA is working to improve transparency and shared understanding of the transfer process for our residents. DCHA anticipates that the revisions to 7704 will make clearer the priority for processing transfers.
196.	7704.1(e)	This proposed policy creates an exception that swallows the rule. It essentially gives the Executive Director power to bypass the transfer list and transfer priority rules "in order to achieve DCHA's stated strategic goals and objectives." There is no explanation provided for why such a rule needs to exist. There is no clarification as to what goals and objectives are referenced. Once adopted, these rules will become permanent and, therefore, they should be drafted based on the goals of the current Executive Director, or the current goals and objectives. At a minimum, DCHA should explain why this exception needs to exist and what guardrails are in place to prevent it from being abused.7704.2- A transfer for a reasonable accommodation should not be limited to two offers; see our comments to 7405.7 and 7405.86, above. The cross-reference to 7704.4 seems to be in error. We believe this should refer to either 7704.3 or to 6402.9.	DCHA appreciates and acknowledges your comment but will not further revise this provision.
197.	7704.4	Residents should not have to complete a reexamination when they transfer units; see our comment to 6801.15. Changing a resident's reexamination date when they transfer also seems potentially much more cumbersome for DCHA and the resident to administer and comply with.	Please see the response to comment #147.
Chapter 78: Lease Terminations			
7800 INTRODUCTION			
198.	7800.1	This section should be amended to read: "Either party of the dwelling lease agreement may terminate the lease in accordance with the terms of the lease and applicable *local* and federal law."	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
199.	7800.4	This section should be amended to read "DCHA has the authority to terminate the lease based on the Lessee's failure to comply with HUD regulations, for serious or repeated	DCHA appreciates and acknowledges your comment, but will not further revise this provision.

	Section	Comment	Response
		violations of the terms of the lease, and for other good cause *as defined under DC law or in accordance with the regulations at 24 CFR 966.4(l)(2).*"	
200.	7800.5	This section is in conflict with local law and unreasonably expansive. District law provides a three-year statute of limitations in contract actions. The regulations should require that DCHA bring actions based on breach of lease within these same time limitations, both to maintain consistency with DC law and to ensure that tenants are able to adequately defend against these claims and have a reasonable measure of housing security.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning actions on a breach of the lease. Please note the policy in this section is current DCHA policy, and not a new policy.
7801	TERMINATION BY TENANT		
201.	7801.1(d)	The insertion of "In order to be valid," here generates confusion and needlessly creates a vague and unreasonable standard for DCHA to determine that a Lessee has terminated their lease with DCHA. The phrase should be deleted so that the obligation to leave the unit in a clean and good condition and return all keys and other entry devices remains but does not create a subjective gray area around whether a tenant has voluntarily terminated their lease and vacated.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
202.	7801.2	This section should be amended to extend the time for remaining family members to notify DCHA of the death or departure of the Head of Household to at least 30 days, if not more. Fourteen days, particularly in the case of death of the Lessee, is unreasonable short and harsh, given the emotional, financial, and logistical challenges the family may be experiencing following the death or departure of a loved one who was also the Head of Household, including but not limited to the steps involved in determining guardianship of minors following such a death or departure.	DCHA appreciates and acknowledges your comment but will not revise this provision. It is important to note that the remaining family members will have an additional 30 days to request to become the head of household, after providing notice that the head of household has moved out or passed.
203.	7801.4(d)	Subsection (d) does not take into account potential challenges and delays for an adult not listed on the lease to commence guardianship proceedings. DCHA should consider evidence of a caregiving relationship and a statement that the applicant intends to commence guardianship proceedings sufficient for provisional approval as Head of Household, unless another adult produces evidence that that relationship is contested or they are seeking or have been granted guardianship.	DCHA appreciates and acknowledges your comment but will not revise this provision.
7802	LEASE TERMINATION BY PUBLIC HOUSING AUTHORITY		

	Section	Comment	Response
204.	7802.1	We appreciate that DCHA has changed "shall terminate" to "may … terminate" a lease in this section. Still, the regulation does not make clear that under DC law, a tenant generally cannot be evicted for one serious violation of a lease term and must be given the opportunity to cure (other than in the case of "one-strike" cases).	DCHA appreciates and acknowledges your comment but will not revise this provision.
205.	7802.2	This provision is in conflict with local law and basic legal principles. District law imposes a statute of limitations of 3 years on claims for breach of contract, including lease violations. This is already significantly longer than District law affords other housing providers, who are required to serve a Notice to Cure or Vacate within 6 months of an alleged violation of an obligation of tenancy. DCHA's regulations should be written to require DCHA to comply with local law, which prevents housing providers from holding legal claims rather than timely raising them, a practice which both prevents tenants from mounting a fulsome defense and creates too great a risk for potential abuse.	DCHA appreciates and acknowledges your comment but will not revise this provision.
206.	7802.3 and 7802.4	The categories of persons covered by these provisions are overly expansive and should be limited to "household members, guests, and live-in aides." "Visitors" (a term not defined in the ACOP), "unauthorized occupants," "others under the Lessee's control or on the Premises with Lessee's consent" (including those using or occupying the premises with "actual or implied consent") are unreasonably expansive categories of people for DCHA to presume to be within the Lessee's control, and seeking to enforce the lease based on the actions of such persons would lead to potentially absurd and overly punitive outcomes. Including these additional categories of people also does not appear to be supported or required by federal regulations or local law. Additionally, by saying that a "violation of any of the terms of the lease … shall be considered a serious violation of the lease," DCHA removes any apparent discretion to distinguish between material and non-material violations of the lease or to exercise its judgment in determining whether a violation is sufficiently serious or repeated to warrant the severe consequence of termination. We do not believe DCHA's intent was to limit its discretion in this way, but this section must be reworded to reflect DCHA's true intent here.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions in this section concerning violations of the lease. Please note this is current DCHA policy; no revisions have been made to this provision.
207.	7802.5	We appreciate that DCHA has changed "shall terminate" to "may … terminate" in this section. However, his provision remains in apparent conflict with local law, which	DCHA appreciates and acknowledges your comment, but will not further revise this provision.

	Section	Comment	Response
		requires housing providers to give tenants an opportunity to cure any alleged lease violation, except as preempted by federal law as related to one-strike evictions. As written, this provision appears to suggest that DCHA will terminate a lease for one incidence of an alleged violation.	
208.	7802.6	This provision is circular and confusing, as it defines "obligation of tenancy" by reference to terms of the lease, federal and local regulations, and violations "including but not limited to" violations set forth in 7802. This regulation needs to either be deleted or substantially edited to avoid being self-referential and to accurately describe a clear and definite list of the grounds for potential termination.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
209.	7802.7	This section is overly broad and not supported by federal regulations that limit terminations to instances of "serious and repeated violations of a lease," which includes family obligations but does not include the provision of information as described in this provision. This section should be deleted or narrowed to "such information and certifications regarding family composition and income as may be necessary for DCHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size." See 24 CFR § 966.4(c)(2). As currently written, the provision provides DCHA with a nearly limitless power to terminate a lease based on a tenant's failure to provide information to DCHA, irrespective of the type of information requested, whether DCHA can use other means to obtain that information, or the availability of other means to achieve program needs, such as self-certification. Additionally, this does not appear to allow DCHA to consider the totality of the circumstances or mitigating factors in determining whether termination is an appropriate remedy for failure to provide information.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
210.	7802.9	Given the potential for slow response from USCIS as the agency's priorities shift, DCHA should modify this provision. We are concerned that a failure by USCIS to timely verify a family or household member's eligible immigration status could result in an unlawful termination of an otherwise eligible family from assistance. We recommend that DCHA provisionally accept a family's submitted documentation of its evidence of citizenship or eligible immigration status and only terminate assistance if USCIS later confirms that a family or household member is not eligible.	DCHA appreciates and acknowledges your comment but will not further revise this provision. The policy described in this provision is required by HUD under the federal regulations at 24 CFR 5.514(c), including the requirement to terminate the lease for at least 24 months if a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the unit without proration to the family's assistance.

	Section	Comment	Response
		In addition, the sentence in subsection (c) that says, "Such termination must be for a period of at least twenty-four (24) months," is confusing, as it is unclear how a lease may be terminated for only 24 months and then be reinstated thereafter. DCHA must clarify this provision to reflect its intent.	
7803	TERMINATION BY DCHA – OTHER AUTHORIZED REASONS		
211.	7803.4-7	We recommend replacing "shall" or "will" with "may" in each of these sections. DCHA has discretion in determining whether to terminate a lease for these categories of criminal activity, and the regulations should be written to allow DCHA to exercise that discretion. Additionally, writing "may" allows DCHA to consider mitigating factors and assess cases individually based on the seriousness of any alleged crime, the circumstances of the alleged crime, and whether the alleged crime warrants eviction, or if there is something short of such a serious consequence that DCHA should pursue instead. This is consistent with HUD guidance for all housing providers which states: "Housing Providers should evict for criminal activity only as a last resort (which includes conducting an individualized assessment to determine if eviction is necessary.)." HUD's June 10, 2022 Memorandum on the Implementations on the Office of General Counsel's Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions. Second, the broad categories of "violent criminal activity or possession of a firearm or ammunition in violation of District law" are not grounds for termination without the ability to cure under federal law, and should be deleted from this section.	DCHA appreciates and acknowledges your comment but will not further revise provisions on termination for drug-related criminal activity, illegal drug use, criminal activity that threatens the health and safety of other residents, and violent criminal activity. As previously noted, DCHA is responsible for ensuring the safety and quality of life for all of our residents. Both HUD and the DC Attorney General have urged DCHA to address systematic criminal activity at Public Housing developments. As written, this policy supports our efforts to prevent crime in Public Housing.
212.	7803.9 and 7803.13	These provisions should also state that DCHA "may" terminate the lease, rather than "shall." Federal regulations only require DCHA to establish a policy that allows for termination on this basis. DCHA should adopt a policy that maintains discretion to decline to terminate. This provision should also make clear that tenants will be given notice and the opportunity to cure for any alleged violation of this provision as alcohol abuse is not criminal activity subject to one-strike law. Finally and critically, given the nature of alcohol abuse disorders, it is particularly important that DCHA be able to	DCHA appreciates and acknowledges your comment but will not further revise these provisions.

	Section	Comment	Response
		exercise discretion to take related disabilities and treatment options into account when determining whether any alleged violations could be resolved without termination.	
213.	7803.14	We urge DCHA to remove this provision entirely. The practice of issuing barring notices infringes on residents' right to use and quiet enjoyment of their properties, disproportionately affects individuals of color, and can lead to unnecessary involvement in the criminal justice system. However, should DCHA maintain a barring policy, any termination based on such policy should be discretionary, rather than mandatory, to allow DCHA to consider the facts and circumstances surrounding any alleged violation and whether termination is the appropriate remedy. Additionally, it is unreasonable and unrealistic to expect residents to maintain constant awareness of each barred individual based on a posted list in the property management office. DCHA should bear the burden of providing affirmative notification to residents regarding any barring notices that have been issued, as well as the terms and basis of any such barring notice, prior to holding residents accountable for complying with the notice.	DCHA appreciates and acknowledges your comment. However, DCHA will not revise the provision related to terminations related to permitting barred individuals to occupy, stay overnight or visit. This policy was developed to ensure the safety and quality of life for all residents. Please note the policy in this section is current DCHA policy, and not a new policy.
214.	7803.15	This provision should also state that DCHA "may" terminate the lease, rather than "shall." Federal regulations only require DCHA to establish a policy that allows for termination on this basis. DCHA should adopt a policy that maintains discretion to decline to terminate. Additionally, this provision should make clear that residents are entitled to notice of any alleged violation and an opportunity to cure.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provision related to terminations related to furnishing false or misleading information about illegal drug use, alcohol abuse, or the rehabilitation of illegal drug users or alcohol abusers. Please note the policy in this section is current DCHA policy, and not a new policy.
215.	7803.16	This section should be amended to state that DCHA "may" terminate for each violation listed in this section. Making such termination mandatory is not required by federal regulation, and prevents DCHA from exercising discretion to consider the seriousness of any alleged violation, mitigating circumstances, or other less punitive measures to resolve the violation. Additionally, this section should make clear that residents will be provided with notice and an opportunity to cure any of these alleged violations in accordance with local law.	DCHA appreciates and acknowledges your comment but will not further revise this provision.
216.	7803.17	This section should be amended to state that DCHA "may" terminate under these circumstances, to allow DCHA to use discretion in determining whether termination is an appropriate remedy considering all facts and circumstances.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provision related to terminations due fleeing prosecution, custody or confinement.

	Section	Comment	Response
217.	7803.18	This section should be removed. Federal regulations do not provide for household members becoming subject to sex offender registration as a basis for termination, but suggest instead that DCHA should examine whether there is a basis for termination under other regulations related to criminal activity. Notice PIH 2012-28.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provision related to terminations of families that include registered sex offenders.
218.	7803.19-28	For each of these sections, we recommend amending them to read that DCHA "may" terminate the lease, rather than "will." DCHA should adopt a policy that maintains discretion to decline to terminate. Additionally, these provisions should make clear that residents are entitled to notice of any alleged violation and an opportunity to cure. In addition, this regulation conflicts with 6803.8, which specifies that a family must inform DCHA of the birth, adoption, or court-awarded custody of a child within thirty (30) calendar days. Under proposed regulation 7803.24, fifteen days to notify DCHA of the birth, adoption, or court-awarded custody of a child is too short. DCHA should give new parents or guardians at least 30 days, if not more, to provide DCHA with this update, in consideration of the many important and time-consuming tasks and adjustments families will be undertaking immediately following the addition of a child to the household. DCHA should maintain the policy of 6803.8 and amend 7803.24.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
219.	7803.29	We oppose the inclusion of "[i]f a household member has engaged in or threatened violent or abusive behavior toward DCHA personnel" as grounds for lease termination. To the extent the behavior contemplated threatens physical violence, there are other grounds under which DCHA could exercise discretion as to whether to terminate the lease. Where these interactions do not rise to the level of a criminal act, this provision not only implicates speech protections, but also requires an extremely subjective assessment of what constitutes "abusive" behavior, which is likely to be informed by biases, conscious or unconscious, that will disadvantage already-marginalized communities.	DCHA appreciates and acknowledges your comment but will not further revise this provision. DCHA is committed to protecting the safety of our staff, especially those who work at our properties and serve our residents directly, including maintenance and property management staff. DCHA will not tolerate abusive or violent behavior or threats, and must work to prevent unsafe conditions for our staff.
220.	7803.32, 7803.33, 7803.35, 7803.36, 7803.38	For each of these sections, we recommend amending them to read that DCHA "may" terminate the lease, rather than "will." DCHA should adopt a policy that maintains discretion to decline to terminate. Additionally, these provisions should make clear that residents are entitled to notice of any alleged violation and an opportunity to cure.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.

	Section	Comment	Response
7804	NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING		
221.	7804.1-7804.5, 7804.13	DCHA should only conduct criminal background checks when required by HUD, not in any instances when it is discretionary. HUD neither requires nor recommends annual criminal background checks for public housing residents. HUD's June 10, 2022 Memorandum on the Implementations on the Office of General Counsel's Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions includes this guidance: "Housing Providers should evict for criminal activity only as a last resort (which includes conducting an individualized assessment to determine if eviction is necessary.)." 24 CFR 5.903 has significant limits on disclosing criminal conviction records even within a PHA. Given that the HUD report also found that "DCHA is not safeguarding personally identifiable information" and that PH 15 says that DCHA is improperly maintaining criminal records in tenant files, it is even more important that DCHA limit its requests for criminal background information to those required by HUD regulations.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions concerning criminal background checks. In an effort to better ensure safety and maintain quality of life for all residents of the property, DCHA is continuing to require that all adults sign a consent form for a criminal background check at each regular recertification.
222.	7804.14	While it is true that PHAs are allowed to pursue eviction based on alleged criminal activity, even if there was no arrest or conviction, it is bad policy to do so. DCHA's judgment about whether criminal activity occurred is not going to be better than law enforcement agencies' or the Courts'. Additionally, allowing DCHA to pursue eviction absent arrests and convictions in the past has led to DCHA issuing some questionable notices that led to protracted litigation because the nature of the alleged offenses was, to be frank, absurd. Therefore, DCHA policy should be to only pursue eviction for criminal activity in instances where there is a conviction.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions related to lease enforcement due to criminal activity. As previously noted, DCHA must balance the priority of expanding housing opportunities with ensuring the safety and quality of life for all of our residents. Our policies on terminations due to criminal activity were previously developed in response to HUD and the DC Attorney General requests to address systematic criminal activity at Public Housing developments. As written, this policy supports our efforts to prevent crime in Public Housing.
223.	7804.15-7804.18	While we understand that these regulations are pulled from 24 CFR 966.4(k)(e)(3), they skip over an important federal regulation: that DCHA is required to issue an eviction notice that complies with local law. 24 CFR 966.4(k)(3)(iii). The local regulations regarding notice that DCHA is obligated to follow in all eviction proceedings are contained in 14 DCMR 4301. 14 DCMR 4301.5 makes clear that these regulations apply to DCHA. DCHA's regulations should specify that it is obligated to and will comply with	DCHA appreciates and acknowledges your comment but will not further revise this provision. Where applicable, DCHA will continue to comply with local regulations on eviction notice.

	Section	Comment	Response
		all local laws, including eviction notice requirements, when attempting to evict any public housing resident.	
224.	7804.19 and 7804.20	There is no instance in which DC law allows for an eviction notice to give less than 30 days' notice. The sentence of this regulation suggesting that there might be an exception should be deleted. Moreover, under current federal regulations, 30 days' notice must be given in cases of nonpayment of rent. See "30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent," 89 Fed. Reg. 101,270 (Dec. 13, 2024); 24 CFR 966.4(l)(3). DCHA should clarify that a 30-day notice to vacate is also required in all lease violation cases or cases alleging a violation of an obligation of tenancy, and not mere in the more limited circumstances enumerated in proposed regulation 7804.20. In addition, 7804.20 should be edited to say, "Where DCHA seeks to terminate a lease based on … DCHA shall issue a thirty (30) day notice to vacate to Lessees." Otherwise, the regulation suggests that DCHA must terminate a lease under these circumstances, when in reality DCHA has discretion to determine whether or not it will issue a notice to vacate based on criminal activity. DCHA should use this discretion. Moreover "violent criminal activity or possession of a firearm or ammunition in violation of District law" are not grounds for termination under federal law and should be struck from this section.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
225.	7804.25	This regulation conflicts with local law. In D.C., evictions are carried out in accordance with DC Code 42-3505.01a. This law requires landlords, including DCHA, to properly store remaining personal property in the seven days following an eviction.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
226.	7804.29	Nothing in federal regulations requires DCHA to limit the period of time that a family member can cure the alleged violation to three months. While three months could be a floor, it should not be a ceiling. DCHA should instead work with each family to determine an appropriate agreed-upon timeline of at least 3 months to fulfill the community service requirement and edit this regulation to reflect that more flexible policy.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provision in this section on curing of noncompliance. DCHA, unfortunately, has limited federal funding to help families who need housing. If a family does not cure their noncompliance within three months, DCHA will prioritize the needs of families on the waiting list and initiate termination of the noncompliant family.

	Section	Comment	Response
227.	7804.32	While federal law allows DCHA to exempt these categories from grievance procedures, DCHA has discretion not to and should use that discretion. DCHA should strive to give everyone impacted by DCHA's decisions as much due process as possible, not simply meet the bare minimum requirements set forth in federal law.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions in this section exclusions from the grievance procedure. Please note the policy in this section is current DCHA policy, and not a new policy.
228.	7804.33 and 7804.34	While we appreciate DCHA's attempts to incorporate local eviction law in these proposed regulations, the regulations should be edited and clarified to more accurately reflect the terminology and eviction court process in DC. Section 7803.33 should say, "When a family does not vacate the unit after expiration of the required Notice to Vacate, DCHA will follow District landlord-tenant law in filing an eviction action with the local court…." Section 7804.34 should be substantially reworded to say, "If a judgment is entered against a Lessee by the court, DCHA may seek a writ of restitution from the court to regain possession of the unit, subject to and in accordance with local law and court rules."	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
Chapter 79: Public Housing Grievances and Appeals			
7901	INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS		
229.	7901.5 and 7901.6	These regulations must clarify that DCHA will offer an informal hearing upon notifying an applicant that DCHA is removing them from the waiting list.	DCHA appreciates and acknowledges your comment but will not revise this provision. Consistent with the federal regulations at 24 CFR 960.208, DCHA will provide the opportunity for an informal hearing to an applicant who DCHA has determined ineligible for admission. For those circumstances when DCHA could not make an eligibility determination, DCHA will withdraw an applicant from the waiting list including when the applicant failed to respond to waiting list update and notices that they have reached the top of the waiting list. It is important to note that an applicant is not withdrawn from the waiting list when they are determined ineligible; they are denied admission and offered an informal hearing.

	Section	Comment	Response
230.	**7901.12**	This regulation should state that in all instances when DCHA proposes to deny an applicant based on a criminal record or sex offender registration information, it must give the family the opportunity to dispute the information, instead of just saying that DCHA must do so "in some cases." This change will make the regulation consistent with proposed regulations 6203.21 and 6203.22 and ensure that the requirements are clear for both applicants and DCHA staff.	DCHA has made the requested change.
231.	**7901.13**	Fifteen days is a drastic cut from the 1 year that was available for both applicants and participants under DCHA's prior permanent regulations located 14 DCMR 6301. Fifteen days is not a reasonable nor realistic amount of time to afford applicants to request an informal hearing. This is particularly true given frequent mail delays and structural barriers faced by families seeking public housing, including the need to work long or unpredictable hours, limitations related to disabilities, and unstable housing that can mean mail takes even longer to reach them. Fifteen days also does not allow enough time for families who may not be comfortable or familiar with these administrative processes to consult with a legal assistance provider to determine whether they have grounds to challenge a denial of admission. People are motivated to get into housing as soon as possible and do not need this draconian time limit to motivate them to act quickly.	DCHA appreciates and acknowledges your comment but will not revise this provision. DCHA wishes to clarify the policy stated that this provision applies only to Public Housing applicants; it does not apply to residents (who are subject to the grievance procedures outlined in 7903).
232.	**7901.13(d)** and **(f)**	DCHA should amend these regulations to conform to DCHA's prior permanent regulations, which required DCHA to have a contracted hearing officer (not a DCHA employee) preside over all informal hearings and for the person to render the decision that DCHA is bound to. This process worked well and safeguarded against actual and perceived conflicts of interest, partiality, and unfairness. It undercuts the entire informal hearing process if the person conducting the informal hearing works for DCHA and, on top of that, that person only has the authority to recommend a decision to DCHA. It also undercuts trust in DCHA at a time when DCHA should be actively trying to build trust with DC residents.	DCHA appreciates and acknowledges your comment but will not revise this provision.
233.	**7901.14 (a)-(b)**	DCHA should be maximizing applicant and participants choice when deciding whether it will hold an informal hearing remotely or in-person. To that end, DCHA should not be unilaterally allowed to require that an informal hearing occur remotely. Instead, the	DCHA appreciates and acknowledges your comment but will not revise this provision.

	Section	Comment	Response
		family requesting the hearing should have to consent to a remote hearing. This will ensure that no family is made to participate remotely when they would otherwise benefit from, or simply have an easier time participating in, an in-person hearing. Similarly, DCHA should not be able to deny a family's request for a remote hearing. This will ensure that families that would have a harder time appearing in person as opposed to virtually can still have the informal hearing they are entitled to.	It is important to note that DCHA will provide for alternatives to remote informal hearings when there are barriers to the applicant participating, including conducting the informal hearing by teleconference and in-person, as described in 7901.14(f) and (g).
234.	7901.14(j)	DCHA should be obligated to turn over any documents it intends to rely on at the hearing, just as the applicant is required by these regulations to submit any documents they will use.	DCHA has made the requested change
235.	7901.15	First, DCHA should add mitigating circumstances presented to the list of matters to be evaluated in rendering a final decision on denial of admission. This is consistent with federal guidance indicating that "[t]he purpose of the hearing is to permit the applicant to hear the details of the reasons for rejection, present evidence to the contrary if available, and claim mitigating circumstances if possible." Public Housing Occupancy Guidebook, p. 58. Second, DCHA's notice must inform the applicant of their right to appeal the decision and the process for doing so.	DCHA appreciates and acknowledges your comment but will not revise this provision.
7903	GRIEVANCE PROCEDURES FOR PUBLIC HOUSING		
236.	7903.3 - 7903.4	We assume that DCHA is providing for 30 days of comments when grievance procedures change because that is the minimum allowed notice and comment period required by federal law. However, DCHA should give its residents more process and time, especially regarding things like changes to the grievance procedure which is critical to tenant rights. This is particularly true during this period of time when the agency should be aiming to build back trust with the people the agency serves. We recommend, at minimum, a 90 day period to comment on any changes to the lease, including the grievance procedures contained in it.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provisions in this section concerning the comment period for changes in grievance procedures.
237.	7903.6(f)	DCHA should amend this definition and conform to its prior permanent rules and practices regarding hearing officers (14 DCMR 6304). Specifically, hearing officers should be impartial, disinterested members of the bar, in good standing. This means hearing officers should have legal training and also not be employees of DCHA.	DCHA acknowledges and appreciates your comment but will not revise this provision. As written, this policy is consistent with HUD requirements and streamlined to reduce the complexity.

	Section	Comment	Response
238.	7903.6(g)	This definition is not grammatically correct and as a result is confusing. We recommend it be edited as follows: "'Tenant' is: the adult person (or persons) (other than a live-in aide): (1) The adult person (or persons) (other than a live-in aide) who resides in the unit, and who executed the lease with DCHA as Lessee of the dwelling unit, or, if no such person now resides in the unit; (2) The adult person (or persons) (other than a live-in aide) who resides in the unit, and who is the potential remaining head of household of the tenant family residing in the dwelling unit;" We believe these proposed edits preserve DCHA's intent, but make clear that subsection (2) is an alternative to subsection (1). Additionally, it is important that the word "potential" be added before Head of Household, because if the person in subsection (2) were already the Head of Household, they would have signed the lease for the unit and fall under subsection (1).	DCHA has revised 7903.6(g), 7903.11 and related provisions in order to clarify who is permitted to request a grievance.
239.	7903.8	While federal law allows DCHA to exempt these categories from grievance procedures, DCHA has discretion not to and should use that discretion. Under its prior permanent regulations DCHA did not exempt these sorts of decisions from the grievance process and DCHA should not be reducing the types of decisions that entitle applicants to a hearing, which is exactly what DCHA is doing here. Instead DCHA should give applicants the opportunity to grieve any adverse decision DCHA makes. DCHA should strive to give everyone impacted by DCHA's decisions as much due process as possible, not simply meet the bare minimum requirements set forth in federal law.	DCHA acknowledges and appreciates your comment but will not revise this provision.
240.	7903.10	We appreciate that DCHA increased the grievance window to six months in these regulations. However, DCHA should continue to give public housing residents up to one year to grieve any action or inaction by the agency as it did under its prior permanent regulations. There is no reason to reduce this window, especially when so many DCHA residents have come know and rely on their right to grieve decisions within a year.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provision on requesting a grievance hearing. The policy was designed to strike a balance between providing ample opportunity for a resident to grieve an adverse event and resolving the matter in a timely matter.
241.	7903.13 - 7903.14	DCHA should strike the definition of good cause in these regulations. Good cause has legal meaning, and this regulation creates an unnecessarily heightened standard for what constitutes good cause. Instead, DCHA should use a standard more like what it used to require in the voucher context for good cause hearings. There, a hearing	DCHA appreciates and acknowledges your comment but will not further revise this provision.

	Section	Comment	Response
		officer was required to consider if a tenant had good cause to miss a deadline by 1) determining if they got proper notice, and 2) considering a non-exhaustive list of mitigating circumstances.	
242.	7903.17	Residents should be given more than 14 days to request a hearing following receipt of the summary of the informal settlement. This is not a reasonable amount of time for a resident to be able to consider the settlement, seek advice of legal counsel if necessary, and request a hearing. We recommend a minimum of 30 days.	DCHA appreciates and acknowledges your comment but will not further revise this provision. Please note that DCHA has increased the period for which the resident can request a hearing to 14 days, from its prior policy of requiring the resident to respond within seven (7) days.
243.	7903.19, 7903.20, 7903.21	We appreciate that DCHA eliminated the unduly restrictive definition of good cause from this regulation. However, we are concerned that the definition of good cause contained in 7903.14 will be read into this regulation by hearing officers, and as discussed above, it is simply too high a standard. Additionally, DCHA should at a minimum adopt a regulation more akin to its prior HCVP regulations. Specifically, DCHA should allow any party to request the first hearing date be moved, with or without the showing of good cause, and allow either party to request future hearing dates be continued as long as there will not be prejudice to the other side. 14 DCMR 8903.1(2).	Please see the response to comment #240.
244.	7903.22	DCHA should amend this regulation and conform to its prior permanent rules and practices regarding hearing officers (14 DCMR 6304). Specifically, hearing officers should be impartial, disinterested members of the bar, in good standing. This means hearing officers should have legal training and also not be employees of DCHA.	Please see the response to comment #236.
245.	7903.24, 7903.25	DCHA should be maximizing applicant and participant choice when deciding whether it will hold a grievance hearing remotely or in-person. To that end, DCHA should not be unilaterally allowed to require that a hearing occur remotely. Instead, the family requesting the hearing should have the choice of selecting a remote or an in-person hearing according to their preference. This will ensure that no family is made to participate remotely when they would otherwise benefit from, or simply have an easier time participating in, an in-person hearing. Similarly, DCHA should not be able to deny a family's request for a remote hearing. This will ensure that families that would have a harder time appearing in person as opposed to virtually can still have the informal hearing they are entitled to.	Please see the response to comment #232.

	Section	Comment	Response
246.	7903.26	DCHA should provide the hearing packet more than three business days prior to the scheduled remote hearing. Three business days does not provide adequate time for residents, who may or may not have the assistance of legal counsel, to review and prepare defenses to the evidence DCHA intends to present.	DCHA appreciates and acknowledges your comment but will not further revise this provision.
247.	7903.36	DCHA should inform families of the technological requirements to attend a virtual informal hearing more than 5 days before the scheduled hearing, and also inform of their right to opt for an in-person hearing. Five days is simply not enough time to ensure that the family gets the notice and can then reach someone at DCHA in time to make a request for an in-person hearing or other assistance if necessary.	DCHA appreciates and acknowledges your comment but will not further revise this provision.
248.	7903.40	We appreciate that DCHA changed its proposed regulations to eliminate costs to residents for receiving copies of documents.	DCHA appreciates your comment.
249.	7903.42	Residents should be given a longer grace period than 20 minutes. Many of DCHA's residents rely on public transportation, including unreliable buses and trains. We recommend a minimum of one hour. Additionally, if after an hour the resident shows up, and all parties are ready and still available for a hearing, DCHA should hold the hearing despite it being late. Finally, this grace period should be extended even further if the resident calls or makes contact with DCHA and informs the agency that they are running late.	DCHA appreciates and acknowledges your comment but will not further revise this provision. Please note that providing a longer grace period directly impacts staff required to attend and participate in the grievance hearing. Extending the grace period will delay or prevent staff from other critical responsibilities given limited time and resources. It is also important to note that the resident may request to reschedule their grievance hearing in advance of the scheduled hearing date if they are unable to arrive at their scheduled hearing time.
250.	7903.43, 7903.44	DCHA should permit residents to request to reschedule a hearing they did not attend for good cause for longer than 24 hours following the scheduled hearing date. Given that this regulation already requires that the tenant establish good cause, a high standard, and that many emergencies do not fully resolve so as to permit those experiencing them to resume their normal business within 24 hours, it is unreasonable to impose such a strict limit on the period of time for which a resident can request that a hearing be rescheduled for good cause. Additionally, DCHA should strike the definition of good cause contained in this regulation. Good cause has legal meaning, and this regulation creates an unnecessarily heightened standard for what constitutes good cause. Instead, DCHA should use a standard more like what it used to use in the	DCHA appreciates and acknowledges your comment but will not further revise this provision. Please note that the resident is permitted to request to reschedule the hearing in advance of the scheduled hearing date, and is not limited to doing so in the 24 hours following the scheduled hearing date.

	Section	Comment	Response
		voucher program for good cause hearings. There, a hearing officer is required to consider if a tenant had good cause by: 1) determining if they got proper notice, and 2) considering a non-exhaustive list of mitigating circumstances.	
251.	7903.46	DCHA should make clear that the resident has the right to present written objections and briefs to counter DCHA's proposed decision. We have often experienced DCHA staff object to our introduction of legal argument in the form of briefs at hearings, despite it being a common sense right and not prohibited by any rules.	DCHA appreciates and acknowledges your comment, but will not further revise this provision.
252.	7903.49	DCHA should not change this regulation to make recording the hearing optional at the tenant's request. Instead DCHA should always record the hearings. If tenants want to challenge any decision, it is important that there is an accurate transcript of what happened at the hearing.	Please note that this provision is related to audio recordings only; DCHA generally will record each hearing through the video-conferencing platform.
253.	7903.53(a)(4)	DCHA should remove the references to "DCHA policies." DCHA's regulations are its rules and it should follow them. It is unclear what DCHA means by "DCHA policies" and this is too vague a standard by which to adjudicate a person's termination from a program. Further the DC Administrative Procedures Act requires that all such policies be published for notice and comment as regulations.	DCHA appreciates and acknowledges your comment but will not further revise this provision.
254.	7903.56	DCHA should strike this entire section and retain its prior permanent rule regarding the binding effect of a hearing officer's decision contained in the old 14 DCMR 6313. It appears that DCHA is basing the proposed regulations in all of section 7901 on 24 CFR 982.554(a)-(d). Nothing in those federal regulations gives DCHA the right to disregard a hearing officer's decision. If DCHA chooses to keep this regulation, it is in effect saying that if it loses at the informal hearing it can unilaterally decide to not follow the decision. This undercuts the entire informal hearing process, and undercuts trust in DCHA at a time DCHA should be actively trying to build bridges with participants.	DCHA appreciates and acknowledges your comment but will not further revise this provision.
Chapter 80: Program Integrity			
8001	PREVENTING, DETECTING, AND INVESTIGATING PROGRAM ABUSE		
255.	8001.6	This regulation should also include explicit protections for tenants reporting abuse by DCHA staff. Tenants should be protected whether the allegations are substantiated or	DCHA appreciates and acknowledges your comment but will not further revise this provision. To the extent possible, DCHA will keep reports of program abuse confidential while DCHA investigates the allegations.

	Section	Comment	Response
		not in order to encourage tenants to come forward when they believe that there might be misconduct or fraud occurring.	
256.	8001.8(b)	The following should be added to this regulation: "whether any amount of money is owed to a program participant."	DCHA has made the requested change.
257.	Sections to add:	This section does not have robust procedures for detecting or preventing DCHA-caused errors. Finding PH 24 of the HUD Review was that "DCHA does not properly calculate rent" and that only 3 of the 25 files reviewed were correct. In order to remedy this situation, as recommended by HUD, this section should also include the following provisions: "DCHA staff should develop and implement a procedure for conducting regular quality reviews of rent determination and verification procedures. DCHA should also develop and implement a procedure for reimbursing tenants for overpayments caused by DCHA errors." "At no time shall DCHA require a tenant to pay back an underpayment caused by a DCHA error." "DCHA shall regularly train staff on rent calculation."	DCHA has revised 8001.2 in response to your comments. Please note that the policy on reimbursing families for overpayments caused by DCHA errors can be found in 8002.16.
8002	CORRECTIVE MEASURES AND PENALTIES		
258.	8002.8	24 CFR 960.257(b)(6)(ii) allows PHAs to decrease rent retroactively when a family has failed to report a change that would lower their rent. DCHA should establish a written policy for when it will reimburse a family for overpayment instead of declaring that it will never do so. This policy should allow DCHA to decrease rent retroactively when a family demonstrates that it had good cause to delay reporting a change that would lower their rent. These failures to report often occur when someone has recently lost a job, has had a baby, or has unexpected medical expenses. These are precisely the times when families cannot afford higher rent and need extra help and consideration from DCHA.	DCHA appreciates and acknowledges your comment but will not revise this provision. It is the family's responsibility to report changes to DCHA in a timely manner, including those changes that would result in a reduction in the tenant's rent. Please note the policy in this section is current DCHA policy, and not a new policy.
Chapter 81: Program Administration			
8101	SETTING UTILITY ALLOWANCES		

	Section	Comment	Response
259.	8101.15	DCHA should provide more clarity on if and when residents will be required to pay "surcharges" for utilities.	DCHA appreciates and acknowledges your comment but will not revise this provision. Please note that DCHA is required, and will continue, to include all charges for which the tenant is responsible for paying in the lease agreement.
8103	FAMILY DEBTS TO DCHA		
260.	New addition	The following should be added to this section: "Before requiring any family to sign a repayment agreement, DCHA must give the family written notice of its appeal rights. At the time of signing, the DCHA staff member must verbally ask the head of household if they received said notice and if they understand that they are waiving their right to appeal this debt." If this information is not given to tenants, then the regulations should make clear that tenants can appeal the debt after signing a repayment agreement. This language is suggested as a result of DCHA past practices that encouraged tenants to waive certain rights without notifying tenants that DCHA decisions are subject to appeal.	DCHA appreciates and acknowledges your comment but will not revise this provision.
261.	8103.8	DCHA should not require a down payment. While this may be seen as a good faith gesture by a tenant, many DCHA families are not in a position to make a lump sum payment of this nature. Further, if DCHA insists on some sort of payment, regulations must explain the process and criteria for granting a hardship exemption.	DCHA appreciates and acknowledges your comment but will not revise provisions on a family's responsibility to enter into a repayment agreement when they have underreported or failed to report income. As noted in this provision, DCHA may modify or waive the down payment requirement if it would impose an undue hardship.
262.	8103.9(b)	8103.9(b) should include a process for requesting a hardship exemption and the process DCHA will use to make a decision about a request to lower a monthly payment amount. Just saying "in its sole discretion" leaves room for DCHA staff to treat different tenants differently and does not create a predictable system for residents.	DCHA appreciates and acknowledges your comment. However, DCHA will not further revise the provision in this section concerning determination of the monthly repayment agreement amount. Please note the policy in this section is current DCHA policy, and not a new policy.
263.	8103.11	DCHA should work with families to identify payment terms that are favorable and realistic, rather than setting a specific date for all agreements. For example, some families may receive their monthly social security check on a particular day of the month and be in the best position to pay at that time of the month.	Please see response to comment #260.

	Section	Comment	Response
264.	8103.12	Both provisions of this section should say that DCHA may terminate the tenancy not that DCHA will terminate the tenancy. This gives DCHA discretion to not terminate tenancies when there is a hardship, a health-related emergency, or other extenuating circumstances that prevent a tenant from paying on time. The current language would also require DCHA to terminate tenancy even if the tenant has caught up on their payments. That outcome would not be good for DCHA or the tenant.	DCHA appreciates and acknowledges your comment but will not revise provisions related to terminating the tenancy of families who enter into a repayment agreement when they have underreported or failed to report income and who are late or miss payments required under the repayment agreement.
265.	8103.13	This section should be replaced with the former regulation at 14 DCMR 5602.4: "The circumstances in which DCHA may decline to enter into a Repayment Agreement include, but are not limited to, any of the following: (a) If the participant Family or owner already has a Repayment Agreement in place; (b) If DCHA determines that the Family or owner: (1) committed program fraud; (2) intentionally withheld information; or (3) intentionally provided false information; or (c) If the Family already has a Repayment Agreement in place and incurs an additional debt to DCHA, any old debts to DCHA shall be paid in full before DCHA enters into a new Repayment Agreement." The former regulations are detailed and clear and also give DCHA appropriate discretion where necessary.	DCHA appreciates and acknowledges your comment but will not revise this provision.
8106	REPORTING REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL		
266.	8106.1	The regulations should specify that DCHA shall adhere to the responsibilities required by HUD's Lead Safe Housing Rule (LSHR), as codified in subparts B through R of 24 CFR § 35, when a child living in public housing is identified as having an elevated blood lead level (EBLL). In adherence to these statutory responsibilities, in addition to providing written notice of the address of any child identified as having an elevated blood lead level, and providing notice to the HUD field office, to OLHCHH, and DOEE (but see our next comment below), DCHA should enumerate in its regulations that it shall ensure that:	DCHA appreciates and acknowledges your comment but will not revise this provision.

	Section	Comment	Response
		a. A certified lead-based paint risk assessor completes: i. An environmental investigation, as defined in 24 CFR § 35.110, of the child's home and any common areas that service the home within 15 calendar days of verification of the child's EBLL; and ii. Any necessary risk assessments in other covered units if the child's home is in a multiunit property; and b. Any lead-based paint hazards identified by an environmental investigation or risk assessment are controlled within 30 calendar days by a certified lead-based paint abatement or lead renovation firm and confirmed by a clearance examination on the unit and common areas when the work is complete.	
267.	8106.2	Responsibility for the District's childhood lead poisoning prevention program is currently in transition. DCHA should contact the Department of Energy and Environment (DOEE) and DC Health to determine which agency it should provide written notice of EBLLs to and update the regulations accordingly. Additionally, in its regulations DCHA should state that elevated blood lead level (EBLL) shall be defined as a concentration of lead in a sample of whole blood equal to or greater than 3.5 micrograms of lead per deciliter (µg/dL) of blood, or a more stringent blood lead reference value as may be established by the Centers for Disease Control and Prevention (CDC).	DCHA appreciates and acknowledges your comment but will not revise this provision. DCHA will continue to provide notice to the responsible District agency/department as required under 24 CFR 35.1130 (e)(1). Further, DCHA will continue to follow HUD's definition of elevated blood lead level (EBLL) set forth in the regulations at 24 CFR 35.110.
8107	VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY		
268.	8107.8	DCHA should give survivors more than fourteen days to provide documentation. Survivors requesting assistance have likely experienced recent trauma. Even under the best of circumstances fourteen days is not much time, but for survivors in particular – who are likely interacting with multiple judicial, medical, and social support systems to keep themselves and their families safe – it is impractical. This window should be increased to at least thirty days.	DCHA has made the requested change.
269.	8107.9	In this section, DCHA mirrors most of the language in 24 CFR § 5.2007 regarding what documentation a family may submit to verify that an incident of domestic violence	DCHA appreciates your comment. As outlined in 8107.9, the applicant or participant will be permitted to submit form HUD-5382: Certification

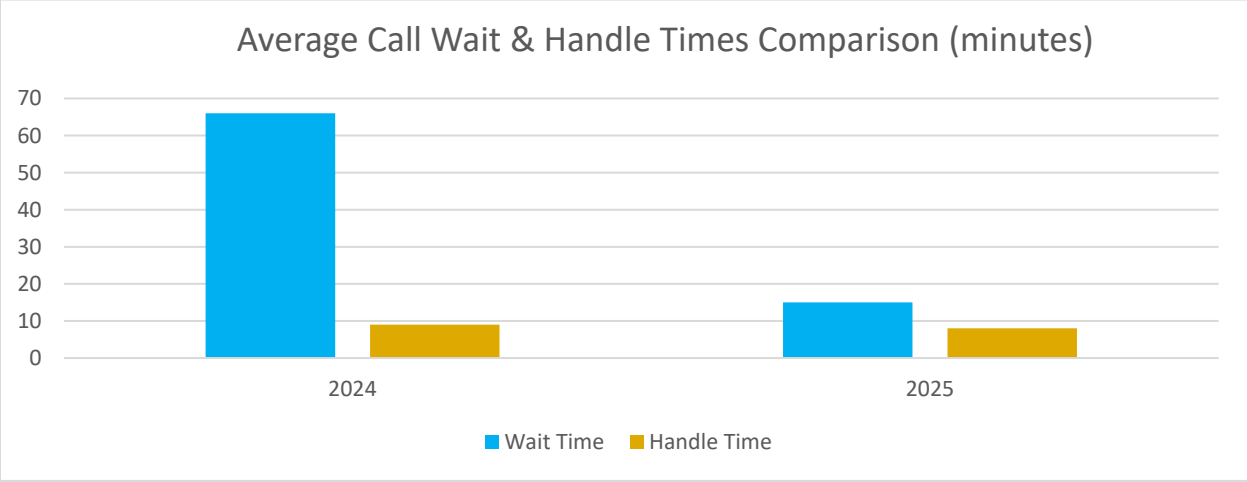
	Section	Comment	Response
		occurred. However, we recommend that DCHA also include the catch-all provision provided for in the federal regulations. Specifically, 4 CFR § 5.2007(b)(iv) allows DCHA to consider "a statement or other evidence provided by the applicant or tenant." By not including this catch-all provision, DCHA unnecessarily restricts the types of proof available to survivors. Federal law specifically allows this flexibility for survivors of domestic violence. DCHA should, too.	of Domestic Violence, Dating Violence, Sexual Assault, or Stalking in order to satisfy this requirement. By using this form, the applicant or participant may self-certify their status as a victim under VAWA. DCHA will not request documentation in addition to this HUD form unless there are instances of conflicting documentation.
270.	**8107.10, 8107.12, 8107.13, 8107.14**	DCHA should not deviate from its former policy of **not** requiring third party documentation in all instances of conflicting documentation. DCHA often can and should be able to make a determination based on the initial conflicting reports, and ensuring that this is an option for survivors is important. Survivors will not always have access to third party verification and requiring it in all instances will ensure that some survivors go unprotected. This is simply unacceptable. Further, the word will in 8107.13 should be changed to may. Survivors do not always have access to third party documentation. If their statements are credible, they should not be denied protections, and DCHA should have the option of providing those protections if it is satisfied by what has been provided.	DCHA wishes to clarify the policy described in provisions 8107.12-14. These provisions apply only when two people who reside in the same household claim to be the victim and the other the perpetrator. As described in 8107.12, DCHA will provide contact information for local domestic violence and legal aid offices and 30 days for the applicant or participant to provide third-party documentation. It is important to note that DCHA refers applicants and participants to local domestic violence and legal aid offices because these organizations are trained to assess and verify claims of domestic violence. While DCHA staff receive training on VAWA protections and their responsibilities related to these protections, DCHA staff are not trained to assess the veracity of claims of domestic violence.

Q16: General Governance and Operations

a. Has DCHA continued to track call center wait times during CY25? If so, please provide data and an analysis of any trends in call times. If not, please explain why not?

DCHA continues to track call center wait times. The chart below offers a comparison of our call handle and wait times for CY24 in comparison to CY25. This improvement is due to changes that have been implemented including, but not limited to, call agents weekly program training, mock calls/training, and upgrades to systems along with business process improvements.

Our average call wait times for CY25 was 15 minutes. Our average handle times for CY25 (the amount of time spent on each call) was 8 minutes.



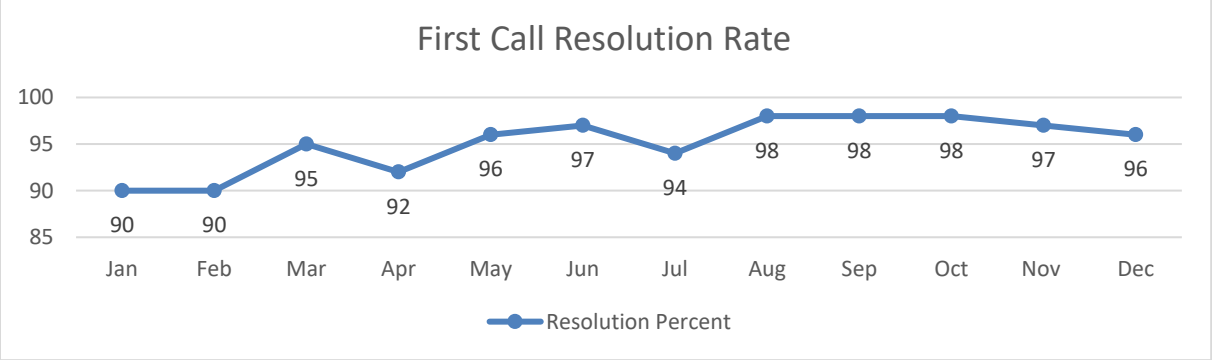
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	***Average Wait Times (min)***
CY24	90	90	90	90	60	60	45	60	60	60	60	20	**66**
CY25	20	9	16	22	18	22	23	19	8	8	13	10	**15**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	***Average Handle Time (min)***
CY24	6	4	4	9	14	13	15	11	9	8	8	9	**9**
CY25	9	7	9	11	9	11	11	10	6	6	7	7	**8**

b. How else is DCHA monitoring and working to improve the services provided through its call center and at each of its in-person service centers and public housing management offices? Please report out any key metrics that the agency is tracking, such as case volume, staff-to-case ratios, wait times, or caller/visitor feedback. How do DCHA's metrics compare to public housing authority best practices? (See 2025 performance oversight pre-hearing response 72.)

DCHA continues to improve its' service delivery through our call center by equipping call agents with tools/training to address caller's concerns at the "initial touchpoint". This improves our overall customer experience and eliminates the need for call agents to "transfer to other staff" and/or customer's having to visit us in-person. Best Practices gold standard is to answer all calls under 1 minute, depending on the nature of the calls. Our call handle time is higher than industry standard because we are making every attempt to resolve the concerns/questions at the initial touchpoint. Our current goal for average call handle time is 3-5 minutes. For CY25, we resolved an average of 95% of all calls answered at the initial touchpoint.

Our first-call resolution rate has been steady for the entire CY25.



CY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Resolution Rate (%)
2025	90	90	95	92	96	97	94	98	98	98	97	96	**95**

In an effort to continue improving our services we have implemented the following changes:

- Created a newly, revised training manual for call center agents that focuses on providing excellent customer service, call control, and de-escalation training techniques
- Implemented a detailed agent call handling tracking system, which keeps track of the call center agents calls and areas of opportunities for individual daily coaching, feedback and specific training based on the agents' needs.
- Increased monitoring of live calls daily and assist the agent while they are on the live call
- Upgraded the call center software whereby agents now have direct access to the technical helpdesk for immediate resolution
- Call center agents now have access to track their calls, empowering them with the necessary tools to keep track of their performance daily
- Implemented weekly refresher training conducted by DCHA Department staff for call center agents and customer service center staff
- Continue weekly collaboration meetings with DCHA Department staff from HCVP and PMO to ensure call agents and customer service center staff are up to date on any new changes/procedures
- Worked closely with public affairs office to update the Agency's website to provide customers with information about services provided at each customer service center (including location, walk-in days, online appointments, etc.)
- Display an interactive video at each customer service center to help customers navigate tools to use to do business with us
- Developed a special team (CARE) that triages customers visiting the HCVP Headquarters. This special team was implemented to diminish long wait times for customers visiting us

Since April 2025, DCHA has been tracking the progress of customers visiting our busiest service center at 702 H Street NW under a newly developed customer service initiative called CARE (Commitment, Accountability, Responsibility, Excellence). On average, there are approximately 450 customer visits per week. The goal of the CARE initiative is to assist customers as quickly as possible and resolve their concern during the initial visit which diminishes the need for repeat visitors.

The following graphs are survey results from customers visiting this center since April 2025.

This graph shows how long customers spent with a DCHA employee when they visited us:

How long did it take to resolve your matter?

Time per Visit	Customers
Less than 1 hour	727
More than 1 hour	105
More than 2 hours	63
(blank)	10
Grand Total	**905**

This graph shows how satisfied customers were with our service during their visit with us:

How was your experience today?
(5 highest, 1 lowest)

Rating	Customers
1	27
2	2
3	24
4	58
5	762
(blank)	32
Grand Total	**905**

Here is some of the feedback we received from the customer survey/comments:

- *The system seems to be working* 😊
- *Staff very patient and helpful. Amazing customer service skills. Wonderful multitasker.*
- *No. I have no recommendations at this time. I was in and out in a timely manner.*
- *The staff are friendly and willing to help very professional*
- *Please add more workers*
- *Customer service was OK, but can be improved*
- *I waited too long to be seen by a specialist*

Below is data collected from the remaining two Customer Service Centers (DCHA HQ's and Frederick Douglass Community Center):

Customers Served	Recertification Packages Scanned to 365	Number of Local and Federal New Applicants Briefed through HELP*
10,272	**3,416**	**1,430**

HELP (Housing's Enjoyable Living Program) program is designed to teach new and existing customers the how to keep their unit clean, safe and sanitary. This interactive briefing walks customers through each room in their units and demonstrates how to clean, de-clutter and sanitize in a cost-effective way. Customers are shown an actual video of how to do this at the conclusion of the briefing.

During CY25, the Office of Customer Engagement provided additional customer service activities as outlined below:

- 2025 National Customer Service Week – a weeklong worth of customer engagement activities to highlight the importance of providing good customer experiences agency-wide

- Refresher training for Property Management staff on customer service, office decorum and language access services

- Collaborated with Councilman Robert White Housing Resource Fair at the Arc and provide housing resources and information to invitees

- Collaborated with the Office of Tenant Advocates Tenant Summit event to provide housing resources and information to invitees

- Collaborated with ANC 8B Fun Day at Stanton Elementary school to provide housing resources and ask questions regarding DCHA-related matters.

DCHA/DHS STREAMLINED LEASING ACTION ITEMS AND TIMELINE						
Task	**Start Date**	**End Date**	**Resource**	**Status**	**Comments**	**Status as of 1/30/26**
Total Project Timeline	**10/13/2025**	**12/31/2025**	DCHA/DHS/ALLECCA	**In Progress**		
Systems and Reporting						
Continue to utilize CVR tracker for eligibility for local program until Yardi Rent Café is compliant	10/13/2025	12/31/2025	DCHA	**Complete**	process will remain active until Yardi Rent Cafe set up is ready for full implementation on local program	
Rent Café Training for Local Stakeholders for briefings and lease-up	10/13/2025	12/31/2025	DCHA/DHS	**Complete**	Waiting on DHS to agree to updated process flow and provide us with training and implementation dates for go live.	Went Live Feb 1st. DHS Follow Up Training Feb 27, 2026
Phase 1 - Utilize Rent Café' for virtual briefing and RFTA processing	10/27/2025	12/31/2025	DCHA/DHS	**Complete**	Waiting on DHS to agree to updated process flow and provide us with training and implementation dates for go live.	Went Live Feb 1st. DHS Follow Up Training Feb 27, 2026
Phase 2 - Utilize Rent Café for eligibility	1/1/2026	TBD	DCHA/DHS	**On Hold**	Currently using regular rentcafe with disclaimer.	Postponed till further notice. Continue to use CVR due to legal constraints.
Improve data sharing with DHS	10/13/2025	10/31/2025	DCHA/DHS	**Complete**	DCHA provides DHS with 6 weekly reports on all their data requiremnets.	
Create public facing dashboard for HCVP Local.	10/13/2025	6/30/2025	DCHA	**In Progress**	DCHA currently working on the report and formatting	In Progress.
Develop report for all families transferring from one unit to another	10/13/2025	12/31/2025	DCHA	**Complete**	DCHA is providing this report on a regular basis (since FY25)	this report is provided only on the participant DHS idenified
Map changes in Rent Café to DHS reporting requirements	10/13/2025	12/31/2025	DCHA and DHS	**Complete**	IT has mapped the new reports for DHS for continuops reporting in Rentcafe. Testing Ongoing.	
Language access in Rent Café	10/27/2025	12/31/2025	DCHA	**Complete**	Rentcafe updates every workflow DCHA's LEP languages. ANy other Language accomodations have to be requested and DCHa will comply through its Reasonable accomodation process.	
Policy and Process						
Clarify and formalize the method of tracking changes to local regulations governing the local program and Standard Operating Proceudres (SOPs) in coordination with DHS. If changes are required for the local program, corresponding updates to local regulation and statutes will need to be made as applicable.	10/27/2025	4/1/2026	DCHA/DHS	**In Progress**	DCHA, DHS and local partners make policy changes to the regulations;	Local regulation updates are being prepared for publication as proposed regulations in order to receive public input. DCHA will then work with DHS to ensure SOPs and workflows are updated to reflect changes once implemented.
Add specific timeframes for Voucher extension in SOP for consistency	10/27/2025	12/31/2025	DCHA/DHS	**Complete**	DHS MOU and Admin Plan do not have time for extensions; SOP has 60 days for extension.	
Extend eligibility timeframe for local program	10/13/2025	12/31/2025	DCHA	**Complete**		
Ensure reasonable accommodation requests are allowed for 3rd briefing to be scheduled	10/13/2025	12/31/2025	DCHA	**Complete**	MOA allows for 20 business days and flagged within 2 business days if incomplete; *DHS requests applicant be given 10 calendar days to provide missing documents with an additional 5 days on a case-by-case basis.*	
Standardize SOP guidance on self-certifications	10/13/2025	12/31/2025	DCHA	**Complete**	Ensure local law is followed/ Review Section 3 of the application	the core application section 3 excepts local partcipants from addressing the section.
Align the inspection and reinspection timeframes in SOP with MOA	10/13/2025	12/31/2025	DCHA	**Complete**	Schedule within 2 days; complete inspection within 5 days; reinspection within 5 days; Unit must be ready for inspections	
Align the inspection and reinspection timeframes in SOP and MOA	10/13/2025	12/31/2025		**Complete**	Confirming start date of the virtual briefings. At this time virtual briefings are being done on demand	

DCHA/DHS STREAMLINED LEASING ACTION ITEMS AND TIMELINE						
Task	**Start Date**	**End Date**	**Resource**	**Status**	**Comments**	**Status as of 1/30/26**
Phase 1 - Launch two virtual briefings per month	10/27/2025	12/31/2025	DCHA	Complete	Confirming two virtual briefings per month	
Ensure RFTA packet is complete when forwarded to DCHA	10/27/2025	12/31/2025	DHS	In Progress	Will be resolved with Rent Café' as landlord will be responsible for submitting	Went Live Feb 1st. DHS Follow Up Training Feb 27, 2026
Legal and Regulatory						
Compare DC Code (statute) with DC Municipal Regulations to ensure alignment	10/27/2025	11/30/2025	Allecca/DCHA	Complete	review and crosswalk complete	
Ensure alignment with MOA, policy and procedures	10/27/2025	4/1/2026	Allecca/DCHA	In Progress	Legal counsel must make all changes to DCMR through formal rulemaking process	regulation update underway
Forms						
Streamline RFTA form	10/1/2025	2/1/2026	DCHA	In Progress	May be streamlined through the Rent Café process since form is online	We're currently looking into feasability of making the identified changes both in regards to process and policy.
Review annual recertification form	10/13/2025	12/31/2025	Allecca/DCHA	In Progress	Local program does not review criminal or immigration status; HCVP has started review; legal has sent language and it in configuration	Under Review
Develop email template for income/discrepancies identified and opportunity to dispute	10/1/2025	12/31/2025	DCHA	Complete		
Communication						
Ensure all applicants and participants have an email address	10/27/2025	12/31/2025	DHS	In Progress	Needed for digital signatures	DHS and case managers working with applicants and participants to complete
Schedule bi-weekly meetings to ensure progress	10/13/2025	12/31/2025	DCHA	Complete	Already being done	ongoing

DC Housing Authority

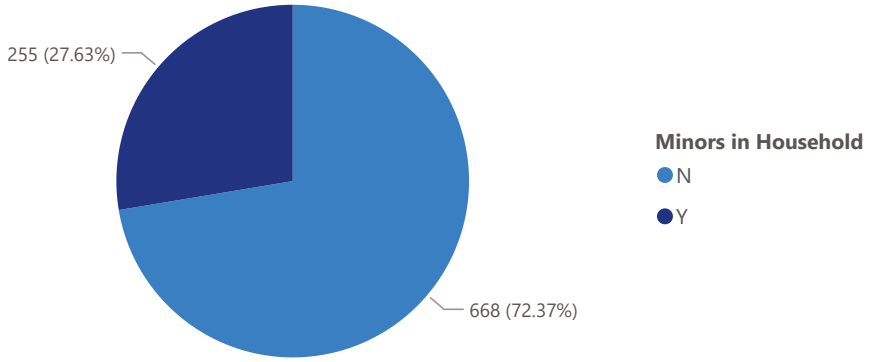
Housing Choice Voucher Program

Average Rent per Bedroom and Voucher Type						
Voucher Type	**Total Households Served**	**Avg. Rent – Efficiency**	**Avg. Rent – 1 BR**	**Avg. Rent – 2 BR**	**Avg. Rent – 3 BR**	**Avg. Rent – 4+ BR**
Federal Tenant-based	13040	$1895	$1940	$2343	$2792	$4120
Federal Project-based	1852	$1473	$1326	$1772	$2281	$2637
Moderate Rehabilitation	189	$1210	$1173	$1432	$1597	n/a
Local Tenant-based	4860	$2087	$2051	$2401	$2978	$4508
Local Site-based	2379	$1476	$1800	$1962	$2655	$3583
DHS MOU Tenant-based	3050	$2021	$2131	$2728	$3258	$4640

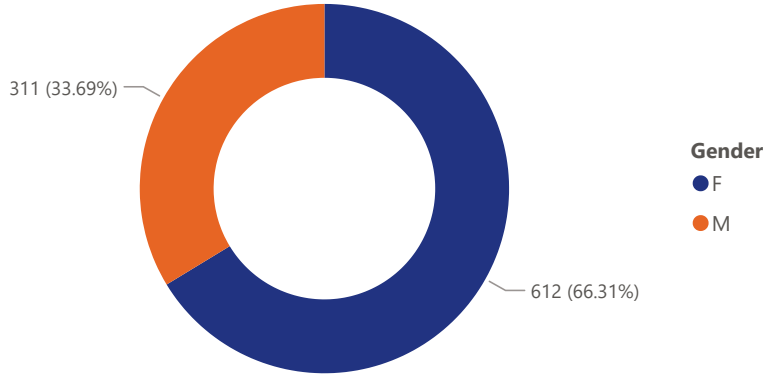
Household Served by Voucher Type per Ward								
Voucher Type	**Ward 1**	**Ward 2**	**Ward 3**	**Ward 4**	**Ward 5**	**Ward 6**	**Ward 7**	**Ward 8**
Federal Tenant-based	817	386	583	1161	2221	2363	2623	2886
Federal Project-based	162	19	122	58	116	53	607	715
Moderate Rehabilitation	32	0	0	0	26	0	83	48
Local Tenant-based	391	143	364	500	762	775	936	989
Local Site-based	226	148	64	386	297	281	554	423
DHS MOU Tenant-based	316	125	318	312	410	743	399	427
Total	**1944**	**821**	**1451**	**2417**	**3832**	**4215**	**5202**	**5488**

FY24 Federal Report

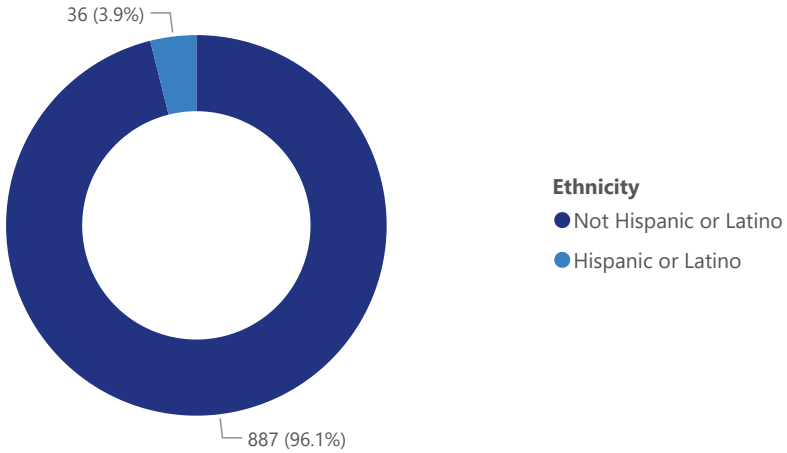
Count of Minors in Household by Minors in Household



Household By Gender

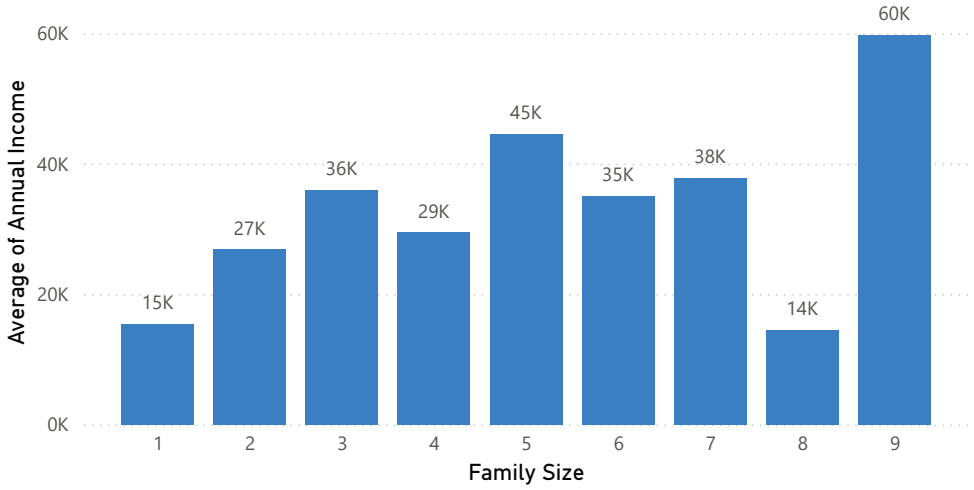


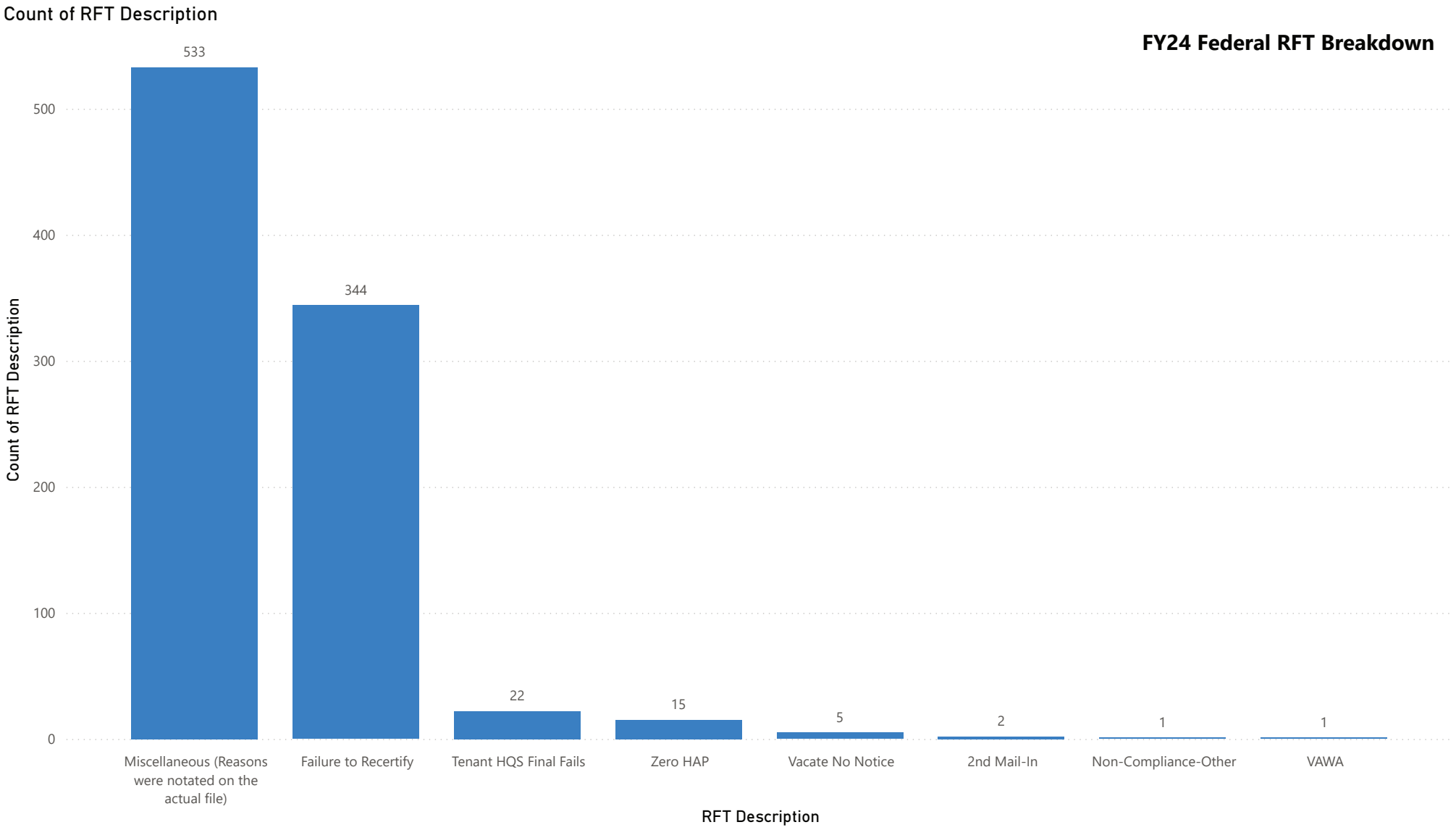
Family Size & Ethnicity



Note: DCHA does not track marital status

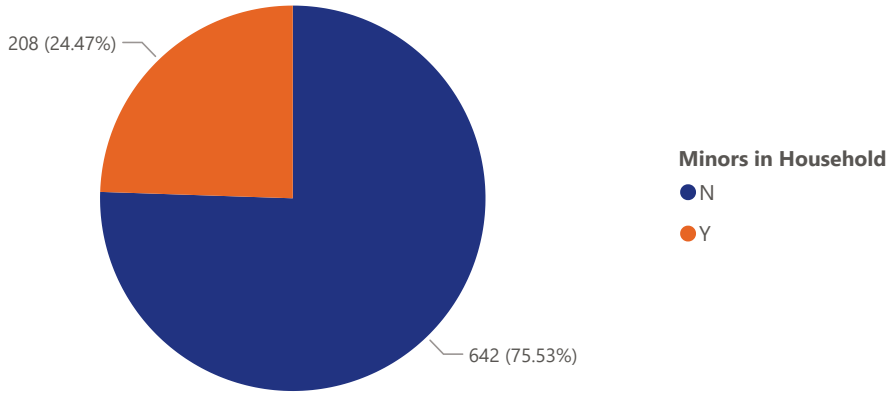
Average Income By Household Size



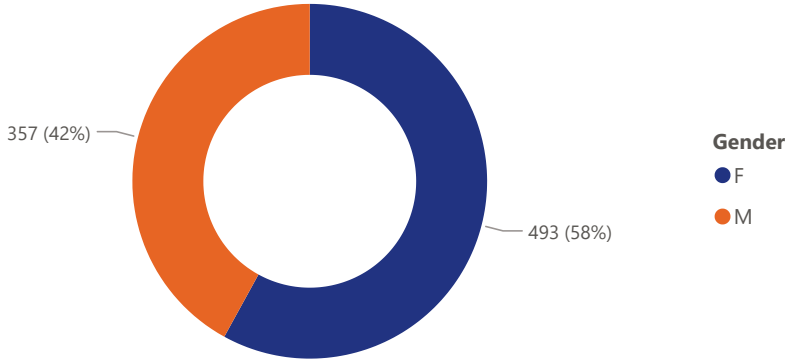

Count of RFT Description
FY24 Federal RFT Breakdown
533
344
22
15
5
2
1
1
500
400
300
200
100
0
Count of RFT Description
Miscellaneous (Reasons were notated on the actual file)
Failure to Recertify
Tenant HQS Final Fails
Zero HAP
Vacate No Notice
2nd Mail-In
Non-Compliance-Other
VAWA
RFT Description

FY24 Local Report

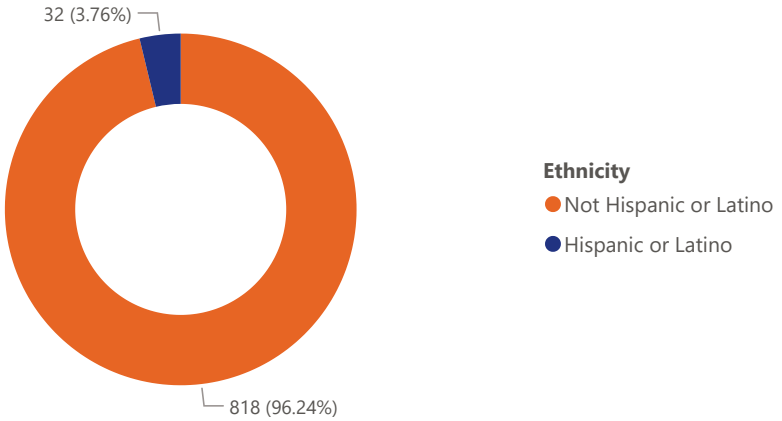
Count of Minors in Household by Minors in Household



Count By Gender

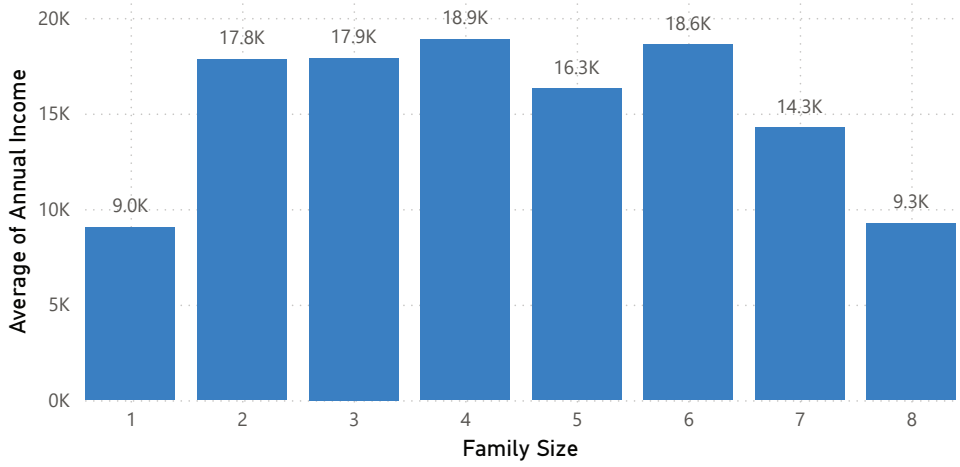


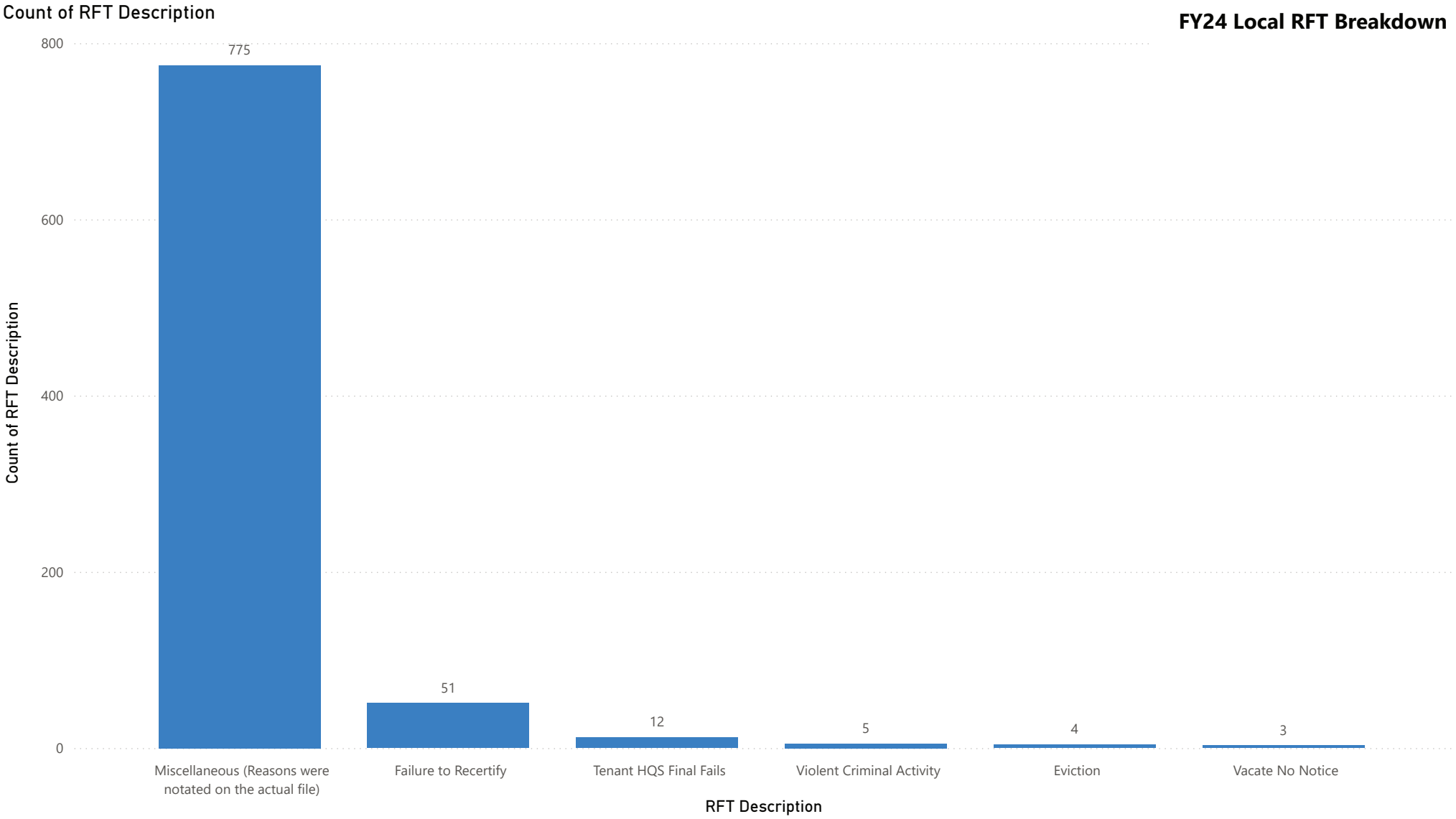
Family Size & Ethnicity



Note: DCHA does not track marital status

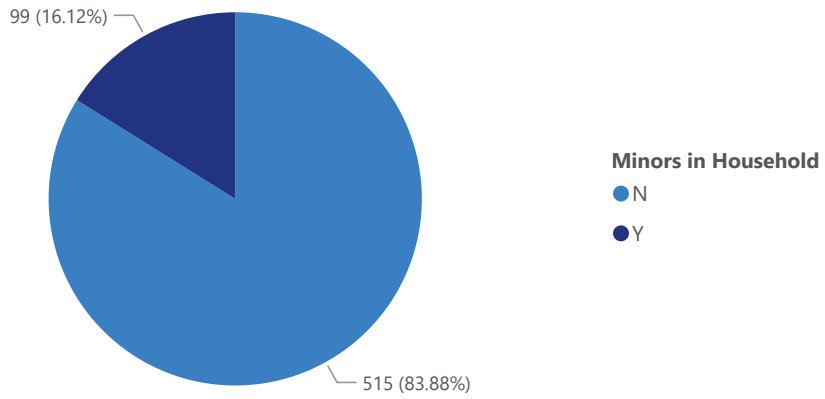
Average Income by Household Size



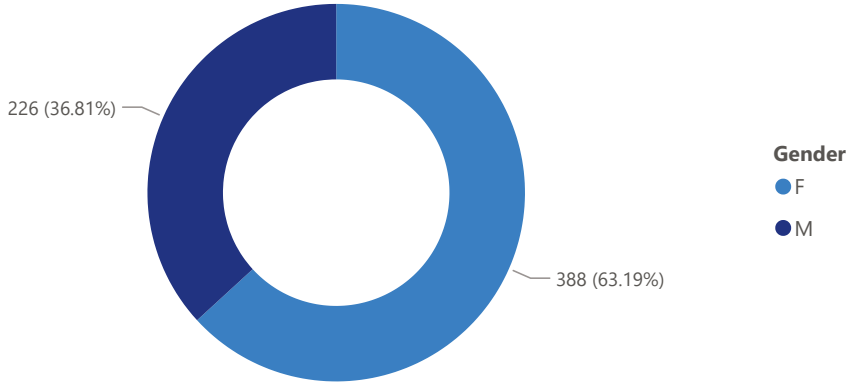

Count of RFT Description
FY24 Local RFT Breakdown
800
600
400
200
0
775
51
12
5
4
3
Count of RFT Description
Miscellaneous (Reasons were notated on the actual file)
Failure to Recertify
Tenant HQS Final Fails
Violent Criminal Activity
Eviction
Vacate No Notice
RFT Description

FY25 Federal Report

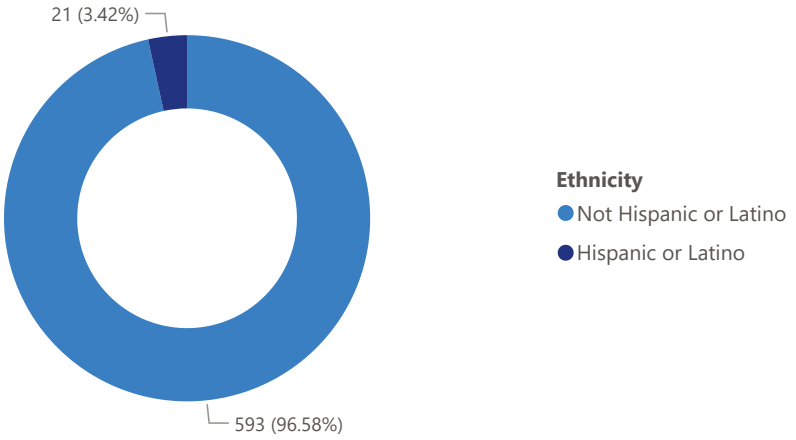
Count of Minors in Household by Minors in Household



Count by Gender

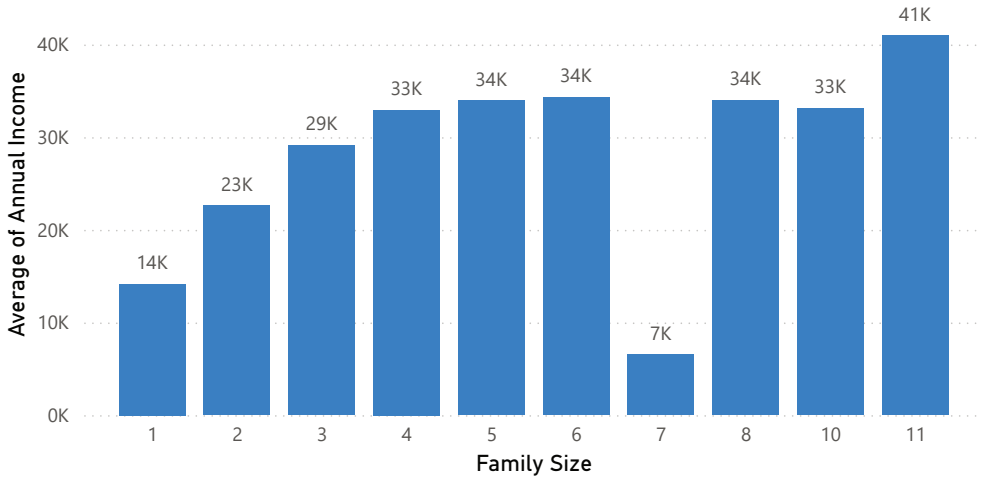


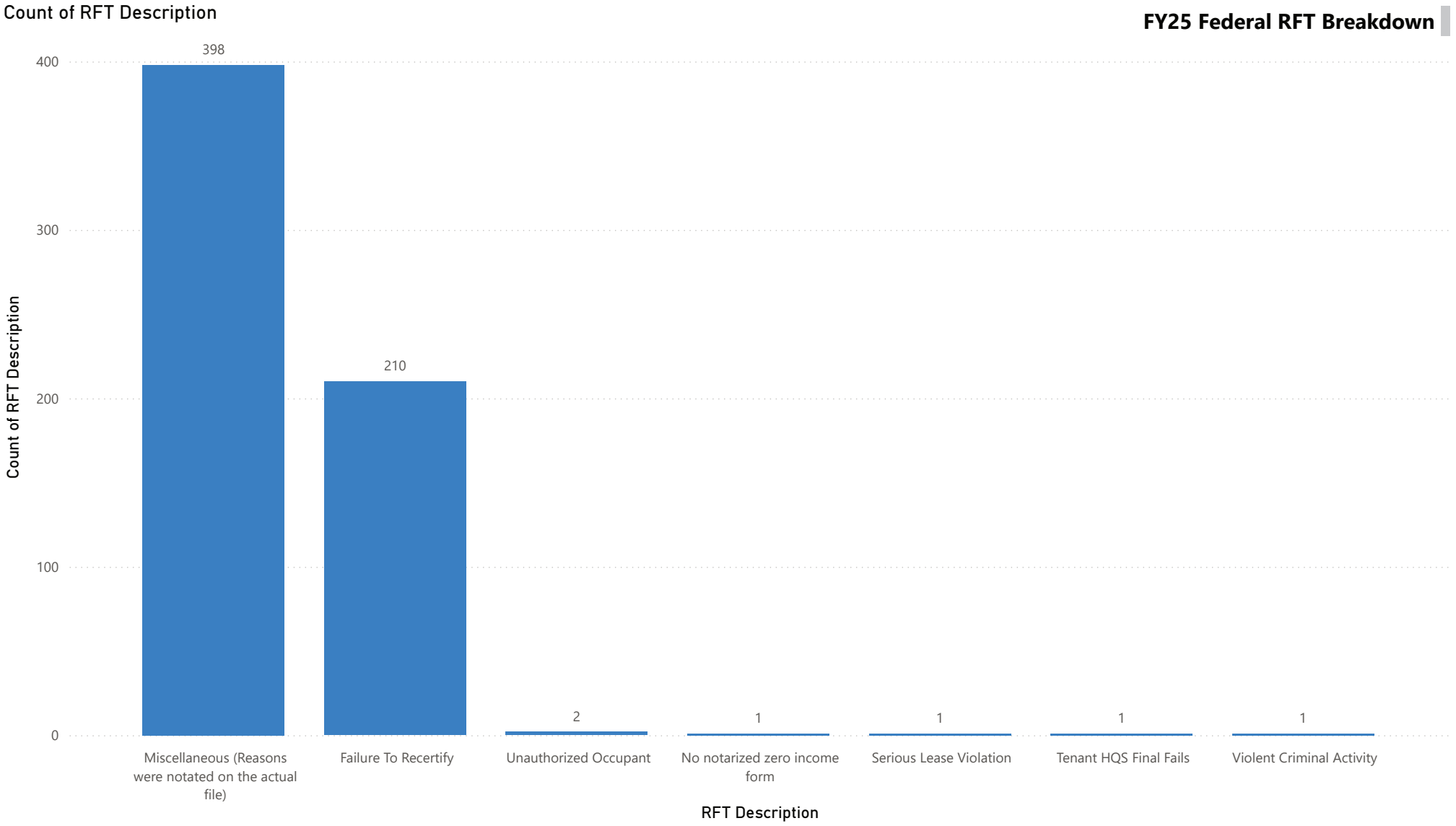
Family Size & Ethnicity



Note: DCHA does not track marital status

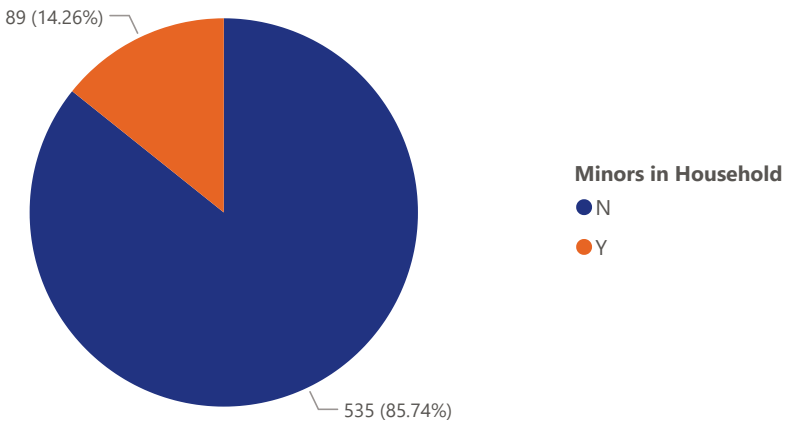
Average Income by Family Size



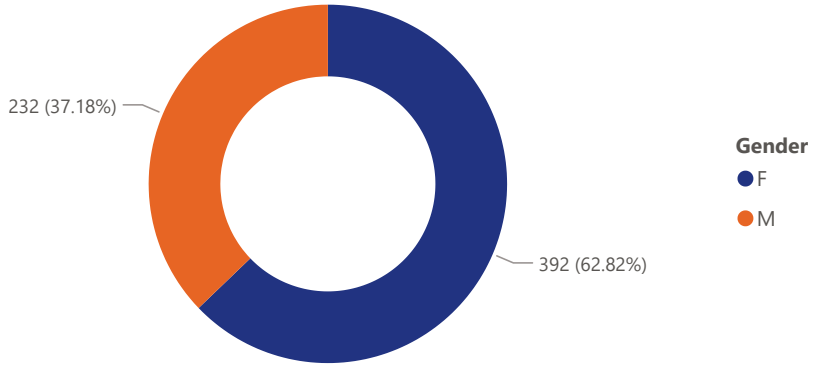

Count of RFT Description
FY25 Federal RFT Breakdown
400
300
200
100
0
Count of RFT Description
398
210
2
1
1
1
1
Miscellaneous (Reasons were notated on the actual file)
Failure To Recertify
Unauthorized Occupant
No notarized zero income form
Serious Lease Violation
Tenant HQS Final Fails
Violent Criminal Activity
RFT Description

FY25 Local Report

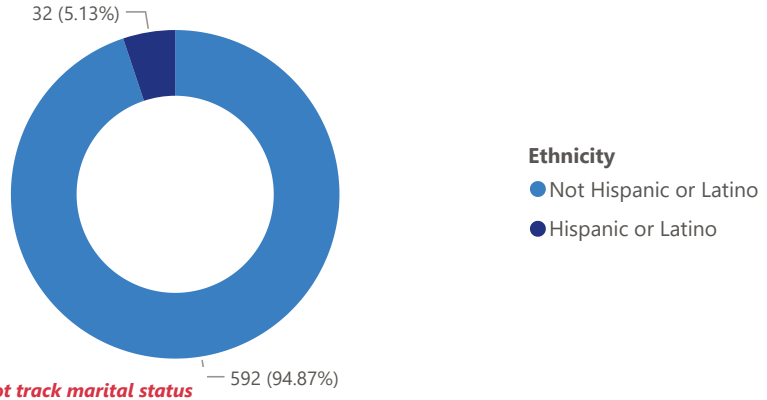
Count of Minors in Household by Minors in Household



Count by Gender

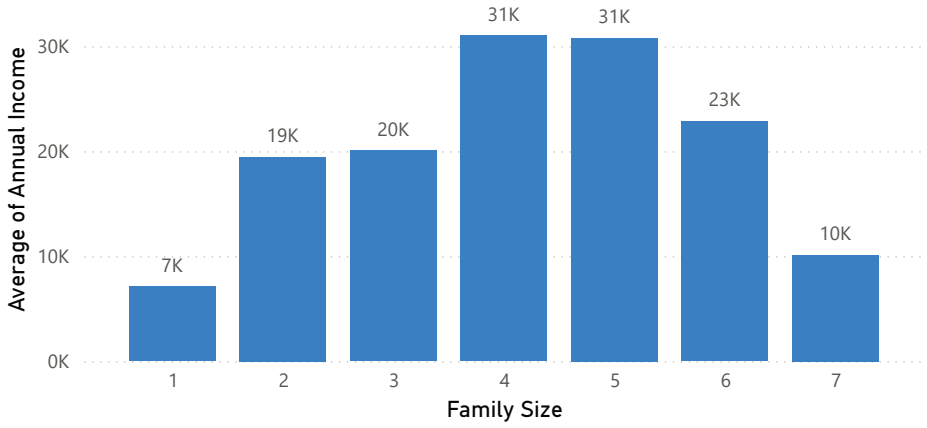


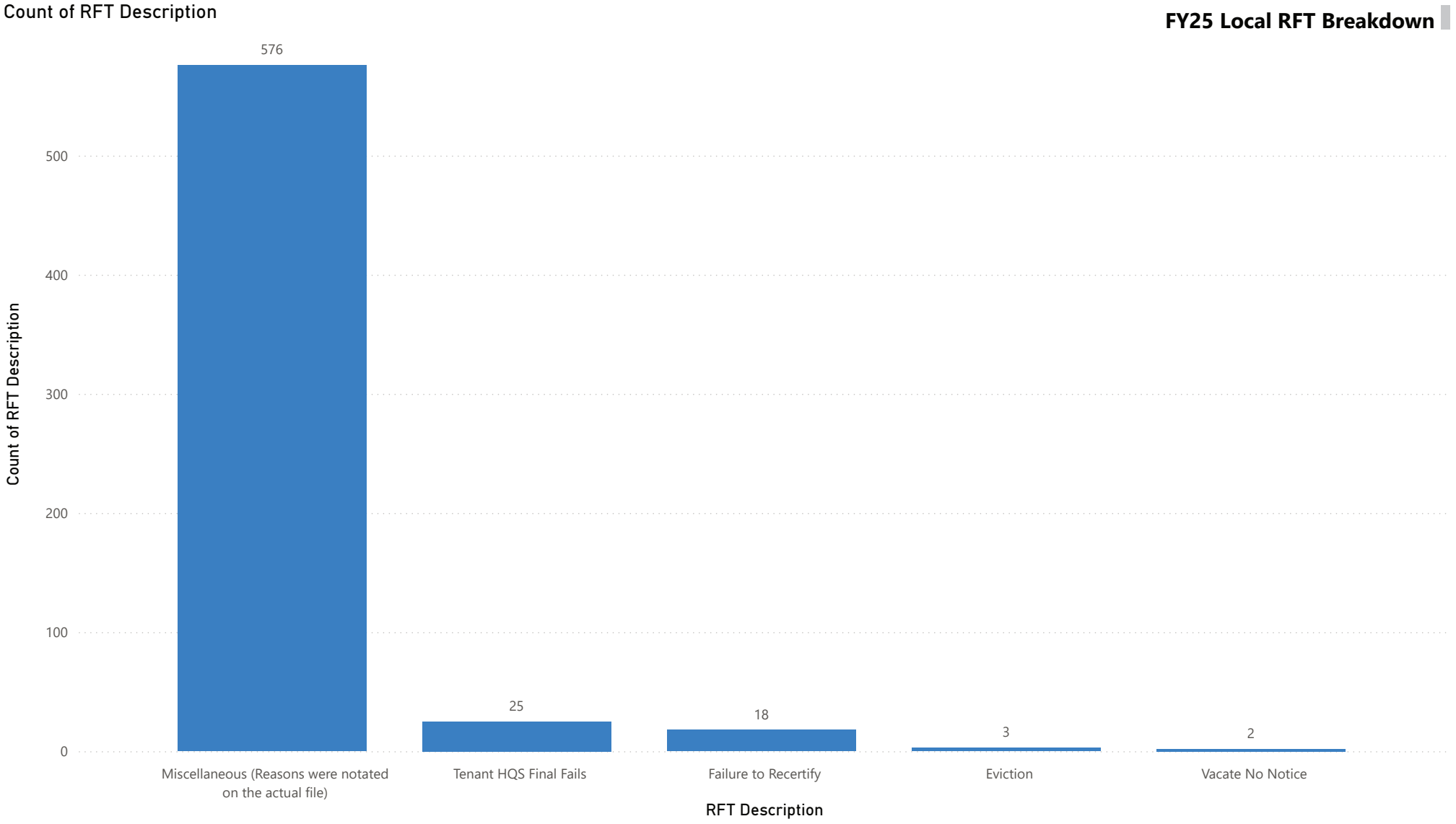
Count of Family Size by Ethnicity



Note: DCHA does not track marital status

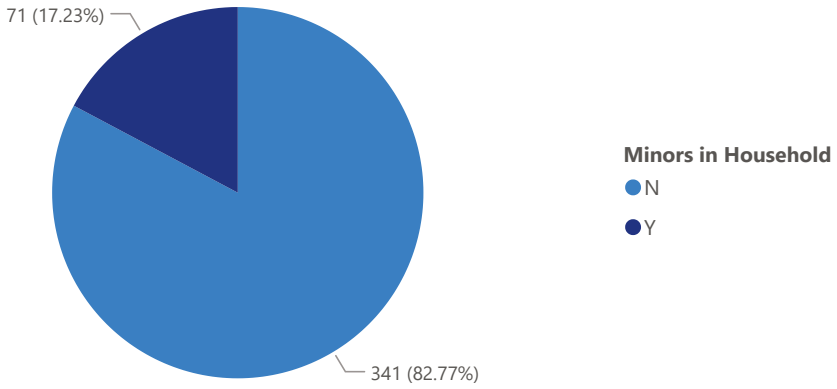
Average Income by Family Size



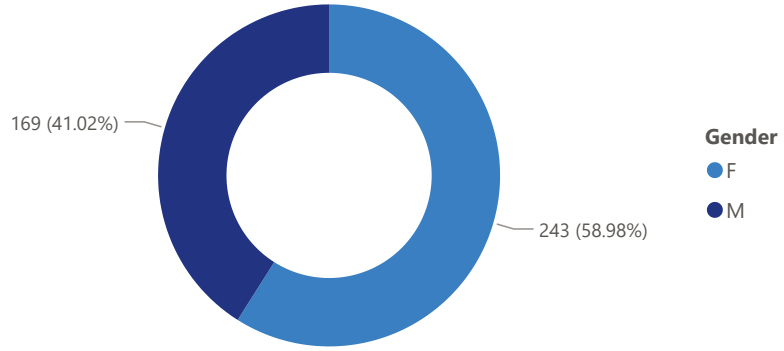

Count of RFT Description
FY25 Local RFT Breakdown
576
25
18
3
2
500
400
300
200
100
0
Count of RFT Description
Miscellaneous (Reasons were notated on the actual file)
Tenant HQS Final Fails
Failure to Recertify
Eviction
Vacate No Notice
RFT Description

FY26 Federal Report

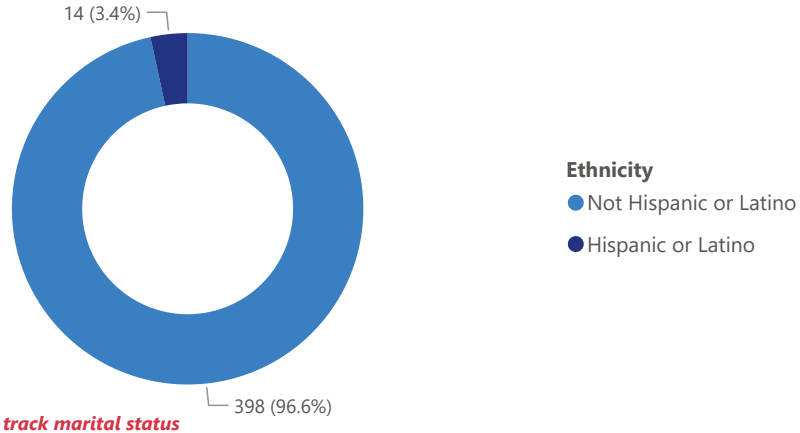
Count of Minors in Household by Minors in Household



Count by Gender

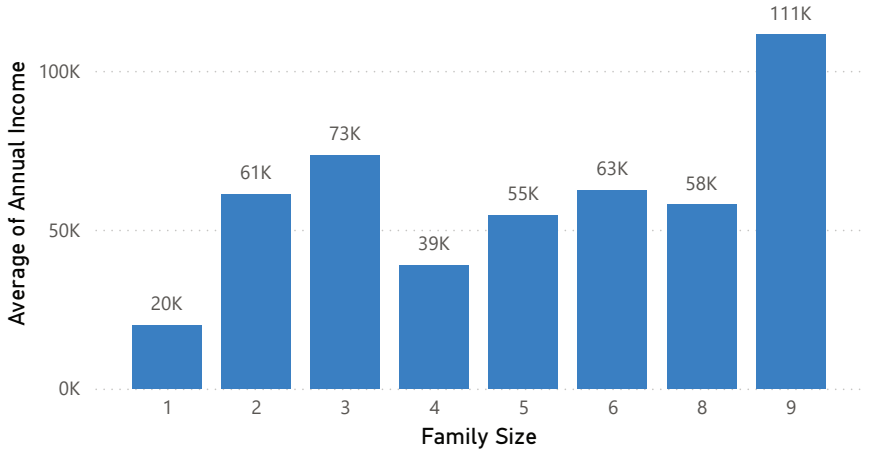


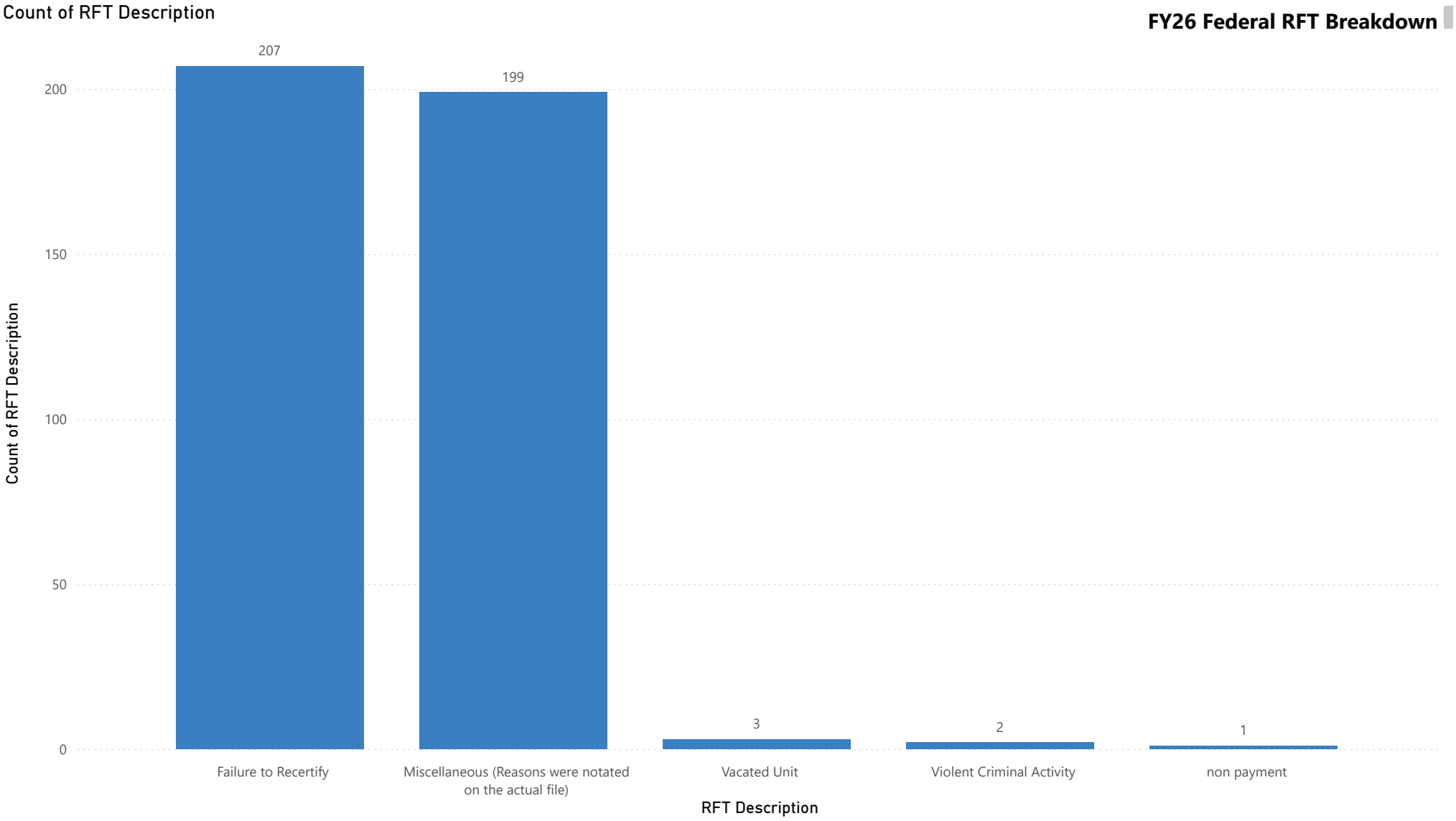
Family Size & Ethnicity



Note: DCHA does not track marital status

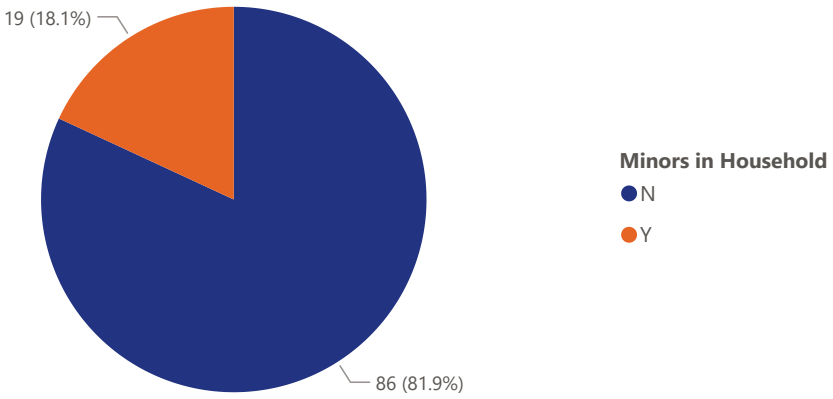
Average Income by Family Size



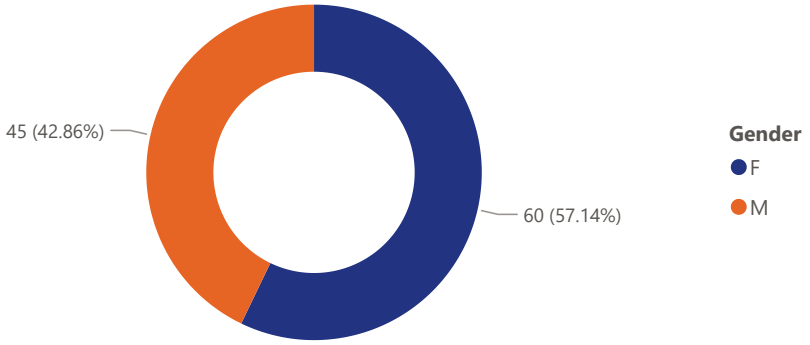

Count of RFT Description
FY26 Federal RFT Breakdown
207
199
3
2
1
200
150
100
50
0
Count of RFT Description
Failure to Recertify
Miscellaneous (Reasons were notated on the actual file)
Vacated Unit
Violent Criminal Activity
non payment
RFT Description

FY26 Local Report

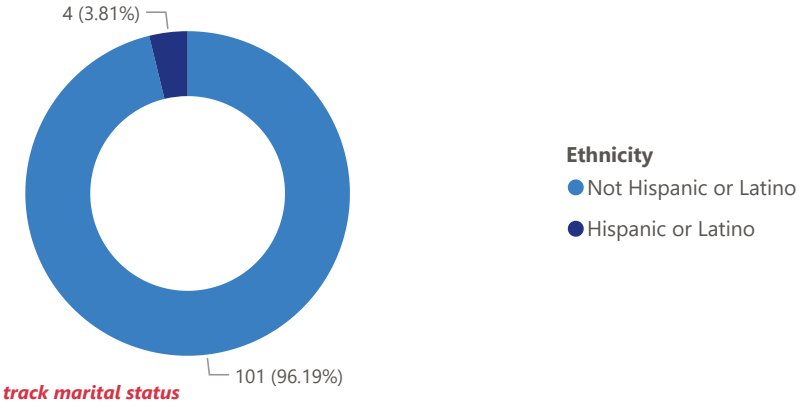
Count of Minors in Household by Minors in Household



Count by Gender

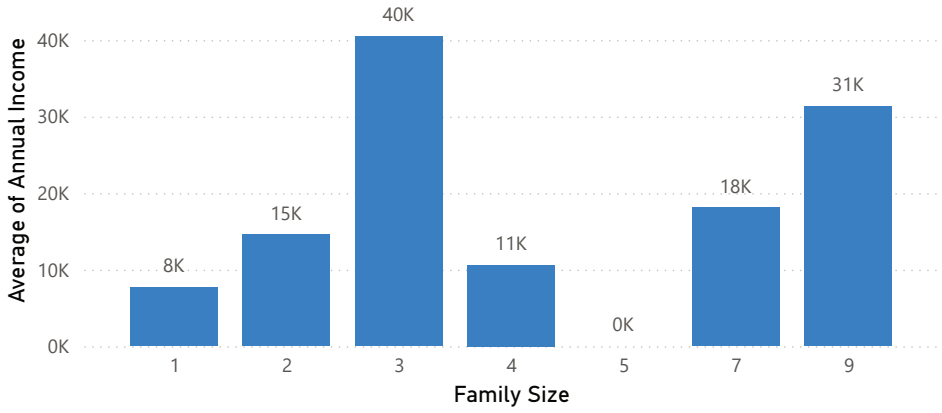


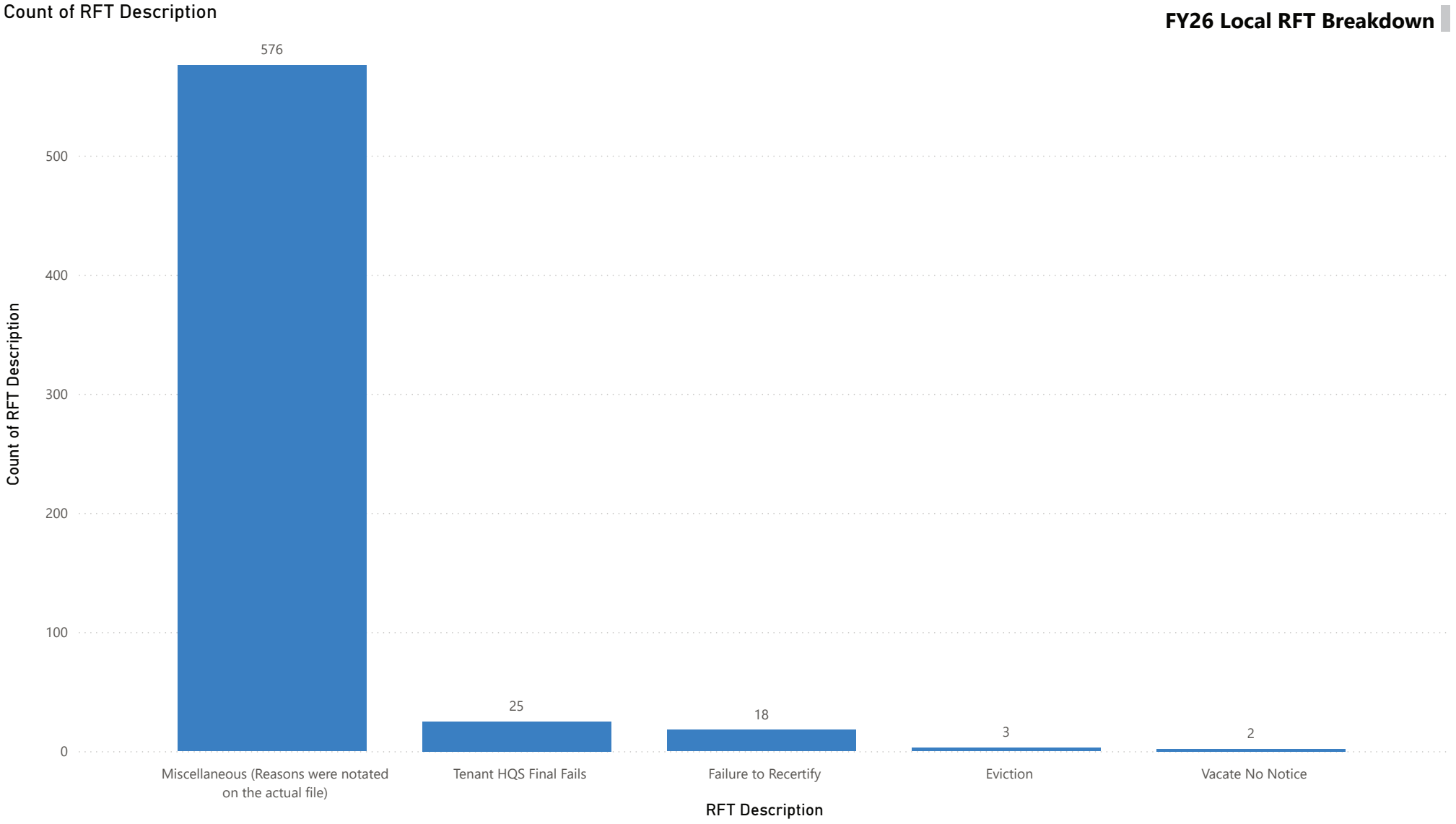
Family Size & Ethnicity



Note: DCHA does not track marital status

Average Income by Family Size




Count of RFT Description
FY26 Local RFT Breakdown
576
25
18
3
2
500
400
300
200
100
0
Count of RFT Description
Miscellaneous (Reasons were notated on the actual file)
Tenant HQS Final Fails
Failure to Recertify
Eviction
Vacate No Notice
RFT Description

FY25 Inspection Totals

Inspection Type	Federal	Local	Total
Annual	6,748	4,699	**11,447**
Complaint	502	343	**845**
Emergency	1	0	**1**
Initial	**5,560**	**3,782**	**9,342**
Management Review	1,705	10	**1,715**
OAC QC	0	0	**0**
QC	726	250	**976**
Reinspection	9,109	4,952	**14,061**
Special	2	0	**2**
Total FY25 Inspections	**24,353**	**14,036**	**38,389**

Intials Passed on First Attempt	3,628	2,835	**6,463**
Intials Passed on 2nd Attempt	1,237	744	**1,981**
Intials Passed on 3rd Attempt	19	11	**30**
Initials that passed at another time*	0	0	**0**
Initials Never Passed	676	192	**868**
Total Initial Inspections	**5,560**	**3,782**	**9,342**

*=preliminary count

FY26 Inspection Totals (to Date)

Inspection Type	Federal	Local	Total
Annual	1,617	1,104	**2,721**
Complaint	160	67	**227**
Emergency	0	0	**0**
Initial	**1,357**	**1,036**	**2,393**
Management Review	57	0	**57**
OAC QC	4	0	**4**
QC	364	168	**532**
Reinspection	2,246	1,212	**3,458**
Supervisor Quality Review	15	0	**15**
Total FY26 Inspections	**5,820**	**3,587**	**9,407**

Intials Passed on First Attempt	911	765	**1,676**
Intials Passed on 2nd Attempt	234	196	**430**
Intials Passed on 3rd Attempt	5	8	**13**
Initials that passed at another time	52	16	**68**
Initials Never Passed	155	51	**206**
Total Initial Inspections	**1,357**	**1,036**	**2,393**

Please provide an update on DCHA's coordination with the Child and Family Services Agency (CFSA) to administer Family Unification Program (FUP) vouchers. What, if any, changes has DCHA made to the administration of FUP vouchers in FY25 and FY26, to date, to decrease the time between FUP voucher application submission and lease up for youth aging out of foster care? To the extent possible, provide the following information or any equivalent data for FY25 and FY26 to date:

DCHA continues to meet on a monthly basis with the Child and Family Services Agency (CFSA) reviewing utilization reports and eligibility application concerns. The CFSA readily have access to the CVR portal where applications are submitted, reviewed, and processed. They can communicate directly with the assigned DCHA staff regarding outstanding documents, any needed application review extensions, statuses, and any urgent requests and needs as applicable.

a. The number of FUP voucher applications submitted to DCHA;

FUP Application Received from CFSA		
	FY25	**FY26 to DATE**
Application Received	**47**	**7**

b. The number of FUP vouchers issued;

FUP Vouchers Issued		
	FY25	**FY26 to DATE**
Total Number Vouchers Issued to FUP Applicants	**21**	**10**

c. The number of FUP voucher applicants found ineligible, broken down by basis;

FUP Applicant Deemed Ineligible		
	FY25	**FY26 to DATE**
Applicants Deemed Ineligible	**2**	**0**

One applicant was deemed ineligible due to being a household member already participating in a voucher program and the other applicant failed the criminal background check during the eligibility review.

d. The number of FUP recipients who leased up;

FUP Households Served		
	FY25	**FY26 to DATE**
Overall Households Served	**370**	**364**
Total New Households Added to Program	**23**	**5**

e. The number of FUP voucher applications currently available to match to eligible applicants; and

Currently CFSA has matched all FUP vouchers to an FUP family or youth and currently has 1 available voucher to match.

f. The average number of days for each step of the process (e.g., application submitted to DCHA; assigned to eligibility specialist for review; eligibility determination issued; briefing; voucher issuance; lease-up).

Average Processing Timeframes for FUP Applicants to become Participants	
Processing Timeframe	**Average Timeframes (in days)**
Application Received to Assigned	**6**
Assigned to Review	**78**
Review to Eligibility Decision	**18**
Eligible to Briefing	**42**
Briefing to Voucher Issuance	**<1**
Voucher Issuance to Leased Up	**109**

FY26 DCHA Performance Oversight

Q36: Please provide a breakdown by site of units removed from DCHA's public housing ACC total in FY 24 and FY 25. For each site, please list the number of removed units, the nature of the removal (demolition, Rental Assistance Demonstration conversion, etc.), and whether the units have been or will be replaced with other forms of affordable housing program units and when.

Property/Site	Date	FY	Units	Type	Details
Kenilworth Courts Phase 1 (Kenilworth 166)	May 2024	FY24	89	Section 18 Demolition / Disposition	In FY24, 89 ACC public housing units were demolished and disposed as part of Phase 1 of Kenilworth Courts redevelopment. Replacement housing was delivered through HUD's Restore-Rebuild (formerly Faircloth-to-RAD) process, with 101 PBV-assisted replacement units brought online at Kenilworth 166.
Benning Terrace	August 2024	FY24	2	Section 32 – Homeownership Units	In FY24, two single-family scattered site units that were grouped with Benning Terrace under its AMP were removed after the units were sold for homeownership purposes. The Quality Housing and Work Responsibility Act (QHWRA) permits PHAs, through Section 32 of the U.S. Housing Act of 1937, to make public housing dwelling units available for purchase by low-income families.
Henson Ridge Phase 1	January 2025	FY25	68	RAD/Section 18 Blend – PBV Conversion	In FY25, 68 ACC public housing units were removed through a RAD/Section 18 blend and converted one-for-one to PBV assisted units as part of the 124 total unit mixed-finance Henson Ridge Phase 1 development.
Capper Senior I	January 2025	FY25	162	RAD/Section 18 Blend – PBV Conversion	In FY25, 162 ACC public housing units were removed through a RAD/Section 18 blend and converted one-for-one to PBV assisted units at Capper Senior I.
Capital Gateway	June 2025	FY25	1	Administrative Correction	In FY25, a correction was made in HUD's Public Housing Inventory (PIC) system to reflect the correct number of ACC units (61) at Capital Gateway, per the regulatory and operating agreement for the property.
TOTAL			322		

Property	Address	Ward	Year Built	Total Units	0 BDR	1 BDR	2 BDR	3 BDR	4 BDR	5 BDR	6 BDR	# of Mobility/504 Units	Occupied Units	HUD Approved Offline	HUD Approved Demo/Disp	Vacant Units	Upcoming HUD Submissions	% Occupied	Substantial Renovations
4800 Nannie Helen Burroughs **	4800 Nannie Helen Buroughs Ave NE Washington, DC 20019	7	2013	23	0	6	13	4	0	0	0	70	20	0	0	3		87%	
Barry Farm Dwellings (pending redevelopment)		8		39	0	0	14	16	8	1	0		0	39	0	0		0%	
Benning Terrace	4450 G St., SE Washington, DC 20019	7	1960	274	0	0	47	177	25	25	0	15	154	1	0	119	86	56%	Current Rehab project - 78 townhomes and 91 walk-up units
Capitol Gateway **	201 58th Street NE Washington, DC 20019	7	2004	61	0	14	6	40	1	0	0	9	54	0	0	7		89%	
Capitol Quarter Townhomes **	900 5th Street SE Washington, DC 20003	8	2008	86	0	0	17	51	18	0	0	7	83	0	0	3		97%	
Capper Senior II (400 M) **	410 M Street SE Washington, DC 20003	8	2007	139	0	135	4	0	0	0	0	20	130	0	0	9		94%	
Carroll Apts.	400 M St SE, Washington, DC 20003	8	1964	60	0	60	0	0	0	0	0	10	58	0	0	2		97%	Elevator Replacement - 2024
City View Apartments **	2850 DouglassPL SE Washington, DC 20020	8	2019	30	0	15	15	0	0	0	0	2	30	0	0	0		100%	
Claridge Towers	1221 M ST NW Washington, DC 20009	2	1967	343	285	58	0	0	0	0	0	23	212	115	0	16	50	93%	unit rehabs/community space upgraded, upcoming corridor/unit door
Edgewood Senior **	635 Edgewood Street NE Washington, DC 20017	5	1973	89	0	89	0	0	0	0	0	5	80	0	0	9		90%	
Elvans Road	2440-2458 ½ Elvans Road SE Washington, DC 20020	8	1986	20	0	0	0	13	5	2	0		7	8	0	5		58%	
Fort Lincoln	3400 Banneker Drive, NE Washington, DC 20018	5	1971	120	96	24	0	0	0	0	0	6	105	7	0	8		93%	unit rehabs
Ft.Dupont Addition	155 Ridge Road, SE Washington, DC 20019	7	1962	19	0	0	0	19	0	0	0		1	0	0	18	19	5%	Redevelopment efforts
Ft.Dupont Dwelling	155 Ridge Road, SE Washngton, DC 20019	7	1940	104	2	35	49	18	0	0	0		85	0	0	19		82%	unit rehabs
Garfield Terrace Family (pending redevelopment)	2302 11th St. NW Washington, DC 20001	1	1965	50	0	0	4	38	8	0	0	2	0	43	0	7		0%	
Garfield Terrace Senior	2301 11th St. NW Washington, DC 20001	1	1965	228	0	227	1	0	0	0	0	22	153	10	0	65		70%	Elevator Replacement - 2024/ Boiler/Water Heater replacement ongoing
Gibson Plaza **	1301 7th Street NW Washington, DC 20001	2	1972	53	2	10	39	2	0	0	0	3	50	0	0	3		94%	
Glenncrest **	3600 B St SE Washington, DC 20019	7	2006	61	0	5	1	55	0	0	0	8	57	0	0	4		93%	
Greenleaf Addition	203 N St., SW Washington, DC 20024	6	1959	32	0	0	24	3	5	0	0		3	0	29	0	24	100%	
Greenleaf Extension	203 N St., SW Washington, DC 20024	6	1959	4	0	0	0	0	0	4	0		3	0	1	0		100%	
Greenleaf Gardens	203 N St., SW Washington, DC 20024	6	1959	242	0	7	98	80	0	19	0	21	160	0	76	6	40	96%	corridor project replacing doors and painting hallways/ community space upgraded/unit rehabs
Greenleaf Senior	1200 Deleware St SW Washington, DC 20024	6	1959	215	0	58	157	0	0	0	0	17	115	0	92	8		93%	unit rehabs/community space upgraded
Harvard Towers	1845 Harvard St. NW Washington, DC 20009	1	1961	193	177	16	0	0	0	0	0	22	129	12	0	52		71%	unit rehabs
Highland Additions	914 Wahler Place, SE Washington, DC 20032	8	1954	118	0	0	0	112	0	2	0		84	0	0	34		71%	12 gut rehab units completed in 24
Highland Dwellings **	656 Atlantic Street SE Washington, DC 20032	8		212	0	51	79	51	6	10	11	5	179	1	0	32		85%	
Hopkins Apts.	1000 12th St., SE, Washington, DC 20003	6	1960	158	0	0	107	49	0	0	0	4	78	74	0	6		93%	elevator project - replacement/New building entry doors
Horizon House	1150 12TH ST NW Washington, DC 20009	2	1964	107	80	27	0	0	0	0	0	16	88	0	19	0		100%	Scheduled roof replacement
Horizon House ADA	1150 12TH ST NW Washington, DC 20009	2	1964	19	1	5	13	0	0	0	0	19	17	0	2	0		100%	Scheduled roof replacement
James Apartments	1425 N. St. NW Washington, DC 20005	2	1960	141	88	53	0	0	0	0	0	9	100	32	0	9		92%	unit rehab / garage and rear parking lot upgrades
James Creek	1265 Half St. SW Washington, DC 20024	6	1942	242	1	45	147	15	26	4	3	1	196	39	0	7		97%	Current electrcial panel and service feed upgrade project underway
Judiciary House	461 H St., NW Washington, DC 20001	2	1968	263	138	122	2	0	0	0	0	22	137	102	0	24		85%	ongoing gut rehab of units
Kelly Miller	2125 4th St. NW Washington, DC 20001	1	1941	160	17	33	85	25	0	0	0		118	0	0	42		74%	community space rehab Walk-up buildings received new roofs
Kenilworth	4500 Quarles St., NE Washinton, DC 20019	7	1959	201	0	0	100	42	40	18	0		130	0	47	24		84%	unit rehabs for the townhomes located on Pond St & Anacostia
Kentucky Court Condos **	245 14th Street SE Unit A Washington, DC 20003	6	2003	12	0	0	6	6	0	0	0	2	12	0	0	0		100%	
Kentucky Courts	340 13th St., SE Washington, DC 20003	6	1979	118	0	113	5	0	0	0	0		105	0	0	13		89%	unit rehabs
Knox Hill	2700 Jasper St., SE Washington, DC 20020	8	1987	122	0	122	0	0	0	0	0	7	113	7	0	2		98%	unit rehabs/community space upgraded
Langston Additions	2101 G St. NE Washington, DC 20002	5	1965	35	0	0	0	26	9	0	0		28	6	1	0	14	100%	ongoing gut rehab for units - 2021 - current
Langston Terrace	2101 G St. NE Washington, DC 20002	5	1938	274	0	180	88	6	0	0	0		167	0	107	0	27	100%	ongoing unit rehab/New roofs/New walk-up enrty doors
LeDroit Apts.	2125 4th St. NW Washington, DC 20001	1	1965	124	0	106	0	18	0	0	0	6	116	3	0	5		96%	Elevator Replacement - 2024; new roof; courtyard improvements; new windows installed
Lincoln Heights	400 50th St., NE Washington, DC 20019	7	1945	407	0	57	213	101	36	0	0		203	0	203	1		100%	unit rehabs
Lincoln Road	11 R St NE, Washington, DC 20002	5	1900	20	0	6	14	0	0	0	0		12	6	0	2		86%	Fire escape replaced 24
Marley Ridge	4450 G Street SE Washington, DC 20019	7	1958	9	0	7	2	0	0	0	0		8	0	0	1		89%	unit rehabs
Metro Towns (Pollin Parkside) **	3613 Hayes St., NE Washington, DC 20019	7	2002	42	0	10	24	8	0	0	0	4	40	0	0	2		95%	
Montana Terrace	1625 Montana Ave., NE Washington, DC 20018	5	1965	66	1	0	15	26	24	0	0	3	59	6	0	1		98%	unit rehabs
Ontario Road	2422 Ontario Road, NW Washington, DC 20009	1	1926	13	0	6	6	1	0	0	0		8	2	0	3		73%	
Oxford Manor **	2607 Bowen Road SE Washington, DC 20020	8	1965	30	0	8	22	0	0	0	0	6	29	0	0	1		97%	
Park Morton (redevelopment)	617 Morton St. NW Washington, DC 20010	1	1960	130	0	15	115	0	0	0	0	1	0	14	116	0	15	N/A	
Phyllis Wheatley YWCA **	901 Rhode Island Ave NW Washington, DC 20001	2	1919	76	76	0	0	0	0	0	0	14	60	0	0	16		79%	
Potomac Gardens Family/Senior	1225 G St., SE, Washington, DC 20003	6	1967/1968	352	0	144	64	141	0	0	0	46	225	0	124	3	79	99%	Elevator Replacement, Camera system upgrades,New walk-up entry doors

Property	Address	Ward	Year Built	Total Units	0 BDR	1 BDR	2 BDR	3 BDR	4 BDR	5 BDR	6 BDR	# of Mobility/504 Units	Occupied Units	HUD Approved Offline	HUD Approved Demo/Disp	Vacant Units	Upcoming HUD Submissions	% Occupied	Substantial Renovations
Regency House	5201 Connecticut Ave NW Washington, DC 20008	3	1964	160	123	36	1	0	0	0	0	14	124	7	0	29		81%	Upcoming Corridor Project and Roof Replacement
Residences at Hayes **	5201 Hayes Street NE Washington, DC 20019	7	2018	50	0	1	18	28	3	0	0	9	49	0	0	1		98%	
Richardson Dwellings	325 53rd Street N.E. Washington, DC 20019	7	1953	191	0	0	47	80	19	24	0		56	0	135	0		100%	unit rehabs/community space upgraded
Sheridan Station I **	2516 Sheridan Road SE Washington, DC 20020	8	2011	45	0	22	17	6	0	0	0	16	39	0	0	6		87%	
Sheridan Station III **	2516 Sheridan Road SE Washington, DC 20020	8	2015	65	0	0	56	9	0	0	0	6	60	0	0	5		92%	
Sibley Plaza	1140 North Capitol Street, NW, Washington, DC 20002	6	1968	224	0	145	78	0	0	0	0	24	136	79	0	9		94%	Upcoming Corridor Project; community space upgraded; unit rehabs
Sibley Townhomes (redevelopment)	1140 North Capitol Street, NW, Washington, DC 20002	6	1968	22	0	0	0	0	22	0	0		0	0	22	0		0%	Redevelopment efforts
St. Martin **	116 T Street NE Washington, DC 20002	5	2010	51	0	50	1	0	0	0	0	8	41	0	0	10		80%	
Stoddert Terrace	155 Ridge Road, SE Washington, DC 20019	7	1960	158	0	0	8	57	65	28	0		112	0	0	46	51	71%	unit rehabs
Sursum Corda (redevelopment)	1140 North Capitol Street, NW, Washington DC 20002	6	1968	28	0	0	0	3	22	0	3		0	0	28	0		N/A	Redevelopment efforts
Syphax Gardens	1501 Half St. SW Washington, DC 20024	6	1960	174	0	0	126	46	0	0	0		91	66	0	17	67	84%	ongoing unit rehabs, Unit heating convector replacement project underway New walk-up entry doors
The Avenue **	3506 Georgia Ave NW Washington, DC 20010	1	2012	27	0	21	6	0	0	0	0	2	20	0	0	7		74%	
The Bixby at Capitol Quarter **	601 L Street SE Washington, DC 20003	8	2016	39	2	19	3	10	5	0	0	30	36	0	0	3		92%	
The Villager	3810 Southern Ave, SE Washington, DC 20020	7	1980	20	0	6	14	0	0	0	0		6	0	0	14		30%	
Triangle View **	3600 B St SE Washington, DC 20019	7		76	0	76	0	0	0	0	0	7	67	0	0	9		88%	
Victory Square Senior **	600 Barnes Street NE Washington, DC 20019	7	2012	36	0	36	0	0	0	0	0		34	0	0	2		94%	
Wade Apartments (remove from inventory)		8		5	0	0	0	4	1	0	0		0	0	5	0		0%	
Wheeler Creek Family **	900 Varney Street SE Washington, DC 20032	8	2003	48	0	10	17	18	3	0	0	4	45	0	0	3		94%	
Wheeler Creek Senior **	900 Varney Street SE Washington, DC 20032	8	2003	100	0	100	0	0	0	0	0	10	99	0	0	1		99%	
Woodland Terrace	2312 Ainger Pl., SE Washington, DC 20020	8	1964	234	0	36	42	78	39	26	13		150	0	0	84	87	64%	ongoing unit rehab
** mixed finance development***																			

UNIFORM FEDERAL ACCESSIBILITY STANDARD UNITS

Deprogrammed or Repair Make Ready	41
Vacant	73
Occupied	359
Total	**473**

DEPROGRAMMED OR REPAIR MAKE READY

Harvard Towers	**5 UNITS**
Horizon House	**5 UNITS**
Carroll Apartments	**1 UNIT**
Claridge Towers	**1 UNIT**
Sibley Plaza	**1 UNIT**
Garfield Terrace	**3 UNITS**
Horizon House	**1 UNIT**
Judiciary House	**4 UNITS**
Lincoln Heights	**2 UNIT**
Potomac Gardens	**1 UNIT**
Sibley Plaza	**1 UNIT**
Wade Apartments	**1 UNIT**
Greenleaf Gardens	**3 UNITS**
Greenleaf Senior Apts	**1 UNIT**
Highland Dwellings	**4 UNIT**
Kenilworth Courts	**6 UNITS**
Sheridan Station	**1 UNIT**
Total	**41 UNITS**

VACANT

Claridge Towers	**5 UNITS**
Horizon House	**4 UNITS**
Regency House	**9 UNITS**
Carroll Apartments	**3 UNITS**
Edgewood Terrace	**2 UNITS**
Fort Lincoln	**2 UNITS**
Garfield Terrace Sr	**3 UNITS**
Knox Hill	**3 UNITS**
Potomac Gardens	**11 UNITS**

Sheridan Station	**2 UNIT**
Sibley Plaza	**1 UNIT**
Benning Terrace	**6 UNITS**
Greenleaf Gardens	**4 UNITS**
Greenleaf Senior	**3 UNITS**
Hopkins Apartments	**2UNIT**
Lincoln Heights	**1 UNIT**
Montana Terrace	**1 UNIT**
Garfield Terrace	**2 UNIT**
Langston Addition	**1 UNIT**
Stoddert Terrace	**1 UNIT**
Kenilworth Courts	**7 UNITS**
Total	**73 UNITS**

OCCUPIED

Capper Sr (400 M)	**10 UNITS**
Benning Terrace	**10 UNITS**
Bixby	**1 UNIT**
Capital Gateway	**9 UNITS**
Capital Quarter THs	**20 UNITS**
Carroll Apartments	**6 UNITS**
City View Apartments	**1 UNIT**
Claridge Towers	**17 UNITS**
Triangle View	**7 UNITS**
Edgewood Terrace	**2 UNITS**
Fort Lincoln	**4 UNITS**
Garfield Terrace	**16 UNITS**
Glenncrest	**18 UNITS**
Greenleaf Gardens	**15 UNITS**
Greenleaf Senior	**13 UNITS**
Harvard Towers	**18 UNITS**
Highland Dwellings	**2 UNITS**
Hopkins Apartments	**3 UNITS**
Horizon House	**22 UNITS**
James Apartments	**9 UNITS**
James Creek	**1 UNIT**
Judiciary House	**18 UNITS**
Kenilworth Courts	**1 UNITS**

Kentucky Courts	**2 UNITS**
Knox Hill	**4 UNITS**
Langston Additions	**1 UNIT**
LeDroit Apartments	**6 UNITS**
Metro Towns (Pollin Parkside)	**2 UNITS**
Montana Terrace	**6 UNITS**
4800 Nannie Helen Burroughs	**1 UNIT**
Oxford Manor	**2 UNITS**
Potomac Gardens	**34 UNITS**
Regency House	**10 UNITS**
Sheridan Station	**20 UNITS**
Sibley Plaza	**19 UNITS**
Stoddert Terrace	**5 UNITS**
The Avenue	**3 UNITS**
Residences at Hayes	**3 UNITS**
Victory Square	**4 UNITS**
Wheeler Creek	**14 UNITS**
Total	**359**

Property Name	Total Number of HHMs	Member Age (Minors)	Member Age (Adults)	Member Age (Seniors)	Race (Black)	Race (AmerInd /Alaska)	Race (Asian)	Race (White)	Race (Multiple)	Race (Unknown)	Gender (F)	Gender (M)	Ethnicity (Hispanic)	Ethnicity (Not-Hispanic)	Ethnicity (Unknown)
Benning Terrace	533	243	270	20	500	6	1	3	0	23	316	217	6	498	29
Carroll Apartments	50	0	21	29	49	0	0	1	0	0	29	21	1	49	0
Claridge Towers	211	0	84	127	204	0	0	3	0	4	86	125	6	205	0
Elvans Road	15	5	10	0	15	0	0	0	0	0	8	7	0	15	0
Fort Dupont Addition	2	0	1	1	2	0	0	0	0	0	1	1	0	2	0
Fort Dupont Dwellings	165	42	93	30	152	0	0	0	0	13	105	60	1	155	9
Fort Lincoln	101	0	44	57	98	0	0	1	2	0	36	65	1	100	0
Garfield Terrace Family	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Garfield Terrace Senior	169	0	65	104	161	0	1	5	1	1	90	79	7	160	2
Greenleaf Addition	8	1	7	0	8	0	0	0	0	0	4	4	0	7	1
Greenleaf Extension	5	0	2	3	5	0	0	0	0	0	4	1	0	5	0
Greenleaf Gardens	424	111	262	51	399	2	3	7	0	13	268	156	6	389	29
Greenleaf Senior	182	14	79	89	171	0	0	7	0	4	115	67	9	170	3
Harvard Towers	133	0	44	89	127	2	1	2	0	1	41	92	5	128	0
Highland Addition	232	81	134	17	216	3	0	1	1	11	147	85	3	209	20
Hopkins Apartments	144	31	89	24	134	0	0	0	0	10	94	50	2	138	4
Horizon House	113	0	57	56	109	0	0	1	0	3	61	52	3	107	3
James Apartments	101	0	39	62	97	0	0	4	0	0	50	51	7	94	0
James Creek	424	112	243	69	403	2	0	7	1	11	290	134	10	407	7
Judiciary House	135	0	39	96	130	1	1	3	0	0	64	71	3	132	0
Kelly Miller	224	49	139	36	215	0	1	5	0	3	145	79	14	205	5
Kenilworth Courts	289	59	183	47	282	0	0	2	0	5	198	91	5	278	6
Kentucky Courts	109	0	55	54	109	0	0	0	0	0	74	35	1	108	0
Knox Hill	109	0	22	87	103	1	2	0	1	2	57	52	1	108	0
Langston Additions	119	49	63	7	115	0	0	0	0	4	72	47	1	115	3
Langston Terrace	210	21	116	73	205	0	0	2	0	3	122	88	7	198	5
Ledroit Apartments	152	16	63	73	144	1	0	4	0	3	86	66	8	143	1
Lincoln Heights	442	140	271	31	412	0	0	1	0	29	264	178	13	415	14
Lincoln Road	21	3	9	9	18	1	0	0	0	2	15	6	2	19	0
Montana Terrace	162	47	93	22	149	0	0	5	0	8	110	52	11	145	6
Ontario Road	9	1	6	2	9	0	0	0	0	0	6	3	1	8	0
Park Morton	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Potomac Gardens Fami	220	64	131	25	204	0	0	2	0	14	139	81	5	203	12
Potomac Gardens Senic	170	30	79	61	158	0	1	4	0	7	104	66	7	156	7
Regency House	124	0	44	80	113	1	0	10	0	0	57	67	7	117	0
Richardson Dwellings	197	58	123	16	175	0	0	3	1	18	128	69	5	174	18
Sibley Plaza	187	18	99	70	176	1	0	2	1	7	112	75	4	178	5
Sibley Townhomes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stoddert Terrace	366	138	190	38	327	0	0	11	0	28	222	144	16	330	20
Sursum Corda	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Syhpax Gardens	179	46	117	16	171	1	0	1	1	5	121	58	5	163	11
The Villager	7	0	7	0	7	0	0	0	0	0	4	3	0	7	0
Woodland Terrace	376	113	223	40	367	1	0	1	0	7	237	139	3	357	16
Overall Total	**6819**	**1492**	**3616**	**1711**	**6439**	**23**	**11**	**98**	**9**	**239**	**4082**	**2737**	**186**	**6397**	**236**

FY2025 Move Outs

Reason	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	TOTAL
Court Agreement	**0**	0	0	0	0	0	0	0	0	0	1	1	2
Deceased	11	3	10	10	7	8	7	8	7	12	5	11	99
Eviction - Abandoned	1	0	1	2	1	0	0	1	1	1	0	2	10
Eviction - Fightback	0	0	0	0	0	2	0	0	1	4	0	2	9
Eviction - Non-Payment of Rent	2	1	0	0	0	7	0	5	3	0	0	0	18
Eviction - Recertification	0	0	0	0	0	1	1	0	0	0	0	1	3
HCVP Voucher	8	11	21	17	11	15	13	14	10	10	7	5	142
LRSP Housing	0	0	0	0	0	0	2	1	4	1	0	2	10
New Community	0	1	1	0	1	0	2	1	3	2	0	0	11
Nursing Home	5	4	1	4	1	2	1	2	3	0	0	0	23
Project Based Housing	0	1	0	0	0	0	2	2	1	0	1	0	7
Purchased Locally	0	0	0	0	0	0	0	0	0	0	0	1	1
Purchased Out of State	0	1	0	0	0	0	0	0	0	0	0	0	1
RAD Site	0	0	1	0	1	0	0	0	0	0	0	0	2
Redevelopment	1	0	0	0	0	0	0	0	1	0	0	0	2
Rented Locally	8	17	10	5	11	7	14	11	13	13	11	8	128
Rented Out of State	0	1	1	0	1	0	0	0	0	0	0	3	6
Termination - Program Violation	0	0	0	0	0	0	1	0	0	1	0	0	2
Unknown	2	2	2	0	4	3	0	0	3	5	2	2	25
TOTAL	38	42	48	38	38	45	43	45	50	49	27	38	**501**

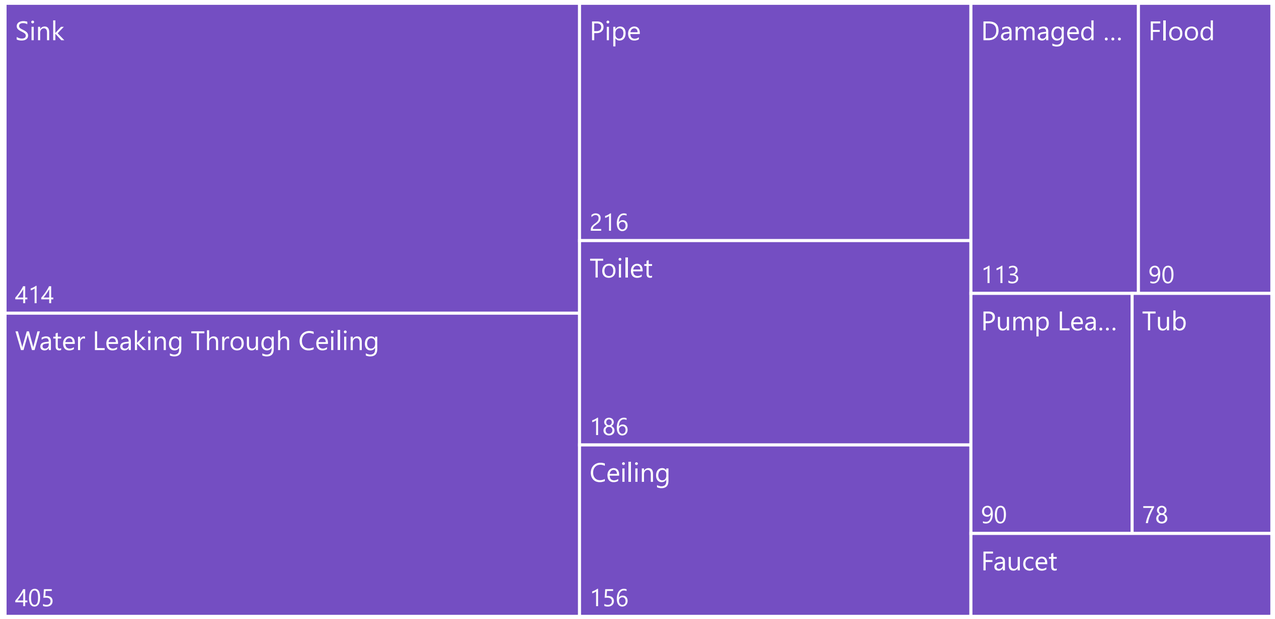
FY2026 Move Outs

Reason	25-Oct	25-Nov	25-Dec	TOTAL
Court Agreement	1	1	0	2
Deceased	7	3	1	11
Eviction - Abandoned	0	2	1	3
Eviction - Fightback	0	1	0	1
Eviction - Non Payment of Rent	0	0	0	0
Eviction - Recertification	0	0	0	0
HCVP Voucher	6	8	6	20
LRSP Housing	1	0	0	1
New Community	1	0	0	1
Nursing Home	2	0	0	2
Project Based Housing	1	0	1	2
Purchased Locally	0	0	0	0
Purchased Out of State	0	1	0	1
RAD Site	0	0	0	0
Redevelopment	0	3	2	5
Rented Locally	4	4	5	13
Rented Out of State	0	0	0	0
Termination - Program Violation	1	0	0	1
Unknown	5	5	2	12
TOTAL	29	28	18	**75**

Q39.DCHA(HY0) FY2026
Response to Pre Hearing
Questions

COMPLETE LEAK WORK ORDERS

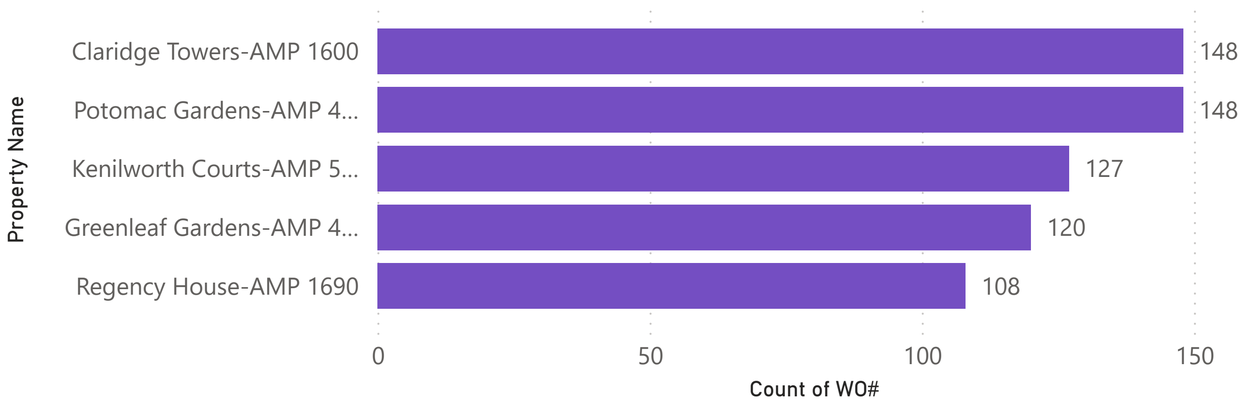
Top 10 Subcategories (count) for Complete Leak Work Orders



2326

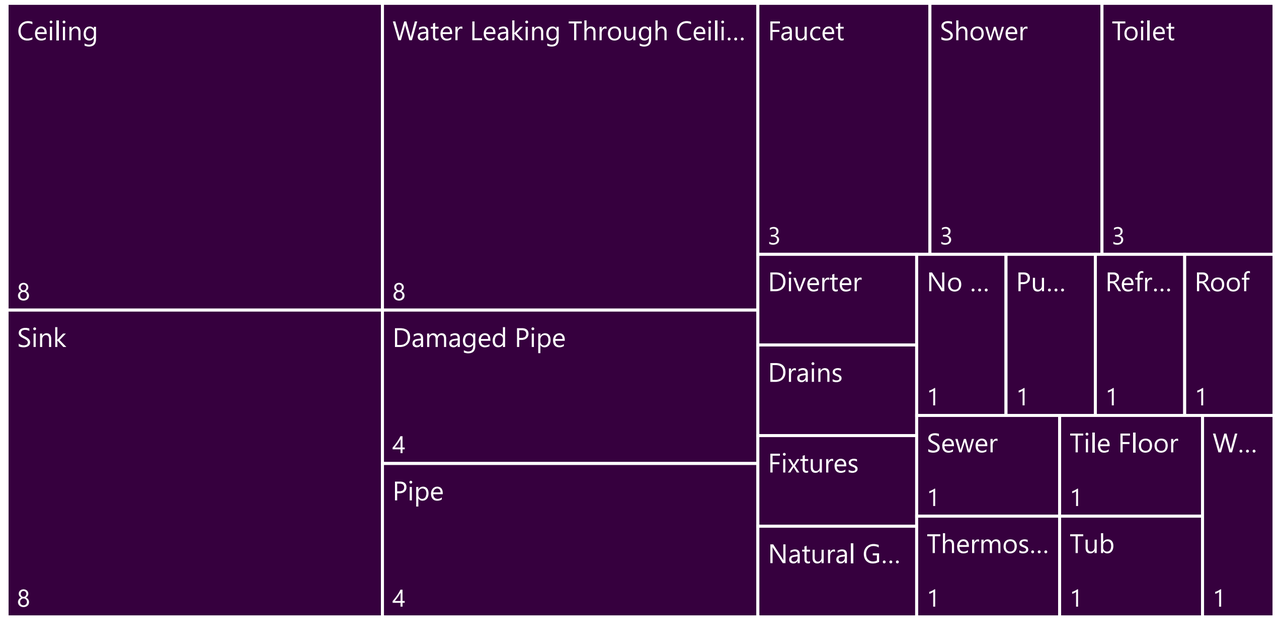
Leak-related Work Orders Completed

Properties with the highest count of Completed Leak Work Orders



OPEN LEAK WORK ORDERS

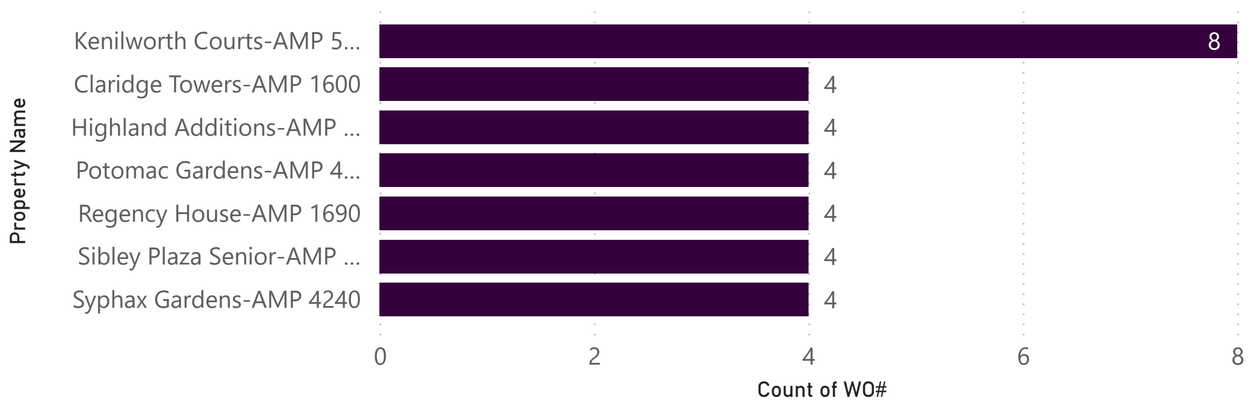
Top Subcategories (count) for Open Leak Work Orders



54

Open Leak-related Work Orders

Properties with the highest count of Open Leak Work Orders

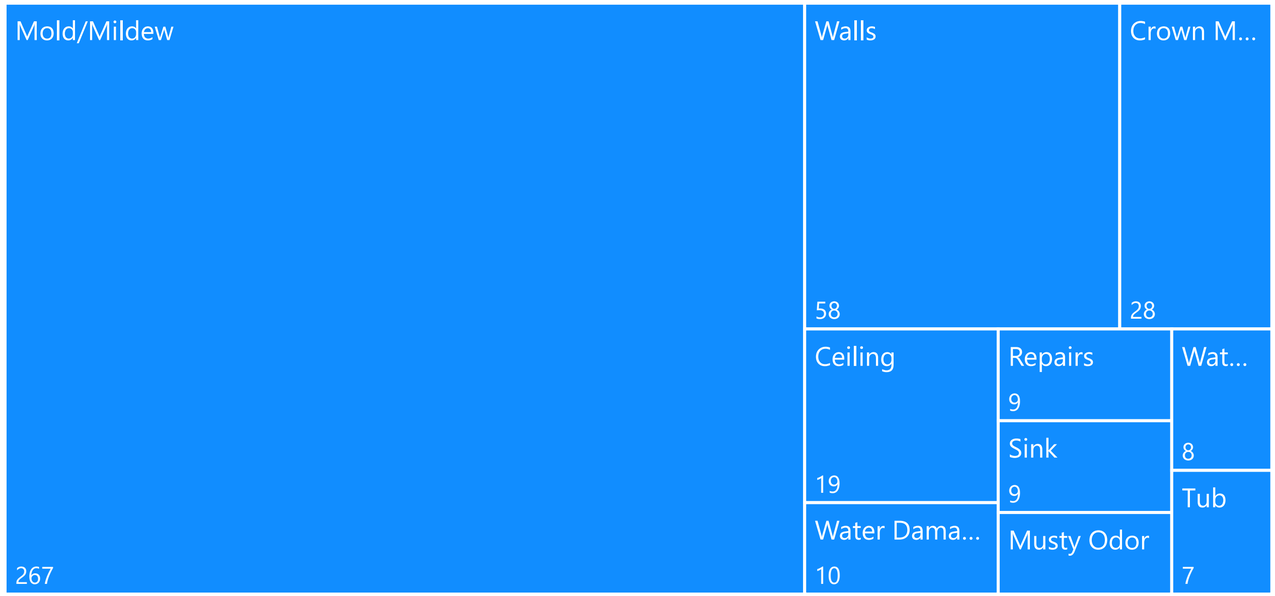


Q39.DCHA(HY0) FY2026 POH

Response to Pre Hearing Questions

COMPLETE MOLD WORK ORDERS

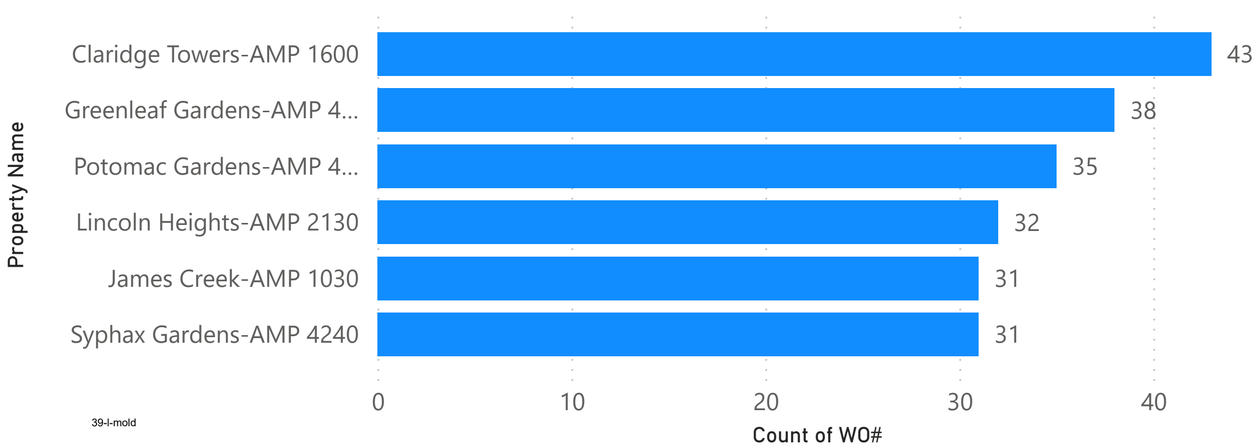
Top 10 Subcategories (count) for Complete Mold Work Orders



497

Mold-related Work Orders Completed

Properties with the highest count of Completed Mold Work Orders



39-I-mold

OPEN MOLD WORK ORDERS

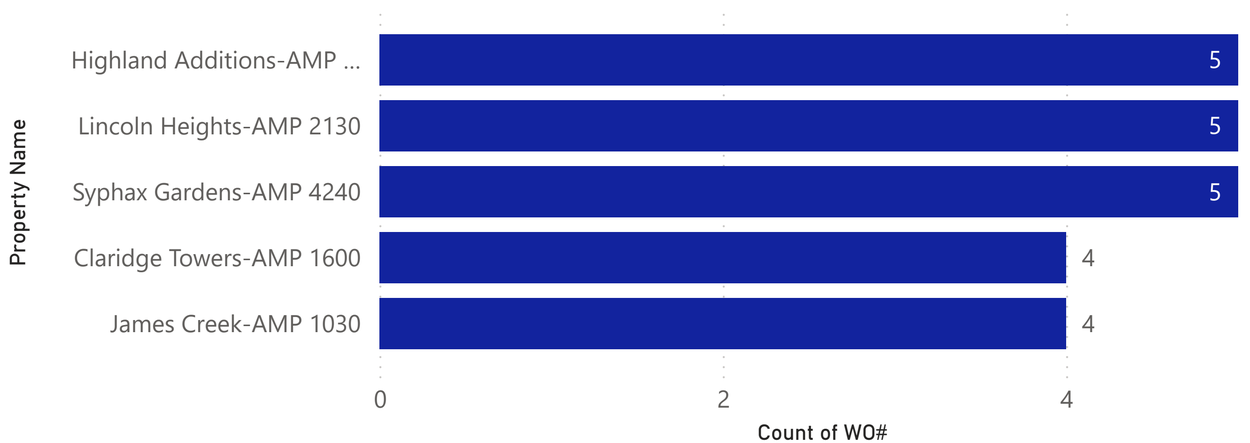
Subcategory Count for Open Mold Work Orders



43

Open Mold-related Work Orders

Properties with the highest count of Open Mold Work Orders

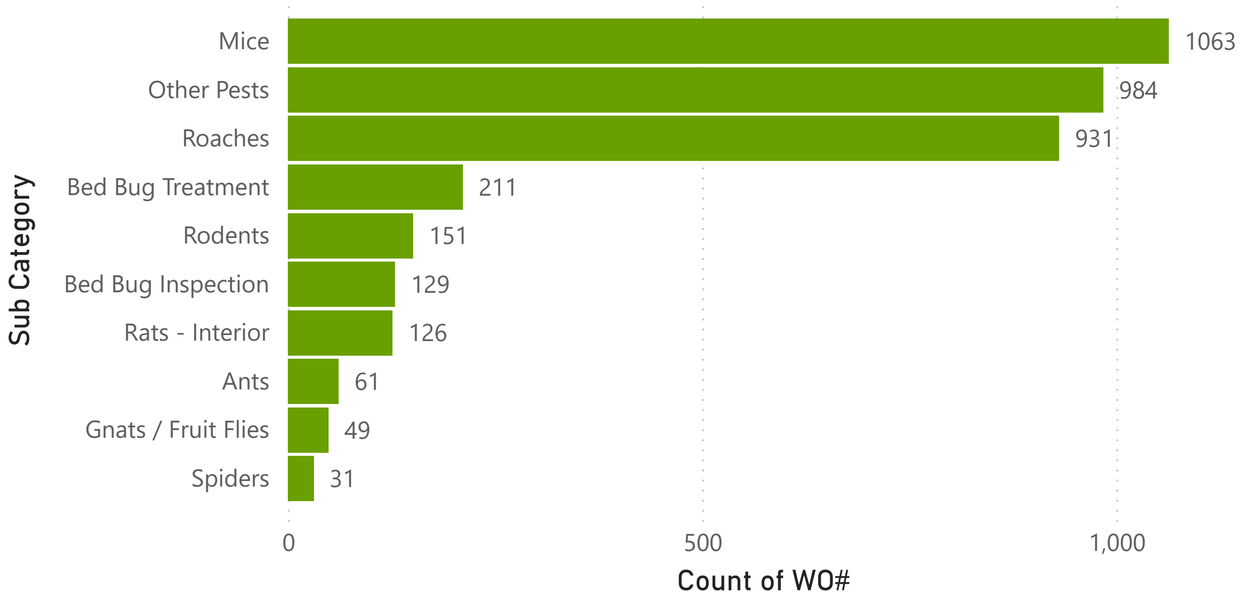


Q39.DCHA(HY0) FY2026 POH

Response to Pre Hearing Questions

COMPLETE PEST WORK ORDERS

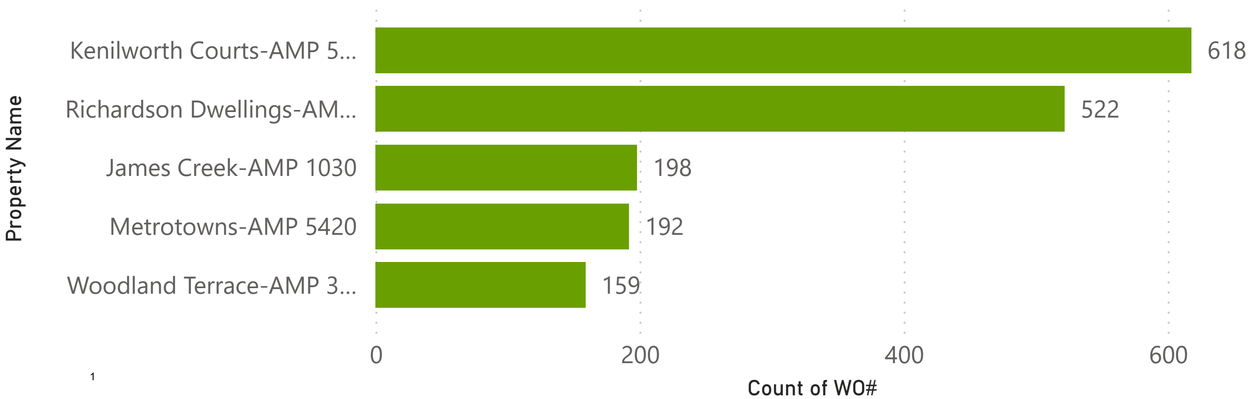
Top 10 Subcategories (count) for Complete Pest Work Orders



3790

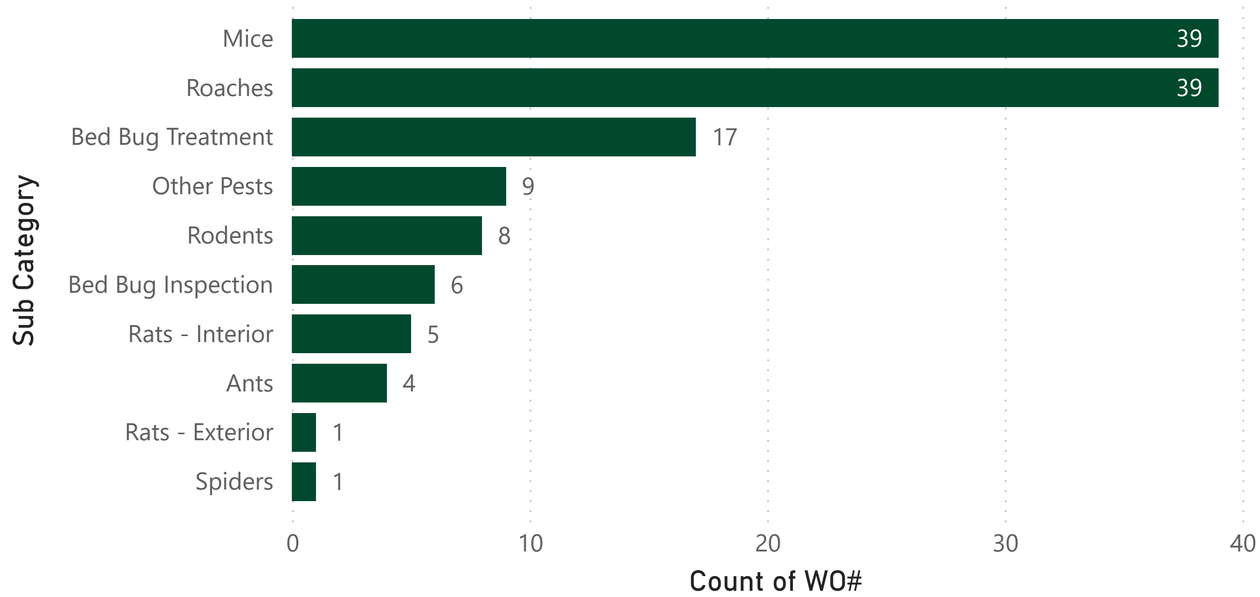
Pest-related Work Orders Completed

Properties with the highest count of Completed Pest Work Orders



OPEN PEST WORK ORDERS

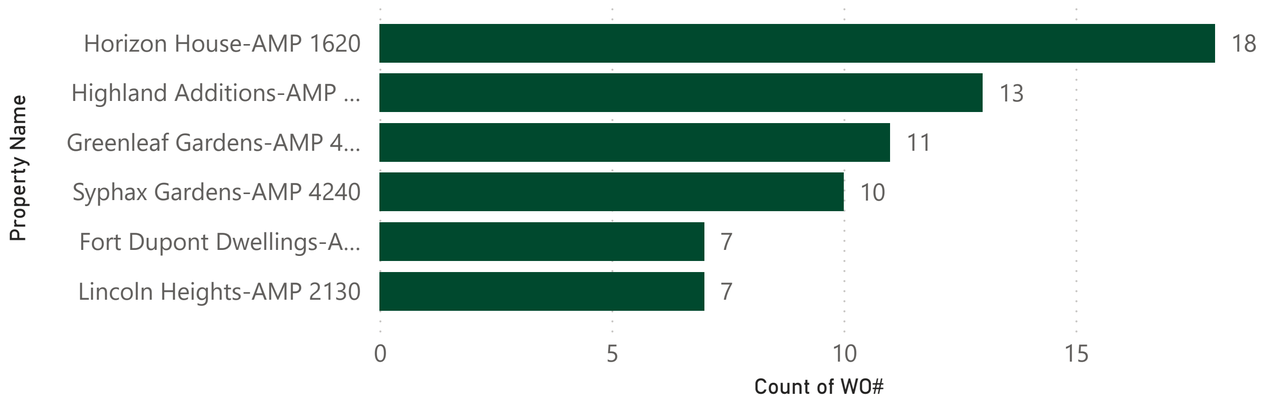
Top Subcategories (count) for Open Pest Work Orders



129

Open Pest-related Work Orders

Properties with the highest count of Open Pest Work Orders



FY25-FY26 Unit Rehab/Make Ready

Property Name	Cost Spent on Property	# of Units Turned	Contractors
Benning Terrace	$736,441.70	13	Capitol Services Management Inc., First Choice Masonry, OJ-ODD Jobs, INC
Carroll Apartments	$508,175.00	10	H.E.P Construction, Black Acre Corporation
Claridge Towers	$240,984.78	20	JL Terrell
Fort Lincoln Senior	$562,400.00	13	Black Acre Corporation
Fort Dupont Dwellings	$359,883.51	12	SanDow Construction, Capitol Services Management Inc.
Garfield Senior	$1,295,968.23	25	The Simmons Group LLC.; JL Terrell
Greenleaf Gardens	$18,000.00	2	Capitol Services Management Inc.
Greenleaf Senior	$189,576.00	11	Caudle Home Improvement
Harvard	$1,738,458.70	30	Capital Construction Group, Soil and Land Use Technology, Inc. (SaLUT), VIGIL Contracting INC
Hopkins Apartments	$1,552,702.15	30	JR Capital Build, DELKAN Group, First Choice Masonry
Horizon House	$261,902.22	7	MARJAM LLC, Paige Industrial Services Inc.
James Apartment	$898,287.45	26	MARJAM LLC, Paige Industrial Services Inc.
James Creek Apartments	$1,738,904.11	28	Kovias, Potomac Restoration, Inc., Trusted Advisory Group, LONCH (Business And Financial Solutions)
Kelly Miller Dwellings	$525,461.50	10	Mo Construction, Elle Management Partners, Discovery Construction LLC, LONCH (Business And Financial Solutions), VIGIL Contracting INC
Kenilworth Courts	$1,647,454.21	20	Mo Construction, Kovias
Kentucky Courts	$632,065.00	13	Black Acre Corporation, Capital Builders & Associates
Knox Hill	$967,860.00	15	Mo Construction
LeDroit Apartments	$94,112.00	3	LONCH (Business And Financial Solutions)
Lincoln Heights	$1,104,954.23	14	SanDow Construction, Caudle Home Improvement, Soil and Land Use Technology, Inc. (SaLUT)
Metro Town	$21,181.05	1	Paige Industrial Services Inc.
Montana Terrace	$991,562.96	12	Discovery Construction LLC, Mo Construction, Veterans Contractor Assistance Support Services
Potomac Gardens	$182,800.00	8	Soil and Land Use Technology, Inc. (SaLUT), The Simmons Group LLC.
Regency	$1,619,279.50	32	VIGIL Contracting INC
Richardson Dwellings	$376,700.00	6	H.E.P Construction
Sibley	$2,039,542.49	41	Kadcon, First Choice Masonry, One Kare Enterprise LLC
Stoddert Terrace	$833,297.91	23	Capitol Services Management Inc., Trusted Advisory Group, MARJAM LLC
Syphax Gardens	$2,675,744.74	48	Atmos Solutions, OJ-ODD Jobs, INC, Trusted Advisory Group
Woodland Terrace	$262,515.00	2	Elle Management Partners

FY25-FY26 Unit Rehab/Make Ready

Property Name	Cost Spent on Property	# of Units Turned	Contractors
Henson Ridge	$101,400.00	1	VIGIL Contracting INC
	$24,177,614.44	476	

Property Name	Cost Spent on Property	# of Units Turned	Contractors
Benning Terrace	$6,430.945.49	56	Micon, Padula
Garfield Senior	$1,521,972.98	20	TMG
Greenleaf Senior	$1,33,654.21	20	Padula
Harvard	$1,037,864.00	35	Padula
Highland Addition	$1,044,714.57	15	Micon
Hopkins Apartments	$866,202.83	11	Irreno
Judiciary	$4,687,205.18	42	Consys
Langston Terrace	$2,070,216.21	36	Irreno
Langston Addition	$2,369,828.74	20	Irreno
LeDroit Apartments	$2,320,723.57	8	TMG
Montana Terrace	$104,653.62	17	Mo Construction
Potomac Gardens	$874,056.31	12	Irreno
Regency	$1,525,226.01	15	Vigil
Richardson Dwellings	$1,756,455.02	6	Micon
Stoddert Terrace/Ft Dupont	$711,903.24	9	Micon, Padula
Syphax Gardens	$711,302.31	8	Centennial
Woodland Terrace	$3,251,317.14	23	Autmn
	$23,704,273.54	353	

CCD Projects	Costs	# of Units
CCD - DC Capital Projects Totals	$23,704,273.54	353
CCD - CF Project Totals	$24,177,614.44	476

Closed Work Order FY25

Priority	Undefined	Court Case	Emergency	Make Ready	NSPIRE Life-Threatening	NSPIRE Low	NSPIRE Moderate	NSPIRE Severe	Preventative Maint.	Routine	Urgent	Total
Property Name												
Benning Terrace-AMP 2220	4	1	558	59	28	48	22	25	13	1101	19	**1878**
CAPITAL GATEWAY-AMP 5230			1									**1**
CAPPER SENIOR II-AMP 5250										2		**2**
Carroll Apartments-AMP 3363		23	186	20	3	6	48			314	1	**601**
Claridge Towers-AMP 1600		5	961	11	14	17	55	18	244	875	23	**2223**
Colorado Apartments			37	24					1	44	1	**107**
Columbia Road		24	35	15					16	86		**176**
EDGEWOOD TERRACE-AMP 1460			1									**1**
Elvans Road-AMP 3850			62		19	15	80	1	14	73	2	**266**
Fort Dupont Addition-AMP 2230			15							14		**29**
Fort Dupont Dwellings-AMP 2230		5	269	15	4	2		2	9	597	33	**936**
Fort Lincoln-AMP 1640			275	31					91	484	2	**883**
Garfield Terrace-AMP 1370		2	509	16	13				4	740	11	**1295**
Greenleaf Addition-AMP 3363			13							15	2	**30**
Greenleaf Extension-AMP 3363			8							15		**23**
Greenleaf Gardens-AMP 4210		65	900	14		9	19	2	23	1125	49	**2206**
Greenleaf Senior-AMP 4210		15	527	26		3	15	1	4	570	5	**1166**
Harvard Towers-AMP 1680		5	449	14	14	8	73	21	54	491	27	**1156**
Highland Additions-AMP 3530	16		355	19	1	2	5		55	509	68	**1030**
Hopkins Apartments-AMP 3300		7	470	19		385	67	54	26	427	102	**1557**
Horizon House-AMP 1620		2	364	1	3	4	14	1	132	420	9	**950**
James Apartments-AMP 1700	1		299	11	3	16	32	2	4	613	5	**986**
James Creek-AMP 1030	7	18	728		59	30	179	41	80	1781	42	**2965**
Judiciary House-AMP 1650		2	492	12	23	9	29	23		571	74	**1235**
Kelly Miller Dwellings-AMP 1080	1	23	449	12	7	10	2	7	75	1004	7	**1597**
Kenilworth Courts-AMP 5190		7	577	2	67	46	138	7	184	2060	8	**3096**
Kentucky Courts-AMP 4361		19	393	29		8	10	1		528	7	**995**
Knox Hill-AMP 3361		3	438	21						484	8	**954**
Langston Addition-AMP 2400		7	121		2					169	1	**300**
Langston Terrace-AMP 2250		30	759	25	38	15	34	13	14	994	17	**1939**
Ledroit Apartments-AMP 1391	1		308			1			39	486	4	**839**
Lincoln Heights-AMP 2130	1	5	434	5	7	4	4	11	54	1075	37	**1637**
Lincoln Road-AMP 1290			59			9	9	3		72		**152**
Marigold, 2905 11th St.-AMP 1340			4									**4**
Marley Ridge-AMP 2220			20							75		**95**
Metrotowns-AMP 5420		19	115		4	4	22		40	557		**761**
Montana Terrace-AMP 1440		2	263	1	89	11	47	6	70	691	5	**1185**
Ontario Road-AMP 1290			20		1	10	2		1	42	2	**78**
Park Morton-AMP 1340			19						14	38		**71**
Potomac Gardens-AMP 4430		7	1420	13	28	10	96	23	15	1051	9	**2672**
Regency House-AMP 1690	3		642			2	14			473		**1134**
Richardson Dwellings-AMP 2130			416	1	3		3	1	18	1605	1	**2048**
Sibley Plaza Senior-AMP 1291			529	8	8	22	29	10	1	693	1	**1301**
Stoddert Terrace-AMP 2230		37	461	55	6	4	1		35	1151	38	**1788**
Sursum Corda-AMP 1290			2									**2**
Syphax Gardens-AMP 4240	2		695	6	56	47	139	10	64	914	44	**1977**
The Villager-AMP 3361			27							37		**64**
Woodland Terrace-AMP 3361		34	909	2		1		1	9	978	21	**1955**
Total	**36**	**367**	**16594**	**487**	**500**	**758**	**1188**	**284**	**1403**	**26044**	**685**	**48346**

Completed Work Orders FY25 FY26

Category	Undefin	Access Control	Accessories	ADA	Appliances	Boiler Room	Capital Project	Carpentry	CCTV	Doors, Windows and Railings	Electrical	Elevator	Extermination/Pest Control	Floors, Wall and Ceilings	Grounds/Landscaping	Heating and Cooling	Lighting and Ceiling Fans	Locks/Keys	Maintenance	Make Ready	Painting	Plumbing	Roofing	Safety, Security, Bldg Maint	Snow Removal	Suspicious Odor	Telecommunication	Total
Property Name																												
Benning Terrace-AMP 2220		1	18	1	114	18		32		262	197		111	175	3	199	10	16	34	18	16	584	6	59		4		**1878**
CAPITAL GATEWAY-AMP 5230																1												**1**
CAPPER SENIOR II-AMP 5250													1												1			**2**
Carroll Apartments-AMP 3363			4		34	1		17		89	10	1	57	70		59	1	40	1	21	6	164		22		4		**601**
Claridge Towers-AMP 1600		1	8	1	154			32	1	236	52	1	88	169		194	8	146	109	8	11	654	1	347		2		**2223**
Colorado Apartments			1		14			4		21	8		4	1		16	1	6	1	6	1	20		3				**107**
Columbia Road			3		38			1		6	9		7	8		63	7	5			1	26		2				**176**
EDGEWOOD TERRACE-AMP 1460																						1						**1**
Elvans Road-AMP 3850			2		23			8		32	8		5	77		34	5	2	1	2		54		13				**266**
Fort Dupont Addition-AMP 2230			1		2					3	1		3	1		7		1				8			1	1		**29**
Fort Dupont Dwellings-AMP 2230			3		81			6		148	31		28	99	3	116	8	44	57	5	15	219		70		3		**936**
Fort Lincoln-AMP 1640			7	1	79			20		102	25	1	83	47		62		61	142	25	3	214		11				**883**
Garfield Terrace-AMP 1370		1	7	1	87			23	1	186	64		49	59	1	200	10	111	7	17	9	373		88		1		**1295**
Greenleaf Addition-AMP 3363					1					8				4		1					2	14						**30**
Greenleaf Extension-AMP 3363					1			5		2	1					3						10		1				**23**
Greenleaf Gardens-AMP 4210		1	18	5	219	7		33		266	167		105	203	2	332	8	66	7	17	2	680	1	64		3		**2206**
Greenleaf Senior-AMP 4210			7		147			30		152	43		52	87		97	1	89	6	5	12	390		45		2	1	**1166**
Harvard Towers-AMP 1680			3	1	112			17		158	37		98	74		99	6	99	54	3	8	350		34		3		**1156**
Highland Additions-AMP 3530	5		2	4	87	3		15		142	40		43	84	6	237	9	23	6	6	14	275		27	1	1		**1030**
Hopkins Apartments-AMP 3300			3		136			34		290	83	1	48	285		67	29	15	90	7	31	406		31		1		**1557**
Horizon House-AMP 1620			9	2	86	1		19	1	85	43		86	58		91	6	58	5	2	2	232		164				**950**
James Apartments-AMP 1700			13	2	65			19	1	118	33		122	112		130	2	81	12	4	4	234		32		2		**986**
James Creek-AMP 1030		1	32	7	285	2		123		655	183		198	292	42	236	40	47	6	1	56	668	4	80		7		**2965**
Judiciary House-AMP 1650		1	5	1	111	1		22		115	50		101	106		152	5	108	57	7	6	328	2	57				**1235**
Kelly Miller Dwellings-AMP 1080			25	3	84	3		35		242	67		115	178	1	211	10	109	30	8	5	410	1	56		4		**1597**
Kenilworth Courts-AMP 5190	39		15	2	198	17	1	32	4	371	116		618	207	10	566	16	78	36	6	13	590	6	147		8		**3096**
Kentucky Courts-AMP 4361			11	1	66			25		150	28		51	97		217	5	21		25	10	269		17		2		**995**
Knox Hill-AMP 3361			10	2	84	1		25		86	31	2	24	60		216	6	83	76	17	1	195		34		1		**954**
Langston Addition-AMP 2400			4	1	14	1		4		26	26		16	14		64	4	8			1	85		30		2		**300**
Langston Terrace-AMP 2250			14	3	134	7		38	1	269	181	1	109	124	2	322	16	110	37	10	13	474	1	72		1		**1939**
Ledroit Apartments-AMP 1391			3	1	70			22	2	107	29		59	29		215	6	95	22		6	157		16				**839**
Lincoln Heights-AMP 2130		1	12	4	233	2		40		227	58		101	141	1	226	22	50	21		21	418	2	52		5		**1637**
Lincoln Road-AMP 1290			2		19			2		17	3		20	15	1	26	1	2	1			35		8				**152**
Marigold, 2905 11th St.-AMP 1340										1				1								2						**4**
Marley Ridge-AMP 2220					15			1		6	3		9	2		25	1	5				27		1				**95**
Metrotowns-AMP 5420			4	2	83			5		67	19		192	35		164	8	18	1		1	143	1	17		1		**761**
Montana Terrace-AMP 1440	10		6		85	4		12		133	47		67	108	1	250	12	19	56	57	4	274		40				**1185**
Ontario Road-AMP 1290					7					22	2		6	5		6		7			1	21		1				**78**
Park Morton-AMP 1340					4					7	5		27	2		2		2			1	20		1				**71**
Potomac Gardens-AMP 4430		3	10		249		1	37		352	197	2	151	220		318	40	109	36	8	36	830	3	66		4		**2672**
Regency House-AMP 1690		1	7	14	119			12		155	50		62	122		155	15	109	2		3	261		45		2		**1134**
Richardson Dwellings-AMP 2130			17	1	152	15		17	1	271	100		522	152	6	255	30	32	1	1	27	345	5	95		3		**2048**
Sibley Plaza Senior-AMP 1291	6		13	3	117			36		222	47	1	43	105		96	17	60	4	11	4	425	1	90				**1301**
Stoddert Terrace-AMP 2230		1	15	6	132	3		36		291	66		64	163	8	147	9	56	142	7	12	579		47		4		**1788**
Sursum Corda-AMP 1290										2																		**2**
Syphax Gardens-AMP 4240			13	1	219	1		41	1	291	104		85	211	1	157	23	65	66	57	19	536	2	81	1	2		**1977**
The Villager-AMP 3361					9					22	3		1	4		4	1	3				15		2				**64**
Woodland Terrace-AMP 3361			14	8	173	2		34		207	99		159	96	1	252	4	40	4	3	18	769	2	57	10	3		**1955**
Total	**60**	**12**	**341**	**78**	**4142**	**89**	**2**	**914**	**13**	**6620**	**2366**	**10**	**3790**	**4102**	**89**	**6290**	**402**	**2099**	**1130**	**364**	**395**	**12784**	**38**	**2125**	**14**	**76**	**1**	**48346**

Please list all information sessions and town halls DCHA held regarding public housing repositioning proposals in FY 25 and FY 26, to date. For each, please list the meeting location, date, and time; number of resident attendees; and main points of concern, follow-up, and impact.

The Office of Capital Programs (OCP) has hosted two series of resident engagement meetings at each of the nine Phase I Revitalization Plan properties, focusing on:

1. Project Introduction and RAD/Section 18 Blend Conversion Overview
2. Project Updates and Relocation Process Overview.

In addition, OCP has held virtual meetings with each property's Resident Council or Property Manager, and attended Resident Council or Manager-Tenant meetings in November 2025 and January 2026. The details of each meeting series are below.

1. Project Introduction and RAD/Section 18 Blend Conversion Overview

This series of meetings was held in July and August 2025 across all nine properties in the first group to be repositioned. All of the meetings were hybrid in-person/virtual meetings with a dial-in number and link for phone or computer access. The purpose of the meetings was:

- **To introduce the revitalization plan to residents**: To describe the project goals and objectives, the "why, what, when, and how", the overall timeline, and how it would impact the residents in the near and long term
- **To introduce the RAD/Section 18 Blend Conversion:** The process, impacts, and resident rights

All meetings were held twice at each property per HUD's requirement. Translators for Spanish, Thai, and Amharic and interpreters for American Sign Language (ASL) were provided based on each property's needs. Printed materials included:

- The presentation
- The residents' rights under RAD
- The property information fact sheet

The table below provides the requested information for each meeting.

Property	Date	Session	Attendees			Location
			Total	In-person	Virtual	
Fort Lincoln	29-Jul-25	10:00 AM	61	33	1	Community Room
		5:00 PM		27	0	
Knox Hill	30-Jul-25	10:00 AM	74	45	1	Community Room
		5:00 PM		26	2	
	31-Jul-25	10:00 AM	82	56	5	

Property	Date	Session	Attendees			Location
			Total	In-person	Virtual	
James Apartments		5:00 PM		19	2	Community Room
Sibley	5-Aug-25	10:00 AM	81	43	2	Community Room
		5:00 PM		33	3	
Claridge	6-Aug-25	11:00 AM	129	85	0	Community Room
		4:00 PM		43	1	
Hopkins	7-Aug-25	11:00 AM	24	8	1	Community Yard
		4:00 PM		12	3	
James Creek	12-Aug-25	11:00 AM	58	29	2	EnVision Center
		5:00 PM		25	2	
Syphax	13-Aug-25	11:00 AM	25	9	2	EnVision Center
		5:00 PM		10	4	
Lincoln Heights	14-Aug-25	11:00 AM	38	10	11	Community Green
		4:00 PM		11	6	
TOTAL			**572**	**524**	**48**	

The main concerns expressed by the residents during the meetings were:

1. **The modernization process**: How the renovation will be executed, whether all units need to be renovated, and whether everyone will need to relocate
2. **Relocation**: Where they will be relocated, and the timeline, preparation, cost, and logistics (packing, helpers, early notifications, etc.) of relocation
3. **Residents' Right-to-Return** post construction
4. **Utilities**: Whether they will be covered by DCHA after returning to the renovated community

Following these meetings, DCHAs staff held virtual meetings with each property's Resident Council in October and November to address additional questions or resident feedback, and to get input from the Resident Councils on the agenda and materials for the next set of resident meetings in December 2025. The meeting attendees were DCHA Development and Property Management (PMO) staff and the Resident Council members. The meeting schedule is below:

Property	Date	Time
Sibley	29-Oct-25	11:00 AM
James Apartments	4-Nov-25	11:00 AM

Property	Date	Time
Knox Hill	4-Nov-25	3:00 PM
Fort Lincoln	29-Oct-25	3:00 PM
Syphax	30-Oct-25	11:00 AM
James Creek	30-Oct-25	3:00 PM
Hopkins	N/A*	N/A
Claridge	N/A*	N/A
Lincoln Heights	6-Nov-25	1:00 PM

*Hopkins Apartments and Claridge Towers do not have Resident Councils, so DCHA Development staff met with their property managers instead.

In November, DCHA Development staff returned to the properties to attend monthly Resident Council or Manager-Tenant meetings and address additional questions about the project's introduction and RAD/Section 18.

Property	Date	Time	Location
Sibley	20-Nov-25	10:00 AM	Community Room
James Apartments	20-Nov-25	10:00 AM	Community Room
Knox Hill	20-Nov-25	2:00 PM	Community Room
Fort Lincoln	18-Nov-25	2:30 PM	Community Room
Syphax	20-Nov-25	2:00 PM	Community Room
James Creek	20-Nov-25	2:00 PM	Community Room

2. Project Updates and Relocation Process Overview

These meetings were held in December 2025 for all nine properties. All meetings were hybrid, allowing residents to attend virtually if they could not attend in person. The agenda was:

- To provide updates on the project scope and timeline
- To introduce the relocation consultant team and provide an overview of the relocation process
- To review the Section 3 program and potential job opportunities through the project
- To get feedback on the use of common areas/amenities with a survey

The meetings were held onsite or at nearby community spaces. Printed materials included:

- The presentation slides, in English, Spanish, Amharic and Thai
- Residents' rights under RAD
- The printed resident survey

The table below provides the requested information for each meeting.

Property	Date	Time	In-person Attendance	Virtual Attendance	Total Attendance	Location
Fort Lincoln	19-Dec-25	11:00 AM	32	1	33	Community Room
Knox Hill	15-Dec-25	2:00 PM	33	2	35	Community Room
James Apartments	16-Dec-25	2:00 PM	53	0	53	Community Room
Sibley	17-Dec-25	11:00 AM	30	10	40	Community Room
Claridge	16-Dec-25	10:00 AM	38	3	41	Community Room
Hopkins	8-Dec-25	6:00 PM	14	2	16	Little Lights Comm. Center
James Creek	18-Dec-25	3:00 PM	37	10	47	EnVision Center
Syphax						
Lincoln Heights	19-Dec-25	5:00 PM	16	10	26	Riverside Center
TOTAL			**253**	**38**	**291**	

The main concerns expressed by the residents were:

1. **Clarification on the project schedule**
2. **The relocation process and options**: Clarification on the general process, timeline, expectations, cost, and packing assistance; questions about whether residents will have unit and property choices for relocation units.
3. **Section 3 job opportunities**: How and when residents can start applying, job type and availability, and whether training will be provided.
4. **Clarification of RAD and the right-to-return:** Re-certification requirements, rent changes, and the utility costs after returning to the original communities; whether residents will be able to return to the original units.

All information presented is available to residents who cannot attend or need more details, either as printed copies at the Property Manager's office or on the Development Plan website, where residents can view and download them at their convenience.

42. What steps did DCHA accomplish in 2025 to execute the Industrial Revenue Bond-funded Revitalization Plan? What additional steps are scheduled during 2026?

The table below outlines the activities accomplished in 2025 and the activities planned in 2026 for Phase I of the IRB-funded Revitalization Plan, which includes the following properties:

1. Claridge Towers (Ward 2)
2. James Apartments (Ward 2)
3. Hopkins Apartments (Ward 6)
4. James Creek (Ward 6)
5. Sibley Plaza (Ward 6)
6. Syphax Gardens (Ward 6)
7. Fort Lincoln (Ward 5)
8. Knox Hill (Ward 8)
9. Lincoln Heights (Ward 7)

Key Activity	Accomplished in 2025	Planned Activities in 2026
Design/Scope of Work	Architect teams evaluated existing conditions at 8 out of 9 properties in Phase I of the Revitalization Plan and developed preliminary scopes of work, schematic designs, and preliminary cost estimates.	• At each property, finalize scope of work, construction budget, submit for and receive approval for building permits, and begin construction. • Transfer A&E contracts to fee developers for supervision of future design work for each property
Community and Resident Engagement	• Held 18 resident meetings in July and August 2025 to introduce the project to residents and review the HUD Rental Assistance Demonstration (RAD) program • Provided updates to Resident Councils and at regularly-scheduled DCHA property management meetings with residents in October and November 2025 • Held resident meetings for each property in December 2025 to provide schedule updates and a general overview of the relocation process	• Distribute updated project information materials to every household living at a Phase I properties (attached) • Hold regular resident meetings to provide updates and gather resident feedback on the scope of work/project design, the relocation plan, and other aspects of the Revitalization Plan • Attend regularly-scheduled Resident Council or property management meetings to answer resident questions • Enter into an Agreement with Resident Councils of each property outlining transparency in planning, scope of work, relocation, and right to return.
Operating Subsidy Repositioning	Submitted RAD applications to HUD for each Phase I property for the conversion of public housing operating subsidy to Project-Based subsidy.	Submit additional required material to HUD, secure HUD RAD approval, and close on RAD conversion at each property.

Key Activity	Accomplished in 2025	Planned Activities in 2026
Project Financing	• DC authorization of a $700 million bond issuance for all 19 Revitalization Plan properties • Secured Line of Credit to fund predevelopment expenses for 9 Phase 1 properties	Close on bond issuance and financing for each of the 9 Phase I properties. Bond issuance expected no earlier than summer 2026, once the scope of work that can be financed with bond proceeds is finalized.
Relocation Planning	• Procured relocation consultant • Drafted relocation plan • Introduced relocation consultant at December 2025 resident meetings	• Finalize relocation plan • Provide schedule and relocation updates at resident meetings • Provide one-on-one relocation counseling with each household • Relocate residents according to HUD requirements and DCHA policy, including providing required notices
Developer/ General Contractor	• Procured fee developer teams and assigned teams to properties	• Enter into Pre-development agreements with fee developers • Enter into Development Agreement for each property after building permits have been submitted. • Finalize scope of work, submit for permits, and begin construction

a. Please explain the anticipated timeline for transferring ownership of any properties to DCHA subsidiary entities or other new owners, including but not limited to the Revitalization Plan context.

Project closings for the 9 Phase I properties in the Revitalization Plan will occur in summer through fall of 2026. As part of each closing, the property will be transferred to a special purpose ownership entity that is 100% owned by DC Housing Solutions, Inc., a subsidiary of DCHA.

Judiciary House, a 263-unit existing high-rise building in Gallery Place, will undergo substantial rehabilitation using tax-exempt bonds and 4% Low Income Housing Tax Credits. The improvements will be transferred to the tax credit ownership entity as part of the financial closing. DCHA will continue to own the land using a ground lease.

The five properties included in the scattered-site MELVO transaction (Montana Terrace, Elvans Road, Lincoln Road, The Villager, and Ontario Road) will be transferred to a special purpose entity upon RAD and financial closing. The special purpose entities will be 100% owned by existing DCHA subsidiaries.

b. Please list any public housing repositioning plans for 2026 aside from the Revitalization Plan.

HUD approved a RAD conversion for Judiciary House. DCHA anticipates a RAD and financial closing for Judiciary House in summer 2026. The substantial rehabilitation scope will then take 18 to 24 months to complete.

HUD approved a RAD conversion for MELVO, which is comprised of five scattered site projects totaling 137 units. DCHA anticipates a RAD and financial closing for MELVO by the end of 2026, followed by the rehabilitation of the five properties.

c. The HUD Report noted that DCHA was not adequately enforcing RAD rules regarding recipients' contributions to reserve accounts. How will DCHA ensure repositioned projects operate according to program rules?

The Office of Asset Management (OAM) is responsible for overseeing the RAD properties and ensuring property owners follow RAD program rules. In fall 2025, OAM collected, reviewed and approved the annual operating budgets for all RAD properties, as required by HUD. As part of this review, OAM ensures the RAD properties operate according to program rules and verified the budget includes the required contributions to reserve accounts. The budgets are also submitted to and approved by the DCHA board through a resolution. See Resolution 25-37 To Approve Six RAD Property Proposed Operating Budgets for Calendar Year 2026. Moving forward, this is an annual responsibility and task that OAM will handle. This will ensure all current and any future RAD repositioned properties operate according to program rules.

DC HOUSING AUTHORITY:

REVITALIZATION PLAN

WHAT IS THE REVITALIZATION PLAN?

The Revitalization Plan is an intensive renovation and modernization program for 19 public housing communities.

PHASE 1 OF THE REVITALIZATION PLAN WILL INCLUDE YOUR PROPERTY:

Renovations will focus on upgrading and modernizing:

- Your building and its systems
- Unit and baths
- Common areas and building amenities

- *No demolition of existing buildings*
- *No construction of new buildings*

The goal is to improve residents' experience, safety, and quality of life in DCHA's communities.

To renovate the building and units, residents will need to relocate.

- Some residents will relocate within their community.
- Other residents may be temporarily relocated to another public housing community.

Relocation and construction will start in summer or fall 2026 - it will vary by property.

A relocation consultant will help all residents at no cost.

AFTER THE RENOVATIONS ARE COMPLETED IN YOUR CURRENT COMMUNITY:

You will have the right to return to a unit that is the right size for your household composition and needs.

The operating subsidy for each unit will change from public housing to project-based vouchers. That means the community will no longer be public housing. The unit will still be affordable because it is tied to a project-based voucher.

Learn more by attending resident meetings or visiting https://www.dchousing.org/development

Steps to Implement DCHA's Revitalization Plan

1	2	3	4	5	6
PREDEVELOPMENT PLANNING	**RELOCATION PLANNING**	**RESIDENT CONSULTATION**	**BUILDING PERMITS & PROJECT FINANCING**	**CONSTRUCTION STARTS**	**RESIDENTS RETURN**
A. Assembling the development team B. Analyzing existing property conditions C. Introducing the project to residents D. Introducing the Rental Assistance Demonstration (RAD) program E. Developing an initial renovation scope of work	A. Introducing relocation consultant to residents B. Sharing relocation overview C. Checking household data D. One-on-one relocation counseling	A. Introducing developer & architects B. Discussing scope of work and gathering feedback C. Sharing relocation plan and gathering feedback D. Providing Section 3 information E. Providing updates on RAD conversion	A. Finalizing scope of work & construction budget B. Submitting permit drawings to DC Government and securing permit approval C. Receiving HUD RAD approval D. Relocation process begins E. Closing on project construction loans and HUD RAD program	A. Relocation process continues B. Phase 1 construction begins C. Construction lasts for 12 to 24 months	A. Construction completed B. Residents return to community's renovated units

DCHA REVITALIZATION PLAN: Frequently Asked Questions

Complete The Resident Survey

Survey results will be considered when developing each property's scope of work.

SCAN

https://bit.ly/RevitalizationSurvey

1 WILL ALL UNITS IN MY COMMUNITY BE RENOVATED?

Yes, all units will be renovated. For some properties, the renovation will be done in phases, not all at once.

2 WILL I BE REQUIRED TO RELOCATE? CAN I STAY IN MY UNIT DURING RENOVATION?

Residents will be required to move for safety reasons because we will be making substantial upgrades to buildings and units. Our goal is to have as many residents as possible relocate within the same property. But some residents may be required to temporarily relocate to another public housing community.

3 WHERE WILL I BE RELOCATED TO?

Our goal is to relocate as many residents as possible onsite. If offsite relocation is required, you will work with a relocation coordinator. Together, you will determine the best public housing community for your family to relocate to.

4 WILL DCHA PAY FOR RELOCATION?

Yes, DCHA will pay all relocation costs. All residents will work with a relocation coordinator who will help address their unique needs and circumstances.

5 IF I AM RELOCATED AND OWE BACK RENT, WILL I BE PERMITTED TO RETURN?

Yes, all tenants will be permitted to return after the project is complete. Your property manager will work with you on a repayment agreement so that you can pay off the existing balance.

6 POST-RENOVATION, WILL I BE PERMITTED TO RETURN TO MY OLD UNIT?

This is unlikely. Our ideal approach is to move current residents into a renovated unit, if possible, then renovate their old units to house other families. While our goal is to move residents onsite once, this won't be possible at all properties.

7 WILL MY NEW UNIT HAVE THE SAME NUMBER OF BEDROOMS AS MY EXISTING UNIT?

Residents will be "right-sized" prior to relocation. This means that the composition of your family will be used to determine what the right unit size is for your household. Families who have more bedrooms than live-in family members will be downsized.

8 WHEN WILL THE CONSTRUCTION START?

The goal is to start construction work in summer through fall 2026. Due to the construction phasing and renovation scope at each property, the timeline might vary.

FOR MORE INFO & FAQS, VISIT HTTPS://WWW.DCHOUSING.ORG/DEVELOPMENT

Barry Farm

1. ***Financing Status and Sources***: The sources of financing for the Barry Farm site to date have been District Funds, tax exempt bonds, private debt and low-income housing tax credits.

   As of FY25, the District through DMPED committed approximately $122.3M to support relocation, demolition, infrastructure, master planning, redevelopment and vertical construction costs.

2. ***Master development plan, including any changes in FY25:*** Upon completion, the redevelopment of Barry Fam will provide more than 900 units of housing including 480 replacement units for the former public housing residents and 100 homeownership units. The revitalization of Barry Farm will also include neighborhood serving retail, a portion of which will be set aside for residents and community owned businesses. The site will also include five historic landmark buildings and other features that incorporate the Barry Farm legacy into the design. The project will be developed into two phases:

Phase 1

	# of Units	Replacement Units	Status
Asberry	108	77	Completed
Edmondson	139	50	Est. Completion Date FY26
Hillsdale Flats	98	42	Est. Completion Date FY28
For Sale TH	50	0	TBD
Building 2	187	60	Est. Completion Date FY31

Phase 2

	# of Units	Replacement Units	Status
Building 3	124	40	Est. Completion Date FY28
Building 4	126	40	Est. Completion Date FY29
Rental Flats	122	71	Est. Completion Date FY29
For Sale TH	50	0	TBD
Historic Building	5	0	N/A

3. **Estimated completion dates for future phases;** See #2 response. Estimated delivery dates assumes District funding commitment.

4. **District funds expended to date;** To date, approximately $108.7M has been spent. The following offsite and current projects under development have also received District funds through DMPED and DCHD to support the construction of 269 offsite and onsite replacement units:

Offsite Development

- Matthews Memorial – Completed 2012 (35 replacement units) DHCD HPTF $5.6M gap funding
- Sheridan Station Phase 1 – Completed 2011 (25 replacement units) DHCD HPTF $4.5M gap funding
- Sheridan Station Phase 3 – Completed 2015 (40 replacement units) DMPED $6M gap funding

Onsite Development

- The Asberry – Completed (77 replacement units) DMPED $10M vertical gap funding
- Edmonson – Financial closing Q2 2024 (50 replacement units) DMPED $21M gap funding
- Hillsdale Flats – Financial closing Q4 2025 (42 replacement units) DMPED $12.5M gap funding

5. **Additional District fund expenditures anticipated;** As reflected in the "Barry Farm Anticipated Timeline" - in order to deliver all units, including the infrastructure work by 2031, an estimated additional $121M (to be funded from FY26-28) will be needed to complete the redevelopment. DCHA is working with its development partners and DMPED to forecast additional needs for the coming fiscal year budget request.

6. **Planned Ownership**; DCHA will continue to own the land via a long-term ground lease for new rental properties. POAH, DCHA's procured development partner, will serve as managing member in the general partnership of the ownership entity through a low-income housing tax credit (LIHTC) transaction. DCHA will also have a small percentage stake in the general partnership.

Park Morton

1. **Financing status and source(s);** The source(s) of the financing for the Park Morton site to date has been District funds through DMPED and DCHD. There have been offsite projects that have utilized not only District funds but also received tax exempt bonds and private debt & equity.

2. **Master development plan, including any changes in FY 25 and FY 26, to date;** The original redevelopment plan for Park Morton includes the Bruce Monroe Community Park as the Build-First site/Phase 1 and the existing Park Morton public housing site as phases 2 and 3. The total program between both sites includes the development of approximately 462 new units that included 147 replacement public housing (27 replaced at the Avenue in 2016), moderate/affordable, and market rates units throughout the entire developments.

   Litigation led to a court of appeals' decision that was issued on June 25, 2020, to vacate and remand the Bruce Monroe zoning order (ZC16-11) back to the Zoning Commission. The Zoning Commission held a hearing November 18, 2021 to reapprove the zoning order after considering court of appeals considerations. On January 25, 2024, the court of appeals ruled that the zoning commission's initial decision from March of 2017 stands, and DCHA and its

partner can now move forward with planning for the Bruce Monroe site. The Bruce Monroe development will contain 90 replacement units for relocated Park Morton residents.

Construction of Phase 1 at Park Morton was completed in April 2025. The development, financed through 4% LIHTC/DMPED, includes 40 replacement (Faircloth to RAD) units and 102 LIHTC units.

Phase 2 is planned to include 47 new townhomes. Of the total, 30 homeownership units and 17 will serve as additional rental replacement units.

3. **Estimated completion dates for future phases;** Phase 2 at Park Morton is expected to begin construction in Q2 2026 with an estimated delivery date in Q2 2028.

4. **District Funds expended to date;**
   Offsite Development
   The Avenue – Completed 2012 (27 replacement units) DMPED $15.7M gap funding

   Predevelopment - $5M provided through a Development Funding Agreement (DFA) directly between Parkview Development Partners & DMPED for predevelopment cost for Park Morton & Bruce Monroe which includes but is not limited to predevelopment cost pertaining to design & zoning approvals.

   Onsite Development
   Through separate MOUs between DMPED and DCHA, DMPED provided approximately $34.8M to support the demolition & infrastructure for Phases 1 and 2 onsite redevelopment of the Park Morton. In addition, DMPED also provided $20.4M in vertical gap financing for Phase 1 and will provide $11.3M in vertical gap financing for Phase 2 in FY26.

5. **Additional District fund expenditures anticipated**; The developer and DMPED are evaluating how much additional District funds will be needed to complete this phase of the development. It is anticipated that an estimated additional $60M in additional gap financing will be required for the development of the Bruce Monroe site.

6. **Planned ownership;** DCHA will continue to own the Park Morton site via a long-term ground lease for new rental properties. The Community Builders & Dantes Partners, DCHA's procured development partners, will serve as managing member in the general partnership of the ownership entity through a low- income housing tax credit (LIHTC) transaction. DCHA will also have a small percentage stake in the general partnership as well & has contributed the fair market value of its land in the form of lease note to support projects.

Lincoln Heights & Richardson Dwellings

1. **Financing status and source(s**); Lincoln Heights redevelopment will be financed under the Industrial Revenue Bond (IRB) Revitalization Plan**.** The source of the financing for Richardson sites has been District funds.

2. **Master development plan, including any changes in FY 25 and FY 26, to date;** The original redevelopment plan for Lincoln Heights & Richardson Dwellings called full redevelopment. Lincoln Heights will now be rehabilitated through the DCHA IRB Revitalization Plan. The Richardson Dwellings development plan will need to be updated in conjunction with a developer partner.

3. **District funds expended to date;**
   Offsite Development: Approximately $33.1M of funding from DMPED and $1.6M of DHCD HPTF gap funding have been spent on offsite replacement units listed above. To date 145 replacement units have been produced:
   - *Marley Ridge (2008*): 9 total replacement units and 64 affordable.
   - *Nannie Helen at 4800 (2013):* 70 total units, 23 replacement units, 47 affordable DMPED $5.8M gap funding.
   - *The Residences at Hayes Street (2018):* 150 total units, 50 replacement units, 100 affordable DHCD HPTF $1,587,000 gap funding
   - *Providence Place:* Delivered 2022 - 93 total units, 35 replacement units, 58 affordable DMPED $11.7MM gap funding
   - *Strand Residences*: Delivered 2022 - 86 total units, 28 replacement units, 58 affordable DMPED $15.6MM gap funding

   Since onsite redevelopment has not started, DCHA is using $15.59M in District funds as part of a stabilization program for both properties that will address:
   - Repair of vacant units that have been offline
   - Deferred maintenance
   - Security issues through consolidating units; and
   - Onsite relocation to specific areas of each site will help prepare future phased onsite redevelopment.

4. **Additional District fund expenditures anticipated;** Refer to response #1

5. **Planned ownership;** For Lincoln Heights, DCHA will continue to own the land through subsidiary entities or via a long-term ground leases. When a development partner has been procured for Richardson Dwellings, DCHA will negotiate for majority ownership of the general partnership in the ownership entity, a percentage of cashflow, and a share of fees at each phase of the development.

DCHA FY2026 Performance Oversight Questions

45. Please provide details on the plan for Lincoln Heights and Richardson Dwellings.

a. Four properties were identified by DMPED/DCHA as offsite replacement NCI developments for Lincoln Heights and Richardson Dwellings. Who manages those properties currently?

There are actually five properties identified for offsite replacement units for Lincoln Heights and Richardson Dwellings Residents. Properties and managers are:

1. 4800 Nannie Helen (4800 Nannie Helen Burroughs Avenue NE) – Noble Realty Advisors
2. The Strand Residences (5129 Nannie Helen Burroughs Avenue NE) – WC Smith Management
3. Providence Place (599 50th Street NE) – Atlantic Pacific Companies
4. Residences at Hayes (5201 Hayes Street NE) – Pennrose Management
5. Marley Ridge (4810 C St SE) – DCHA manages the 9 DCHA-owned units, which are occupied by public housing residents.

b. What are DCHA's roles and responsibilities for these properties?

1. 4800 Nannie Helen: DCHA provides public housing operating subsidy for 23 public housing units at the property. DCHA manages operating subsidy submissions to HUD in coordination with the third-party property manager and then disburses operating subsidy funding on a monthly basis after it is transmitted from HUD. DCHA monitors the performance of the property through a review of monthly reporting packages submitted by the third-party manager and periodic site visits to the property. DCHA also manages the ongoing eligibility and recertification of public housing residents at the property. DCHA is responsible for reviewing and approving the property's annual operating budget per the Regulatory & Operating Agreement**.**

2. The Strand Residences: DCHA provides subsidy for 28 units through the Local Rent Supplement Program (LRSP) and manages eligibility and recertification for the residents living in the LRSP units.
3. Providence Place: DCHA provides subsidy for 35 units through the Local Rent Supplement Program (LRSP) and manages eligibility and recertification for the residents living in the LRSP units.
4. Residences at Hayes: DCHA provides public housing operating subsidy for 50 public housing units at the property. DCHA manages operating subsidy submissions to HUD in coordination with the third-party property manager and then disburses operating subsidy funding on a monthly basis after it is transmitted from HUD. DCHA monitors the performance of the property through a review of monthly reporting packages submitted by the third-party manager and periodic site visits to the property. DCHA also manages the ongoing eligibility and recertification of public housing residents at the property. DCHA is responsible for reviewing and approving the property's annual operating budget per the Regulatory & Operating Agreement.
5. Marley Ridge: DCHA owns and manages 9 public housing units at the 36-unit property. DCHA is responsible for all the property management responsibilities for these units as if

they were in a public housing property. DCHA also manages the ongoing eligibility and recertification of public housing residents at the property. The property is a condominium that is governed by a Unit Owners Association. DCHA is responsible for attending Association meetings and also holds one of the three seats on the Board of Directors.

c. **How many DCHA clients are in each of these properties?**

DCHA clients include residents who live in public housing/ACC units or project-based voucher (LRSP or federal PBV) units on site. It is possible that people with tenant-based vouchers may live in available market rate units at the property at any given time.

1. 4800 Nannie Helen: 23
2. The Strand Residences: 28
3. Providence Place: 35
4. Residences at Hayes: 50
5. Marley Ridge: 9

d. How many of these clients are from Lincoln Heights and Richardson Dwellings?

1. 4800 Nannie Helen: 22
2. The Strand Residences: 21
3. Providence Place: 18
4. Residences at Hayes: 44
5. Marley Ridge: 9

e. Are Lincoln Heights and Richardson Dwellings still considered part of NCI?

Lincoln Heights and Richardson Dwellings are still considered part of the NCI program, however, DCHA does not anticipate receiving gap financing from DMPED for the redevelopment of these properties.

Question 46

For DCHAPD, please provide the following for FY 25 and FY 26, to date

a. Calls for Service
DCHAPD does not have the ability to provide Calls for Service numbers for DCHA properties. This information is maintained by the DC Office of Unified Communications (OUC). We are in the process of provided a complete listing of all DCHA properties to obtain an accurate report.

b. Arrests, broken down by alleged offense
FY 25

AWIK/Aggravated/ADW	24	Bench Warrants	19
Burglary	2	Threats	27
Sex Offenses	1	Assault Police Officer	8
Unauthorized Use of Vehicle	1	Carrying a Pistol Without a License	12
Simple Assault	50	Possession of Prohibited Weapon	5
Unlawful Entry	141	Open Container of Alcohol	4
Illegal Possession of Drugs	25	Destruction of Property	12
Fugitive from Justice	14	Kidnapping	1
Theft	3	Disorderly Conduct	1

FY 26 YTD (Oct 1, 2025 to Jan 20, 2026)

ADW	14	Bench Warrants	19
Burglary	4	Threats	15
Sex Offenses	2	Assault Police Officer	9
Unauthorized Use of Vehicle	4	Carrying a Pistol Without a License	14
Simple Assault	46	Possession of Prohibited Weapon	1
Unlawful Entry	30	Open Container of Alcohol	18
Illegal Possession of Drugs	54	Destruction of Property	4
Fugitive from Justice	12	Arson	1
Theft	7	Robbery	4
Felony Strangulation	1	Illegal Dumping	1
Unlawful Discharge of a Firearm	3	Endangerment with a Firearm	3

c. Use of Force incidents, with outcomes

FY 25 OPS Use of Force Cases

Date	Type	Reason	Outcome
November 28, 2024	Oleoresin Capsicum Spray	Simple Assault	Justified
March 13, 2024	Hand Control Techniques	Assault with a Dangerous Weapon	Justified
April 22, 2025	Oleoresin Capsicum Spray	Assault on a Police Officer	Justified
May 1, 2025	Oleoresin Capsicum Spray and Pointing of Service Weapon	Assault on a Police Officer	Justified
May 20, 2025	Takedown and pointing of Service Weapon	Resisting Arrest, Assaulting a Police Officer	Justified
July 8, 2025	Oleoresin Capsicum Spray	Felony Threats to do Bodily Harm	Justified
August 1, 2025	Oleoresin Capsicum Spray	Resisting Arrest	Justified
August 7, 2025	Tactical Takedown	Resisting Arrest	Justified
August 17, 2025	Oleoresin Capsicum Spray and Tactical Takedown	Resisting Arrest	Justified
September 5, 2025	Tactical Takedown and Body Strikes	Resisting Arrest	Justified

d. Complaints to the DC Office of Police Complaints

OPC #	Allegation	Status	Disposition	Open Date
25-0114	Harassment – Bad Ticket	Completed	Dismissed	11/12/24
25-0391	Unlawful Arrest/Failure to Provide Service	Completed	Mediation Agreement	3/10/25
25-0440	Harassment/Unlawful Arrest	Completed	Dismissed Over 90-Days	3/25/25
25-0584	Harassment/Intimidation	Active	Active	5/9/25
25-0746	Harassment/Demeanor	Completed	Mediation Agreement	6/25/25

e. Changes to officer training practices

In FY 25/26 several new training practices were implemented for members of the Office of Public Safety:

- DCHAPD reengaged with the Metropolitan Police Department (MPD) and began In-service Training, Undercover Training, Crisis Intervention Training, Investigator Training, Tactical Training and CPR Training
- DCHAPD instituted physical fitness standards with physical agility testing prior to members being hired as Special Police Officers and/or being promoted from Special Police Officers to Police Officers
- DCHAPD began training with Howard University (HU). HU provided comprehensive training and certificates in Crisis Intervention Training for several of our members
- DCHAPD conducted leadership training for DCHA supervisors with an educational trip to Gettysburg, PA to learn about the challenges with following orders and providing leadership and lack of leadership to personnel during the Civil War battle
- DCHAPD entered into a partnership with the Washington Metropolitan Area Transit Authority (WMATA). WMATA provided Rail Safety training to our members
- DCHAPD is actively seeking training opportunities with the Federal Law Enforcement Training Center (FLETC) in Maryland
- DCHAPD is in the process of obtaining Body Worn Cameras and Tasers whereby training is being established utilizing hands-on techniques and Virtual Reality props for our members
- DCHAPD established a relationship with the FBI whereby they provided executive leadership training to our executive members in their Shield and Star program for small law enforcement agencies

f. Community outreach and engagement, with outcomes

FY 25 Community Outreach and Engagement: **68 events**

During this period, DCHAPD conducted the majority of its outreach engagements, averaging multiple events per week across various wards and DCHA properties. Key focus areas included:

- Youth engagement and violence prevention initiatives
- Senior engagement, fraud prevention, and quality-of-life programming
- Health and wellness outreach and resource distribution
- Community trust-building events and family-centered programming
- Recruitment, career development, and workforce engagement
- Strategic coordination with federal, state, and local partner agencies

Health and Wellness Initiative Highlights

Several outreach activities directly aligned with the agency's emphasis on health, wellness, and prevention:

- **2nd Annual Men's Health Fair (June 2025):**
  DCHAPD distributed suicide prevention materials, drug education resources, and community health information, reinforcing the department's role in supporting mental health and physical wellness.
- **Health and Wellness Events (September 2025):**
  DCHAPD supported health-focused events at Sibley Plaza, Lincoln Heights, and Richardson Dwellings, including a step climb challenge, physical activity programming, healthy food distribution, and wellness education.
- **Drug Take Back Initiatives:**
  Multiple Drug Enforcement Agency (DEA) Drug Take Back events were supported across DCHA properties to reduce prescription drug misuse and enhance community safety.

Signature Community Engagement Events

- **Ice Cream Go-Go Social – Fort Lincoln (April 2025)**
- **Ice Cream Go-Go Social – Arthur Capper Senior (July 2025)**

These events promoted social connection, physical movement, and positive interaction between officers and residents, particularly seniors. Both events strongly supported the Chief Michael Reese's wellness initiative by addressing social isolation and encouraging active engagement.

Outcomes

Key outcomes from outreach conducted for FY 25 include:

- Strengthened trust and rapport between DCHAPD and residents
- Increased youth participation in structured, positive programming
- Expanded access to health, mental health, and substance abuse resources
- Enhanced collaboration with partner agencies
- Visible advancement of Chief Reese's health-centered policing priorities

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FY 26 Community Outreach and Engagement: 17 events

DCHAPD continued community outreach while placing additional emphasis on strategic alignment, grant compliance, and data-driven initiatives. Community outreach efforts and engagement during this period focused on:

- Violent crime reduction and traffic safety coordination
- Highway Safety Grant implementation and compliance
- Health, victim support, and substance abuse prevention initiatives
- Senior engagement and youth programming during the holiday season

Key Health, Safety, and Wellness Activities

- **Breaking the Silence on Domestic Violence (October 2025):**
  DCHAPD partnered with USAO-DC and community organizations to distribute resources and support victims of domestic violence.
- **DEA National Drug Take Back Day (October 2025):**
  DCHAPD facilitated secure medication disposal at multiple DCHA properties.
- **Senior Engagement Events:**
  Participation in senior-focused social and holiday events helped address social well-being and quality-of-life concerns.

Outcomes

Outreach efforts in FY 26 resulted in:

- Improved alignment with District-wide safety and public health strategies
- Sustained community visibility and trust
- Strengthened grant compliance and program sustainability
- Continued support for seniors, youth, and vulnerable populations (Safe Pathways Grant/Enforcement)

Conclusion

DCHAPD's community outreach and engagement efforts during FY 25 and FY 26 demonstrate a sustained commitment to proactive, community-centered policing. By prioritizing health and wellness, youth engagement, senior support, and strategic partnerships, the department effectively advanced the agency's vision of holistic public safety. Signature events such as health fairs and Ice Cream Go-Go socials exemplify how community-focused outreach can enhance resident well-being while strengthening police-community relationships.

48b. Starting in 2019, DCHA initiated a lead hazard testing and abatement program. This program has been ongoing.
In FY 2024, DCHA contracted two Industrial Hygiene companies to review lead clearance reports, to ensure they meet District and HUD lead safe rules. The rules require periodic reinspection of units and buildings to ensure lead controls are remaining intact and hazards do not return. To that end, DCHA has been conducting visual inspections and re-evaluations for work that was previously completed and cleared in accordance with applicable legal requirements. Additionally, DCHA performed remediation in hundreds of units and multiple properties in coordination with other construction work. This remediation, review of prior work, and re-evaluation testing has allowed for DCHA to complete 879 unit turns in calendar year 2024 and 843 in calendar year 2025. Specifically, DCHA has:

1. Conducted lead remediation in the following units and properties
    1. Benning - 39 units completed
    2. Carroll – 9 units completed
    3. Claridge – 27 units completed
    4. Ft Lincoln – 4 units completed
    5. Harvard – 57 units completed
    6. Horizon – 8 units completed
    7. James Creek – 25 units completed
    8. Judiciary – 42 units completed
    9. Langston Terrace - 28 units completed
    10. Langston Additions – 20 units completed
    11. LeDroit - 3 units completed
    12. Garfield Sr – 42 units completed
    13. Kelly Miller – 7 units completed
    14. Kenilworth – 20 units completed
    15. Kentucky Courts – 15 units completed
    16. Knox Hill- 15 units completed
    17. Potomac – 7 units completed
    18. Ft. Dupont – 13 units completed
    19. Stoddert – 21 units completed
    20. Greenleaf – 81 units completed
    21. Highland Additions – 12 units completed
    22. Hopkins – 56 units completed
    23. James Apts – 22 units completed
    24. Lincoln Heights – 13 units completed
    25. Richardson – 9 units completed
    26. Woodland – 9 units completed
    27. Montana – 1 Unit completed
    28. Metrotownes – 1 unit completed
    29. Potomac – 22 units completed
    30. Regency – 45 units completed
    31. Sibley – 36 units completed
    32. Syphax - 18 units completed

2. Conducted Property/building-wide re-evaluation testing as required by Federal and Local Regulations and will under go another full building re-evaluation in 2026

1. Carroll Apartments
2. Knox Hill
3. Claridge
4. Horizon
5. Kentucky Courts
6. Ft. Lincoln
7. Kelly Miller Townhomes
8. Sibley Plaza
9. Ontario Rd
10. Harvard Towers
11. James Creek
12. Greenleaf 203 N St

3. Properties that had Lead remediation completed in 2025.

1. Greenleaf Sr
2. Syphax
3. Hopkins
4. Langston Terrace
5. Langston Additions
6. Highland Additions
7. Woodland
8. Garfield
9. Greenleaf
10. Ft. Dupont
11. Stoddert
12. Kelly Miller
13. Kenilworth
14. Richardson
15. Montana

DCHA continues to remediate remaining units by the end of December 2026.
Please note that all units that have been undergone remediation will require periodic re-testing and maintenance in accordance with applicable requirements. The re-testing and maintenance will depend on the type of remediation conducted by DCHA. DCHA is developing protocols for ongoing compliance with the HUD Lead Safe Housing Rule and District Lead Rules.

FY2026 YTD		$ 437,372.89	$ 627,138.58	$ 73,410.28	$ 148,530.75	$ 1,286,452.50
Department	**Job**	**Total Overtime Amount**	**Total Earnings**	**Total Med and SS**	**Total ER Benefit**	**Total Wages +Benefit**
Public Safety	Police Officer	$ 31,692.32	$ 25,098.65	$ 4,266.13	$ 5,656.32	$ 66,713.42
Kentucky Courts	Maintenance Mechanic	$ 30,786.34	$ 25,791.24	$ 2,962.69	$ 5,656.32	$ 65,196.59
Public Safety	Special Police Officer	$ 30,594.60	$ 20,533.80	$ 3,826.07	$ 5,656.32	$ 60,610.79
Property Operations Mgmt	Electrician	$ 29,121.22	$ 24,131.91	$ 3,168.91	$ 5,656.32	$ 62,078.36
Property Operations Mgmt	Motor Vehicle Operator	$ 23,679.42	$ 18,620.22	$ -	$ 5,656.32	$ 47,955.96
Greenleaf Gardens	Spv Util Syst Rpr Oper	$ 22,662.70	$ 31,476.06	$ 3,951.85	$ 5,656.32	$ 63,746.93
Benning Terrace	Maintenance Foreman	$ 20,626.46	$ 23,342.20	$ 3,281.67	$ 5,656.32	$ 52,906.65
Greenleaf Gardens	Maintenance Foreman	$ 17,682.81	$ 29,244.46	$ 3,531.96	$ 5,656.32	$ 56,115.55
Benning Terrace	Regional Maint Spvr	$ 17,263.15	$ 32,426.80	$ 3,706.29	$ 5,656.32	$ 59,052.56
Property Operations Mgmt	Painter	$ 16,325.06	$ 21,938.39	$ 2,685.51	$ 5,656.32	$ 46,605.28
Stodert Terrace	Maintenance Mechanic	$ 15,646.12	$ 22,515.50	$ 2,919.36	$ 5,656.32	$ 46,737.30
Public Safety	Special Police Officer	$ 14,988.90	$ 20,985.61	$ 2,667.87	$ 5,656.32	$ 44,298.70
Public Safety	Police Officer	$ 14,834.44	$ 25,118.84	$ 2,971.16	$ 5,656.32	$ 48,580.76
Public Safety	Police Officer	$ 14,797.66	$ 24,851.43	$ 2,947.90	$ 5,656.32	$ 48,253.31
Benning Terrace	Maintenance Mechanic	$ 14,487.57	$ 22,725.60	$ 2,677.34	$ 5,656.32	$ 45,546.83
Woodland Terrace	Maintenance Mechanic	$ 14,221.32	$ 22,441.56	$ 2,693.94	$ 6,188.66	$ 45,545.48
Property Operations Mgmt	Carpenter	$ 13,422.30	$ 22,536.25	$ 2,636.55	$ 5,656.32	$ 44,251.42
Garfield Terrace	Maintenance Foreman	$ 13,341.12	$ 23,934.03	$ 2,851.55	$ 5,656.32	$ 45,783.02
James Creek	Maintenance Foreman	$ 11,880.44	$ 36,409.43	$ 3,597.35	$ 5,656.32	$ 57,543.54
Greenleaf Gardens	Maintenance Mechanic	$ 11,855.51	$ 20,772.92	$ 2,385.30	$ 6,363.36	$ 41,377.09
Public Safety	Police Officer	$ 11,853.72	$ 25,367.57	$ 2,785.38	$ 5,656.32	$ 45,662.99
Housing Choice Voucher	HCVP Utl and Pst Mbl Spvr	$ 11,626.46	$ 34,187.21	$ 3,370.78	$ 5,656.32	$ 54,840.77
Langston Terrace	Maintenance Mechanic	$ 11,367.31	$ 22,654.59	$ 2,602.68	$ 5,656.32	$ 42,280.90
Public Safety	Police Officer	$ 11,358.75	$ 22,276.79	$ 2,543.03	$ 5,656.32	$ 41,834.89
Property Operations Mgmt	Landscape Foremen	$ 11,257.19	$ 27,757.52	$ 2,379.01	$ 11,539.69	$ 52,933.41

FY2025		$ 1,720,275.73	$ 2,242,013.40	$ 267,854.73	$ 500,930.60	$ 4,731,074.46
Department	**Job**	**Total OT Amount**	**Total Earnings**	**Total Med and SS**	**Total ER Benefit**	**Total Wages + benefit**
Kentucky Courts	Maintenance Mechanic	$ 126,087.82	$ 77,935.31	$ 14,879.41	$ 21,950.63	**$ 240,853.17**
Property Operations Mgmt	Landscape Foremen	$ 117,526.95	$ 91,845.67	$ 14,448.66	$ 39,476.11	**$ 263,297.39**
Property Operations Mgmt	Electrician	$ 110,170.42	$ 77,746.17	$ 14,375.62	$ 9,125.13	**$ 211,417.34**
Public Safety	Special Police Officer	$ 100,460.43	$ 74,727.37	$ 13,133.17	$ 16,954.42	**$ 205,275.39**
Property Operations Mgmt	Motor Vehicle Operator	$ 86,770.62	$ 59,535.19	$ -	$ 27,587.00	**$ 173,892.81**
Public Safety	Sr Police Officer	$ 71,851.53	$ 94,010.98	$ 12,635.35	$ 2,393.25	**$ 180,891.11**
Housing Choice Voucher	Spv Housing Program Spec	$ 71,283.04	$ 96,372.06	$ 12,566.20	$ 16,778.09	**$ 196,999.39**
Housing Choice Voucher	Housing Program Spec II	$ 70,228.69	$ 86,282.40	$ 11,701.51	$ 15,630.66	**$ 183,843.26**
Property Operations Mgmt	Painter	$ 69,042.39	$ 72,499.47	$ 10,051.97	$ 36,722.18	**$ 188,316.01**
Property Operations Mgmt	Plasterer	$ 65,028.78	$ 73,794.62	$ 9,818.28	$ 36,142.25	**$ 184,783.93**
Public Safety	Spv Hous Police Off Sgt	$ 62,567.36	$ 104,976.82	$ 9,152.24	$ 34,732.60	**$ 211,429.02**
Woodland Terrace	Maintenance Foreman	$ 60,920.53	$ 87,030.96	$ 10,966.40	$ 20,999.21	**$ 179,917.10**
Property Operations Mgmt	Regional Maint Spvr	$ 60,886.88	$ 108,871.01	$ 11,708.21	$ 17,519.00	**$ 198,985.10**
James Creek	Maintenance Foreman	$ 59,006.67	$ 97,082.85	$ 11,634.82	$ 17,471.08	**$ 185,195.42**
Property Operations Mgmt	Carpenter	$ 58,070.52	$ 72,976.88	$ 9,664.21	$ 17,117.00	**$ 157,828.61**
Greenleaf Gardens	Spv Util Syst Rpr Oper	$ 57,212.52	$ 101,136.58	$ 11,518.52	$ 28,430.39	**$ 198,298.01**
Woodland Terrace	Maintenance Mechanic	$ 56,947.61	$ 75,016.19	$ 9,743.33	$ 20,346.56	**$ 162,053.69**
Housing Choice Voucher	HCVP Utl and Pst Mbl Spvr	$ 55,788.97	$ 111,750.70	$ 12,389.48	$ 22,285.00	**$ 202,214.15**
Sibley Senior	Maintenance Foreman	$ 53,779.08	$ 84,032.04	$ 10,542.54	$ 6,786.47	**$ 155,140.13**
Housing Choice Voucher	Lead Recert and QC Spec	$ 53,458.43	$ 89,203.81	$ -	$ 30,056.00	**$ 172,718.24**
Public Safety	Special Police Officer	$ 51,688.43	$ 73,366.94	$ 9,303.59	$ 16,308.30	**$ 150,667.26**
Information Technology	IT Building Tech Lead	$ 51,326.49	$ 151,385.08	$ 15,101.48	$ 10,199.02	**$ 228,012.07**
Stodert Terrace	Maintenance Mechanic	$ 51,251.21	$ 73,689.51	$ 9,557.96	$ 6,160.39	**$ 140,659.07**
Housing Choice Voucher	Spv Housing Program Spec	$ 49,767.33	$ 113,054.19	$ 12,218.48	$ 15,416.65	**$ 190,456.65**
Greenleaf Gardens	Maintenance Foreman	$ 49,153.03	$ 93,690.60	$ 10,743.30	$ 14,343.21	**$ 167,930.14**

Name	EmpID	Paydate	Department	Job	$204,579.80 Bonus	Reason
Pettigrew, Keith L.	00006500	01 27, 2025	Ex Director Office	Executive Director	$ 26,636.00	Executive bonus
Wickliffe, Nicole	00003348	12 20, 2024	Ex Director Office	Deputy Executive Director	$ 25,208.33	Executive bonus
Glassman, Amy	01000223	12 20, 2024	General Counsel	General Counsel	$ 16,625.00	Executive bonus
Mueller, Heather	00003387	12 20, 2024	Financial Management	Interim CFO	$ 15,000.00	Executive bonus
Cooper, Petuna	00009852	12 20, 2024	Audit and Compliance	VP OAC Chief	$ 12,161.75	Executive bonus
Buck, Michael T.	00003142	12 20, 2024	Information Technology	VP CIO IT	$ 12,161.69	Executive bonus
McNair, Alethea J.	00899711	12 20, 2024	Ex Director Office	Chief of Staff	$ 11,900.00	Executive bonus
Reese, Michael E.	00999879	12 20, 2024	Public Safety	Director of Public Safety	$ 10,791.67	Executive bonus
Eath, Nona	00003093	12 20, 2024	Property Operations Mgmt	Sr VP PMO	$ 9,514.94	Executive bonus
Gebreyes, Hammere	00001460	12 20, 2024	Ex Director Office	Dir of Ext Affairs and Sr	$ 9,500.01	Executive bonus
Miller, Sheila	01000222	12 20, 2024	Capitol Planning	Dir of Capital Programs	$ 8,370.83	Executive bonus
Zaldana, Jacqueline L.	01000229	12 20, 2024	Const & Capital Design	Dir of Cap Constr & Desig	$ 6,124.66	Executive bonus
Burdo, Alison	00003356	12 20, 2024	Ex Director Office	Dir Pub Aff Comm	$ 6,012.86	Executive bonus
Elkhazeen, Isra A.	01000232	12 20, 2024	Financial Management	Dir of Budget & Fin Rptg	$ 5,600.00	Executive bonus
Shaw, Anton	01000221	12 20, 2024	Housing Choice Voucher	Dir HCVP Local	$ 5,395.83	Executive bonus
Summerville, Gene	01000244	12 20, 2024	Administrative Services	Sr. VP, Contracts & Proc	$ 5,340.56	Executive bonus
Lebby, Jannie I.	00000051	01 17, 2025	Housing Choice Voucher	Housing Program Manager	$ 5,000.00	Executive bonus
Campion, Grace A.	00999973	12 20, 2024	Asset Management	Director Asset Management	$ 4,053.92	Executive bonus
Green, Craigory O.	01000305	12 20, 2024	Public Safety	Deputy Chief of Police	$ 1,768.67	Executive bonus
Johnson-Holloway, Jacqueline	00005665	06 06, 2025	Customer Engagement	Staff Assistant (OCE)	$ 1,500.00	Performance Bonus
Pompey, Ockeshia T.	01000028	02 28, 2025	Housing Choice Voucher	DD Housing Program	$ 1,500.00	Performance Bonus
Thomas, Carmen M.	00003057	12 06, 2024	Housing Choice Voucher	Housing Program Coord	$ 773.99	Employee bonus award
Taylor, Gregory D.	00000550	12 06, 2024	Greenleaf Gardens	Laborer	$ 772.37	Employee bonus award
Campbell, William M.	00001658	12 06, 2024	Langston Terrace	Maintenance Mechanic	$ 749.62	Employee bonus award
Thomas, Gary L.	00552268	12 06, 2024	Public Safety	Special Police Officer	$ 740.28	Employee bonus award
Proctor, John	00009092	12 06, 2024	Customer Engagement	Customer Engagement Coord	$ 727.96	Employee bonus award
Johnson-Bowlding, Elvyra L.	00146020	12 06, 2024	Housing Choice Voucher	Housing Program Spec II	$ 648.86	Employee bonus award

Name	EmpID	Paydate	Department	Job	**$40,093.49** Severance Pay
Graham, Kimberly A.	00003260	11 22, 2024	Human Resources	Sr. VP HR	$40,093.49

Name	EmpID	Paydate	Department	Job	$13,078.43 Bonus
Adams, Tracy	01000426	12 05, 2025	Customer Engagement	Customer Srv Call Ctr Rep	$384.96
Bailey Sr., Willie F.	01000275	12 05, 2025	Ex Director Office	Youth Pgrm Coordinator	$774.01
Bunn, Kisha T.	00999761	12 05, 2025	Customer Engagement	Customer Engagement Coord	$541.42
Davis, Ambria R.	01000311	12 05, 2025	Customer Engagement	Customer Srv Call Ctr Rep	$270.72
Day, Ivy N.	00146305	12 05, 2025	Housing Choice Voucher	Housing Program Spec II	$400.64
Fulton, Keith D.	00146355	12 05, 2025	Property Operations Mgmt	Motor Vehicle Operator	$650.67
Holmes, Makiya	01000442	12 05, 2025	Housing Choice Voucher	Clerical Assistant (HCVP)	$369.30
Jefferson, Shernita T.	00000347	12 05, 2025	Customer Engagement	Customer Engagement Spec	$723.68
Johnson, Mary E.	00001584	12 05, 2025	Housing Choice Voucher	Housing Program Spec II	$355.36
Leonard, Andre E.	00146569	12 05, 2025	Ex Director Office	Support Services Spec	$738.73
Lucas, Monique L.	01000238	12 05, 2025	Greenleaf Gardens	Housing Mgmt Assistant	$710.73
Morgan, Christopher E	00060154	12 05, 2025	Property Operations Mgmt	Electrician	$728.86
Nelson, Joseph E.	00009447	12 05, 2025	Resident Services	Cred Bld Rt Rep Prg Spec	$734.21
Norales, Barbara	01000242	12 05, 2025	Housing Choice Voucher	Recp Admin Assistant	$387.01
Pannell, Donna J.	00999871	12 05, 2025	Housing Choice Voucher	Housing Program Spec II	$376.80
Partlow, Ashlee M.	00009419	12 05, 2025	Human Resources	Human Res Spec Proj Mgr	$773.98
Proctor, John	00009092	12 05, 2025	Customer Engagement	Customer Engagement Coord	$735.46
Scott, Moneek C.	00007091	12 05, 2025	Resident Services	Community Navigator	$749.63
Sloan, Curtis R	01000280	12 05, 2025	Public Safety	Spv Hous Police Off Sgt	$762.18
Wasi, Tajsha M.	00007249	12 05, 2025	Benning Terrace	Housing Manager	$735.46
Wills, Billy A.	00003209	12 05, 2025	CS Call Center	Customer Srv Call Ctr Rep	$400.64
Yoon, Mira	01000422	12 05, 2025	Public Affairs	Digital Designer	$773.98

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
6908 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 10/03/24 (10/24)				
	P-1841261	cc_pmo	199,817.81	419005000 - Fuel-Administrative
Total 6908 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 10/03/24 (10/24)			**199,817.81**	
7268 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 11/14/24 (11/24)				
	P-1874392	cc_pmo	204,270.15	442007000 - Supplies-Maint/Repairs
Total 7268 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 11/14/24 (11/24)			**204,270.15**	
7415 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 12/05/24 (12/24)				
	P-1906296	cc_pmo	172,663.83	442007000 - Supplies-Maint/Repairs
Total 7415 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 12/05/24 (12/24)			**172,663.83**	
7697 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 01/09/25 (01/25)				
	P-1940023	cc_ors	11,252.86	442007000 - Supplies-Maint/Repairs
	P-1940023	cc_itd	13,109.59	442007000 - Supplies-Maint/Repairs
	P-1940023	cc_ops	33,157.02	442007000 - Supplies-Maint/Repairs
	P-1940023	cc_hcvp	1,486.77	442007000 - Supplies-Maint/Repairs
	P-1940023	cc_pmo	129,132.89	442007000 - Supplies-Maint/Repairs
	P-1940023	cc_exec	342.05	442007000 - Supplies-Maint/Repairs
	P-1940023	cc_oac	371.29	442007000 - Supplies-Maint/Repairs
Total 7697 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 01/09/25 (01/25)			**188,852.47**	
7932 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 02/14/25 (02/25)				
	P-1974249	cc_itd	21,493.64	442007000 - Supplies-Maint/Repairs
	P-1974249	cc_ops	24,176.33	442007000 - Supplies-Maint/Repairs
	P-1974249	cc_hcvp	12,127.78	442007000 - Supplies-Maint/Repairs
	P-1974249	cc_ors	12,918.73	442007000 - Supplies-Maint/Repairs
	P-1974249	cc_pmo	38,058.48	442007000 - Supplies-Maint/Repairs
	P-1974249	cc_exec	467.20	442007000 - Supplies-Maint/Repairs
	P-1974249	cc_oac	425.00	442007000 - Supplies-Maint/Repairs
	P-1974249	ph001	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph003	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph008	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph013	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph017	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph019	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph021	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph022	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph023	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph024	1,841.98	442007000 - Supplies-Maint/Repairs
	P-1974249	ph025	1,841.98	442007000 - Supplies-Maint/Repairs
Total 7932 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 02/14/25 (02/25)			**129,928.94**	

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
8125 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 03/17/25 (03/25)				
	P-2009064	cc_oac	322.45	419022000 - Other Misc Admin Expenses
	P-2009064	ph001	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph003	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	cc_itd	35,021.92	419022000 - Other Misc Admin Expenses
	P-2009064	cc_ops	16,468.46	419022000 - Other Misc Admin Expenses
	P-2009064	cc_hcvp	18,679.65	419022000 - Other Misc Admin Expenses
	P-2009064	cc_ors	10,389.06	419022000 - Other Misc Admin Expenses
	P-2009064	cc_pmo	46,217.32	419022000 - Other Misc Admin Expenses
	P-2009064	cc_exec	405.53	419022000 - Other Misc Admin Expenses
	P-2009064	ph008	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph013	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph017	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph019	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph021	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph022	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph023	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph024	4,201.57	419022000 - Other Misc Admin Expenses
	P-2009064	ph025	4,201.57	419022000 - Other Misc Admin Expenses
Total 8125 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 03/17/25 (03/25)			**173,721.66**	
8356 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 04/24/25 (04/25)				
	P-2055265	cc_oac	212.65	419005000 - Fuel-Administrative
	P-2055265	ph001	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph003	4,440.66	419005000 - Fuel-Administrative
	P-2055265	cc_itd	24,489.39	419005000 - Fuel-Administrative
	P-2055265	cc_ops	10,658.28	419005000 - Fuel-Administrative
	P-2055265	cc_hcvp	8,111.95	419005000 - Fuel-Administrative
	P-2055265	cc_pmo	14,552.59	419005000 - Fuel-Administrative
	P-2055265	cc_oas	45.01	419005000 - Fuel-Administrative
	P-2055265	ph008	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph013	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph017	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph019	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph021	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph022	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph023	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph024	4,440.66	419005000 - Fuel-Administrative
	P-2055265	ph025	4,440.66	419005000 - Fuel-Administrative
Total 8356 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 04/24/25 (04/25)			**106,917.13**	

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
8521 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 05/29/25 (05/25)				
	P-2101617	cc_ors	2,163.60	419005000 - Fuel-Administrative
Total 8521 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 05/29/25 (05/25)			**2,163.60**	
8575 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 05/30/25 (05/25)				
	P-2101617	cc_exec	3,443.95	419005000 - Fuel-Administrative
	P-2101617	cc_oas	125.00	419005000 - Fuel-Administrative
	P-2101617	ph008	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph013	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph017	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph019	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph021	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph022	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph023	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph024	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph025	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph001	6,785.70	419005000 - Fuel-Administrative
	P-2101617	ph003	6,785.70	419005000 - Fuel-Administrative
	P-2101617	cc_itd	27,340.00	419005000 - Fuel-Administrative
	P-2101617	cc_ops	9,456.93	419005000 - Fuel-Administrative
	P-2101617	cc_hcvp	9,345.11	419005000 - Fuel-Administrative
Total 8575 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 05/30/25 (05/25)			**124,353.69**	
8737 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 06/13/25 (06/25)				
	P-2130091	cc_oac	220.00	419005000 - Fuel-Administrative
	P-2130091	ph001	7,360.79	419005000 - Fuel-Administrative
	P-2130091	ph003	7,360.79	419005000 - Fuel-Administrative
	P-2130091	cc_itd	25,340.00	419005000 - Fuel-Administrative
	P-2130091	cc_ops	9,545.63	419005000 - Fuel-Administrative
	P-2130091	cc_hcvp	9,345.11	419005000 - Fuel-Administrative
	P-2130091	cc_ors	2,100.00	419005000 - Fuel-Administrative
	P-2130091	cc_exec	4,250.00	419005000 - Fuel-Administrative
	P-2130091	cc_oas	145.00	419005000 - Fuel-Administrative
	P-2130091	ph008	7,360.79	419005000 - Fuel-Administrative
	P-2130091	ph013	7,360.79	419005000 - Fuel-Administrative
	P-2130091	ph017	7,360.79	419005000 - Fuel-Administrative
	P-2130091	ph019	7,360.79	419005000 - Fuel-Administrative
	P-2130091	ph021	7,360.79	419005000 - Fuel-Administrative
	P-2130091	ph022	7,360.79	419005000 - Fuel-Administrative
	P-2130091	ph023	7,360.79	419005000 - Fuel-Administrative
	P-2130091	ph025	7,360.79	419005000 - Fuel-Administrative
	P-2130091	cc_exec	-6,459.35	419005000 - Fuel-Administrative

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
Total 8737 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 06/13/25 (06/25)			**118,094.29**	
9017 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 07/21/25 (07/25)				
	P-2177759	ph003	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph008	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph013	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph016	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph017	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph019	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph021	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph022	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph023	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph024	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph025	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph030	7,757.15	419005000 - Fuel-Administrative
	P-2177759	ph043	7,757.15	419005000 - Fuel-Administrative
	P-2177759	cc_oac	248.50	419005000 - Fuel-Administrative
	P-2177759	cc_itd	28,340.95	419005000 - Fuel-Administrative
	P-2177759	cc_ops	11,545.33	419005000 - Fuel-Administrative
	P-2177759	cc_hcvp	10,345.11	419005000 - Fuel-Administrative
	P-2177759	cc_ors	2,525.00	419005000 - Fuel-Administrative
	P-2177759	cc_exec	425.30	419005000 - Fuel-Administrative
	P-2177759	cc_oas	220.98	419005000 - Fuel-Administrative
	P-2177759	ph070	7,506.76	419005000 - Fuel-Administrative
	P-2177759	cc_ocp	1,125.20	419005000 - Fuel-Administrative
Total 9017 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 07/21/25 (07/25)			**163,126.08**	
9297 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 08/21/25 (08/25)				
	P-2222091	ph003	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph008	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph013	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph016	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph017	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph019	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph021	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph022	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph023	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph070	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph024	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph025	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph030	4,174.21	419005000 - Fuel-Administrative
	P-2222091	ph043	4,174.21	419005000 - Fuel-Administrative

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2222091	cc_oac	370.98	419005000 - Fuel-Administrative
	P-2222091	cc_itd	26,062.32	419005000 - Fuel-Administrative
	P-2222091	cc_ops	12,054.45	419005000 - Fuel-Administrative
	P-2222091	cc_hcvp	16,759.42	419005000 - Fuel-Administrative
	P-2222091	cc_ors	2,525.00	419005000 - Fuel-Administrative
	P-2222091	cc_exec	550.06	419005000 - Fuel-Administrative
	P-2222091	cc_oas	320.98	419005000 - Fuel-Administrative
	P-2222091	cc_ocp	1,125.00	419005000 - Fuel-Administrative
Total 9297 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 08/21/25 (08/25)			**118,207.15**	
9540 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 09/18/25 (09/25) (Voided)				
	P-2268051	ph003	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph008	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph013	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph016	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph017	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph019	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph021	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph022	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph070	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph023	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph024	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph025	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph030	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph043	6,349.06	419005000 - Fuel-Administrative
	P-2268051	cc_oac	492.25	419005000 - Fuel-Administrative
	P-2268051	cc_itd	27,546.01	419005000 - Fuel-Administrative
	P-2268051	cc_ops	8,829.04	419005000 - Fuel-Administrative
	P-2268051	cc_hcvp	4,694.05	419005000 - Fuel-Administrative
	P-2268051	cc_ors	8,069.04	419005000 - Fuel-Administrative
	P-2268051	cc_exec	1,319.06	419005000 - Fuel-Administrative
	P-2268051	cc_oas	258.12	419005000 - Fuel-Administrative
	P-2268051	cc_ocp	528.65	419005000 - Fuel-Administrative
Total 9540 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 09/18/25 (09/25) (Voided)			**140,623.06**	
9540 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 09/18/25 (09/25) (Voider)				
	P-2268051	ph003	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph008	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph013	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph016	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph017	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph019	-6,349.06	419005000 - Fuel-Administrative

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2268051	ph021	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph022	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph070	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph023	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph024	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph025	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph030	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph043	-6,349.06	419005000 - Fuel-Administrative
	P-2268051	cc_oac	-492.25	419005000 - Fuel-Administrative
	P-2268051	cc_itd	-27,546.01	419005000 - Fuel-Administrative
	P-2268051	cc_ops	-8,829.04	419005000 - Fuel-Administrative
	P-2268051	cc_hcvp	-4,694.05	419005000 - Fuel-Administrative
	P-2268051	cc_ors	-8,069.04	419005000 - Fuel-Administrative
	P-2268051	cc_exec	-1,319.06	419005000 - Fuel-Administrative
	P-2268051	cc_oas	-258.12	419005000 - Fuel-Administrative
	P-2268051	cc_ocp	-528.65	419005000 - Fuel-Administrative
Total 9540 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 09/18/25 (09/25) (Voider)			**-140,623.06**	
9585 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 09/24/25 (09/25)				
	P-2268051	ph003	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph008	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph013	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph016	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph017	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph019	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph021	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph022	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph070	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph023	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph024	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph025	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph030	6,349.06	419005000 - Fuel-Administrative
	P-2268051	ph043	6,349.06	419005000 - Fuel-Administrative
	P-2268051	cc_oac	492.25	419005000 - Fuel-Administrative
	P-2268051	cc_itd	27,546.01	419005000 - Fuel-Administrative
	P-2268051	cc_ops	8,829.04	419005000 - Fuel-Administrative
	P-2268051	cc_hcvp	4,694.05	419005000 - Fuel-Administrative
	P-2268051	cc_ors	8,069.04	419005000 - Fuel-Administrative
	P-2268051	cc_exec	1,319.06	419005000 - Fuel-Administrative
	P-2268051	cc_oas	258.12	419005000 - Fuel-Administrative
	P-2268051	cc_ocp	528.65	419005000 - Fuel-Administrative
Total 9585 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 09/24/25 (09/25)			**140,623.06**	

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
			1,842,739.86	

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
6997 (gf-ap) - AMERICAN EXPRESS (V0008869) - 10/11/24 (10/24)				
	P-1841871	cc_oas	225,417.37	419022000 - Other Misc Admin Expenses
	P-1841871	cc_exec	262.25	419022000 - Other Misc Admin Expenses
	P-1841871	cc_ofm	29,318.67	419022000 - Other Misc Admin Expenses
	P-1841871	cc_hcvp	822.45	419022000 - Other Misc Admin Expenses
	P-1841871	cc_pmo	78,518.38	419022000 - Other Misc Admin Expenses
	P-1841871	cc_ofm	-6.99	419022000 - Other Misc Admin Expenses
	P-1841871	cc_oas	-733.19	419022000 - Other Misc Admin Expenses
	P-1841871	cc_pmo	-537.34	419022000 - Other Misc Admin Expenses
Total 6997 (gf-ap) - AMERICAN EXPRESS (V0008869) - 10/11/24 (10/24)			**333,061.60**	
7382 (gf-ap) - AMERICAN EXPRESS (V0008869) - 11/29/24 (11/24) (Voided)				
	P-1906056	cc_exec	1,793.29	419022000 - Other Misc Admin Expenses
	P-1906056	cc_ofm	69,134.81	419022000 - Other Misc Admin Expenses
	P-1906056	cc_oas	209,494.89	419022000 - Other Misc Admin Expenses
	P-1906056	cc_hcvp	1,477.26	419022000 - Other Misc Admin Expenses
	P-1906056	cc_pmo	63,572.52	419022000 - Other Misc Admin Expenses
	P-1906056	cc_ofm	-197.59	419022000 - Other Misc Admin Expenses
Total 7382 (gf-ap) - AMERICAN EXPRESS (V0008869) - 11/29/24 (11/24) (Voided)			**345,275.18**	
7382 (gf-ap) - AMERICAN EXPRESS (V0008869) - 11/29/24 (11/24) (Voider)				
	P-1906056	cc_exec	-1,793.29	419022000 - Other Misc Admin Expenses
	P-1906056	cc_ofm	-69,134.81	419022000 - Other Misc Admin Expenses
	P-1906056	cc_oas	-209,494.89	419022000 - Other Misc Admin Expenses
	P-1906056	cc_hcvp	-1,477.26	419022000 - Other Misc Admin Expenses
	P-1906056	cc_pmo	-63,572.52	419022000 - Other Misc Admin Expenses
	P-1906056	cc_ofm	197.59	419022000 - Other Misc Admin Expenses
Total 7382 (gf-ap) - AMERICAN EXPRESS (V0008869) - 11/29/24 (11/24) (Voider)			**-345,275.18**	
7409 (gf-ap) - AMERICAN EXPRESS (V0008869) - 11/29/24 (11/24)				
	P-1906056	cc_exec	1,793.29	419022000 - Other Misc Admin Expenses
	P-1906056	cc_ofm	69,134.81	419022000 - Other Misc Admin Expenses
	P-1906056	cc_oas	209,494.89	419022000 - Other Misc Admin Expenses
	P-1906056	cc_hcvp	1,477.26	419022000 - Other Misc Admin Expenses
	P-1906056	cc_pmo	63,572.52	419022000 - Other Misc Admin Expenses
	P-1906056	cc_ofm	-197.59	419022000 - Other Misc Admin Expenses
Total 7409 (gf-ap) - AMERICAN EXPRESS (V0008869) - 11/29/24 (11/24)			**345,275.18**	
7517 (gf-ap) - AMERICAN EXPRESS (V0008869) - 12/13/24 (12/24)				
	P-1906611	cc_ofm	14,409.42	419022000 - Other Misc Admin Expenses
	P-1906611	cc_ofm	-148.34	419022000 - Other Misc Admin Expenses
	P-1906611	cc_oas	75,526.75	419022000 - Other Misc Admin Expenses

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-1906611	cc_oas	-577.12	419022000 - Other Misc Admin Expenses
	P-1906611	cc_hcvp	396.82	419022000 - Other Misc Admin Expenses
	P-1906611	cc_hcvp	-31.57	419022000 - Other Misc Admin Expenses
	P-1906611	cc_pmo	128,157.17	419022000 - Other Misc Admin Expenses
	P-1906611	cc_pmo	-30,242.53	419022000 - Other Misc Admin Expenses
	P-1906611	cc_ogc	103.82	419022000 - Other Misc Admin Expenses
late fees	P-1906611	cc_oas	39.00	419022000 - Other Misc Admin Expenses
Total 7517 (gf-ap) - AMERICAN EXPRESS (V0008869) - 12/13/24 (12/24)			**187,633.42**	
7732 (gf-ap) - AMERICAN EXPRESS (V0008869) - 01/13/25 (01/25)				
	P-1940175	cc_exec	6,614.33	419022000 - Other Misc Admin Expenses
	P-1940175	cc_ofm	2,829.28	419022000 - Other Misc Admin Expenses
	P-1940175	cc_oas	60,796.73	419022000 - Other Misc Admin Expenses
	P-1940175	cc_hcvp	57.87	419022000 - Other Misc Admin Expenses
	P-1940175	cc_pmo	117,617.49	419022000 - Other Misc Admin Expenses
Total 7732 (gf-ap) - AMERICAN EXPRESS (V0008869) - 01/13/25 (01/25)			**187,915.70**	
7962 (gf-ap) - AMERICAN EXPRESS (V0008869) - 02/14/25 (02/25)				
	P-1974248	cc_exec	1,826.97	419022000 - Other Misc Admin Expenses
	P-1974248	cc_ofm	1,882.95	419022000 - Other Misc Admin Expenses
	P-1974248	cc_oas	129,081.48	419022000 - Other Misc Admin Expenses
	P-1974248	cc_hcvp	82.44	419022000 - Other Misc Admin Expenses
	P-1974248	cc_pmo	193,737.88	419022000 - Other Misc Admin Expenses
Total 7962 (gf-ap) - AMERICAN EXPRESS (V0008869) - 02/14/25 (02/25)			**326,611.72**	
8198 (gf-ap) - AMERICAN EXPRESS (V0008869) - 03/28/25 (03/25)				
	P-2046495	cc_exec	137.99	415000000 - Travel
	P-2046495	cc_exec	159.99	415000000 - Travel
	P-2046495	cc_exec	40.00	415000000 - Travel
	P-2046495	cc_exec	107.83	415000000 - Travel
	P-2046495	cc_exec	48.26	415000000 - Travel
	P-2046495	cc_ofm	18,777.62	418200000 - Consultants
	P-2046495	cc_ofm	268.69	418200000 - Consultants
	P-2046495	cc_ofm	75.00	419012000 - Software
	P-2046495	cc_exec	12.72	419004000 - Office Supplies
	P-2046495	cc_exec	120.00	419012000 - Software
	P-2046495	cc_ofm	0.65	418200000 - Consultants
	P-2046495	cc_exec	19.00	419012000 - Software
	P-2046495	cc_ofm	14.90	418200000 - Consultants
	P-2046495	cc_ofm	14.90	418200000 - Consultants
	P-2046495	cc_ofm	14.90	418200000 - Consultants
	P-2046495	cc_ofm	99.00	418200000 - Consultants

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_ofm	159.00	418200000 - Consultants
	P-2046495	cc_oac	6.35	419012000 - Software
	P-2046495	cc_ofm	737.75	418200000 - Consultants
	P-2046495	cc_ofm	3,300.00	414000000 - Staff Training
	P-2046495	cc_ofm	550.00	414000000 - Staff Training
	P-2046495	cc_ofm	0.65	418200000 - Consultants
	P-2046495	cc_itd	761.93	419012000 - Software
	P-2046495	cc_ofm	1.30	418200000 - Consultants
	P-2046495	cc_ofm	0.65	418200000 - Consultants
	P-2046495	cc_ofm	11.10	418200000 - Consultants
	P-2046495	cc_pmo	120.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	121.22	415000000 - Travel
	P-2046495	cc_pmo	3,500.00	415000000 - Travel
	P-2046495	cc_pmo	544.32	415000000 - Travel
	P-2046495	cc_pmo	1,357.78	415000000 - Travel
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,602.23	415000000 - Travel
	P-2046495	cc_pmo	2,432.97	415000000 - Travel
	P-2046495	cc_pmo	4,998.40	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	790.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	265.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_ops	452.37	415000000 - Travel
	P-2046495	cc_pmo	870.63	415000000 - Travel
	P-2046495	cc_pmo	57.77	415000000 - Travel
	P-2046495	cc_ops	60.00	415000000 - Travel
	P-2046495	cc_pmo	3,466.82	415000000 - Travel
	P-2046495	cc_pmo	2,000.18	415000000 - Travel
	P-2046495	cc_pmo	152.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,196.60	415000000 - Travel
	P-2046495	cc_pmo	2,099.23	415000000 - Travel
	P-2046495	cc_pmo	528.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_exec	570.97	415000000 - Travel
	P-2046495	cc_pmo	2,628.64	415000000 - Travel
	P-2046495	cc_pmo	3,398.35	415000000 - Travel
	P-2046495	cc_pmo	2,666.27	415000000 - Travel
	P-2046495	cc_exec	49.75	419004000 - Office Supplies
	P-2046495	cc_pmo	1,869.12	415000000 - Travel
	P-2046495	cc_exec	939.78	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	80.00	442023000 - Materials-Miscellaneous

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_pmo	2,968.03	415000000 - Travel
	P-2046495	cc_pmo	945.68	415000000 - Travel
	P-2046495	cc_pmo	2,632.65	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,375.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	961.36	415000000 - Travel
	P-2046495	cc_pmo	1,215.15	415000000 - Travel
	P-2046495	cc_pmo	1,773.33	415000000 - Travel
	P-2046495	cc_pmo	3,550.39	415000000 - Travel
	P-2046495	cc_pmo	5,000.00	415000000 - Travel
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,856.05	415000000 - Travel
	P-2046495	cc_pmo	4,052.62	415000000 - Travel
	P-2046495	cc_pmo	2,191.49	415000000 - Travel
	P-2046495	cc_exec	909.54	415000000 - Travel
	P-2046495	cc_pmo	1,019.56	415000000 - Travel
	P-2046495	cc_exec	315.61	415000000 - Travel
	P-2046495	cc_pmo	1,545.75	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	603.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	376.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	80.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	920.96	415000000 - Travel
	P-2046495	cc_pmo	920.96	415000000 - Travel
	P-2046495	cc_pmo	1,189.65	415000000 - Travel
	P-2046495	cc_pmo	219.15	415000000 - Travel
	P-2046495	cc_pmo	135.60	415000000 - Travel
	P-2046495	cc_pmo	135.60	415000000 - Travel
	P-2046495	cc_pmo	1,218.24	415000000 - Travel
	P-2046495	cc_pmo	2,364.44	415000000 - Travel
	P-2046495	cc_pmo	2,989.92	415000000 - Travel
	P-2046495	cc_pmo	300.31	415000000 - Travel
	P-2046495	cc_oas	15.89	419012000 - Software
	P-2046495	cc_pmo	80.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_ops	103.00	418200000 - Consultants
	P-2046495	cc_pmo	-219.15	415000000 - Travel
	P-2046495	cc_pmo	1,468.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,733.75	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	302.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	160.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,484.16	415000000 - Travel
	P-2046495	cc_pmo	767.84	415000000 - Travel

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_oas	21.20	419012000 - Software
	P-2046495	cc_exec	49.75	419004000 - Office Supplies
	P-2046495	cc_pmo	2,573.52	415000000 - Travel
	P-2046495	cc_pmo	3,746.34	415000000 - Travel
	P-2046495	cc_pmo	1,827.10	415000000 - Travel
	P-2046495	cc_pmo	2,070.88	415000000 - Travel
	P-2046495	cc_pmo	2,748.36	415000000 - Travel
	P-2046495	cc_pmo	2,544.18	415000000 - Travel
	P-2046495	cc_pmo	1,720.71	415000000 - Travel
	P-2046495	cc_pmo	191.88	415000000 - Travel
	P-2046495	cc_pmo	152.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,317.80	415000000 - Travel
	P-2046495	cc_pmo	2,651.50	415000000 - Travel
	P-2046495	cc_pmo	1,461.68	415000000 - Travel
	P-2046495	cc_pmo	3,446.04	415000000 - Travel
	P-2046495	cc_pmo	-1,643.10	415000000 - Travel
	P-2046495	cc_pmo	-1,449.30	415000000 - Travel
	P-2046495	cc_pmo	1,223.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_ops	103.00	418200000 - Consultants
	P-2046495	cc_pmo	1,462.81	415000000 - Travel
	P-2046495	cc_pmo	2,875.90	415000000 - Travel
	P-2046495	cc_pmo	242.34	415000000 - Travel
	P-2046495	cc_pmo	727.02	415000000 - Travel
	P-2046495	cc_pmo	376.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,143.31	415000000 - Travel
	P-2046495	cc_pmo	1,857.28	415000000 - Travel
	P-2046495	cc_pmo	2,044.48	415000000 - Travel
	P-2046495	cc_pmo	524.00	415000000 - Travel
	P-2046495	cc_pmo	325.20	415000000 - Travel
	P-2046495	cc_pmo	952.63	415000000 - Travel
	P-2046495	cc_pmo	1,352.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	409.31	415000000 - Travel
	P-2046495	cc_pmo	1,132.84	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,913.82	415000000 - Travel
	P-2046495	cc_pmo	3,047.16	415000000 - Travel
	P-2046495	cc_ops	178.99	415000000 - Travel
	P-2046495	cc_pmo	96.44	415000000 - Travel
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	492.90	442023000 - Materials-Miscellaneous

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_pmo	1,776.75	415000000 - Travel
	P-2046495	cc_pmo	1,156.24	415000000 - Travel
	P-2046495	cc_pmo	1,966.65	415000000 - Travel
	P-2046495	cc_pmo	2,209.44	415000000 - Travel
	P-2046495	cc_pmo	3,575.75	415000000 - Travel
	P-2046495	cc_pmo	-695.34	415000000 - Travel
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,189.94	415000000 - Travel
	P-2046495	cc_pmo	1,874.98	415000000 - Travel
	P-2046495	cc_pmo	4,468.75	415000000 - Travel
	P-2046495	cc_pmo	2,264.71	415000000 - Travel
	P-2046495	cc_pmo	2,557.94	415000000 - Travel
	P-2046495	cc_pmo	2,662.67	415000000 - Travel
	P-2046495	cc_pmo	3,139.96	415000000 - Travel
	P-2046495	cc_pmo	1,309.08	415000000 - Travel
	P-2046495	cc_pmo	975.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	3,500.00	415000000 - Travel
	P-2046495	cc_pmo	-1,309.00	415000000 - Travel
	P-2046495	cc_pmo	-0.08	415000000 - Travel
	P-2046495	cc_hcvp	354.97	415000000 - Travel
	P-2046495	cc_hcvp	354.97	415000000 - Travel
	P-2046495	cc_hcvp	135.60	415000000 - Travel
	P-2046495	cc_hcvp	135.60	415000000 - Travel
	P-2046495	cc_hcvp	5.59	442023000 - Materials-Miscellaneous
	P-2046495	cc_hcvp	325.20	415000000 - Travel
	P-2046495	cc_hcvp	325.20	415000000 - Travel
	P-2046495	cc_hcvp	303.13	442023000 - Materials-Miscellaneous
	P-2046495	cc_hcvp	63.58	419004000 - Office Supplies
	P-2046495	cc_pmo	1,319.50	423001000 - Tenant Relocation
	P-2046495	cc_pmo	111.87	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,084.15	423001000 - Tenant Relocation
	P-2046495	cc_pmo	5,907.54	423001000 - Tenant Relocation
	P-2046495	cc_pmo	576.28	423001000 - Tenant Relocation
	P-2046495	cc_pmo	806.38	423001000 - Tenant Relocation
	P-2046495	cc_pmo	806.38	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,908.10	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,662.32	423001000 - Tenant Relocation
	P-2046495	cc_pmo	146.85	423001000 - Tenant Relocation
	P-2046495	cc_pmo	529.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	305.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	656.90	442023000 - Materials-Miscellaneous

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_pmo	1,500.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,365.75	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	529.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	395.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	693.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,329.75	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	265.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	339.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	490.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	453.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,316.64	423001000 - Tenant Relocation
	P-2046495	cc_pmo	215.84	423001000 - Tenant Relocation
	P-2046495	cc_pmo	215.84	423001000 - Tenant Relocation
	P-2046495	cc_pmo	4,224.14	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,810.57	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,645.36	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,073.35	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,170.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,019.91	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,130.75	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,180.03	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,648.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,571.99	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,649.15	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,649.15	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,660.31	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-1,131.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,075.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,239.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	376.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	40.00	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	229.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,709.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,709.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	969.13	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,459.36	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,316.64	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,419.23	423001000 - Tenant Relocation
	P-2046495	cc_pmo	4,905.65	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,488.27	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,069.03	423001000 - Tenant Relocation
	P-2046495	cc_pmo	329.16	423001000 - Tenant Relocation

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_pmo	858.68	423001000 - Tenant Relocation
	P-2046495	cc_pmo	4,287.75	423001000 - Tenant Relocation
	P-2046495	cc_pmo	780.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,210.03	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,210.03	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,540.43	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,540.43	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,060.45	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,227.26	423001000 - Tenant Relocation
	P-2046495	cc_pmo	460.20	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,030.30	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,512.95	423001000 - Tenant Relocation
	P-2046495	cc_pmo	751.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	342.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	487.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,470.18	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,820.89	423001000 - Tenant Relocation
	P-2046495	cc_pmo	875.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	830.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,183.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	569.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	669.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	791.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	265.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	3,520.63	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,566.97	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,565.90	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,018.75	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,133.97	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-1,065.05	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,315.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	305.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	3,213.01	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,567.65	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,567.65	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,753.17	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,753.17	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,567.65	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,620.29	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,040.08	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,792.70	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	3,254.82	423001000 - Tenant Relocation

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_pmo	2,506.46	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,475.44	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,143.90	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,058.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,139.33	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,746.21	423001000 - Tenant Relocation
	P-2046495	cc_pmo	155.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	305.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,715.57	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,660.40	423001000 - Tenant Relocation
	P-2046495	cc_pmo	180.65	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,880.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,004.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,730.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	951.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	305.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,392.65	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,820.72	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,202.41	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-400.48	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,470.14	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,097.83	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,003.49	423001000 - Tenant Relocation
	P-2046495	cc_pmo	571.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	265.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	790.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	758.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	611.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	874.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	305.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	236.04	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,180.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,350.19	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,505.79	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,425.87	423001000 - Tenant Relocation
	P-2046495	cc_pmo	144.94	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,545.62	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,545.62	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,873.76	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,920.28	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,667.02	423001000 - Tenant Relocation
	P-2046495	cc_pmo	397.90	423001000 - Tenant Relocation

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_pmo	994.75	423001000 - Tenant Relocation
	P-2046495	cc_pmo	334.62	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,789.82	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,280.57	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,126.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,593.13	423001000 - Tenant Relocation
	P-2046495	cc_pmo	3,258.99	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,323.66	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,116.95	423001000 - Tenant Relocation
	P-2046495	cc_pmo	507.63	423001000 - Tenant Relocation
	P-2046495	cc_pmo	977.41	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,423.80	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,388.78	423001000 - Tenant Relocation
	P-2046495	cc_pmo	147.34	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,654.30	423001000 - Tenant Relocation
	P-2046495	cc_pmo	846.99	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,297.14	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,324.70	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,289.31	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,087.12	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,341.99	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,562.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	191.82	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,402.58	423001000 - Tenant Relocation
	P-2046495	cc_pmo	525.12	423001000 - Tenant Relocation
	P-2046495	cc_pmo	58.18	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,194.41	423001000 - Tenant Relocation
	P-2046495	cc_pmo	977.41	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,378.36	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,416.87	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,449.35	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,589.70	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,434.30	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,346.85	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,677.25	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,346.85	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,346.85	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,346.85	423001000 - Tenant Relocation
	P-2046495	cc_pmo	335.10	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,566.06	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-58.18	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-846.99	423001000 - Tenant Relocation

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_pmo	-1,360.10	423001000 - Tenant Relocation
	P-2046495	cc_pmo	830.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,708.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	265.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	568.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	659.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	117.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,008.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,614.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,223.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,086.02	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,943.06	423001000 - Tenant Relocation
	P-2046495	cc_pmo	127.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,470.14	423001000 - Tenant Relocation
	P-2046495	cc_pmo	265.95	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,985.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,787.52	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,529.75	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,731.75	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,291.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,274.31	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,703.77	423001000 - Tenant Relocation
	P-2046495	cc_pmo	655.12	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-1,214.46	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-1,229.40	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-1,242.30	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,093.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	677.90	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,218.80	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,995.65	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,087.59	423001000 - Tenant Relocation
	P-2046495	cc_pmo	425.65	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,112.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,048.45	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,258.94	423001000 - Tenant Relocation
	P-2046495	cc_pmo	952.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,744.18	423001000 - Tenant Relocation
	P-2046495	cc_pmo	241.40	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,117.30	423001000 - Tenant Relocation
	P-2046495	cc_pmo	5,612.18	423001000 - Tenant Relocation
	P-2046495	cc_pmo	4,842.18	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,391.18	423001000 - Tenant Relocation

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2046495	cc_pmo	1,270.78	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,647.59	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,593.13	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,339.22	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,339.22	423001000 - Tenant Relocation
	P-2046495	cc_pmo	2,056.41	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,560.18	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-361.38	423001000 - Tenant Relocation
	P-2046495	cc_pmo	-51.87	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,561.75	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	1,161.85	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	3,895.92	423001000 - Tenant Relocation
	P-2046495	cc_pmo	227.59	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,470.14	423001000 - Tenant Relocation
	P-2046495	cc_pmo	199.00	423001000 - Tenant Relocation
	P-2046495	cc_pmo	4,769.85	423001000 - Tenant Relocation
	P-2046495	cc_pmo	368.72	423001000 - Tenant Relocation
	P-2046495	cc_pmo	1,915.48	423001000 - Tenant Relocation
	P-2046495	cc_ogc	103.74	442023000 - Materials-Miscellaneous
	P-2046495	cc_pmo	2,810.57	415000000 - Travel
Total 8198 (gf-ap) - AMERICAN EXPRESS (V0008869) - 03/28/25 (03/25)			**535,213.33**	
8295 (gf-ap) - AMERICAN EXPRESS (V0008869) - 04/17/25 (04/25)				
	P-2054635	cc_hcvp	28.87	415000000 - Travel
	P-2054635	cc_hcvp	318.43	419022000 - Other Misc Admin Expenses
Total 8295 (gf-ap) - AMERICAN EXPRESS (V0008869) - 04/17/25 (04/25)			**347.30**	
8319 (gf-ap) - AMERICAN EXPRESS (V0008869) - 04/17/25 (04/25)				
	P-2054635	cc_itd	190.80	419012000 - Software
	P-2054635	cc_oac	6.35	419012000 - Software
	P-2054635	cc_oac	22.20	414000000 - Staff Training
	P-2054635	cc_oas	3,239.46	419012000 - Software
	P-2054635	cc_exec	621.27	415000000 - Travel
	P-2054635	cc_exec	723.03	419022000 - Other Misc Admin Expenses
	P-2054635	cc_exec	539.00	419012000 - Software
	P-2054635	cc_ofm	1,205.00	414000000 - Staff Training
	P-2054635	cc_ops	252.00	419022000 - Other Misc Admin Expenses
	P-2054635	cc_ops	844.22	415000000 - Travel
	P-2054635	cc_pmo	187,992.89	419022000 - Other Misc Admin Expenses
	P-2054635	cc_pmo	2,518.15	423001000 - Tenant Relocation
	P-2054635	cc_pmo	305,283.77	415000000 - Travel
	P-2054635	cc_ofm	0.65	418200000 - Consultants

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2054635	cc_oas	835.17	419022000 - Other Misc Admin Expenses
	P-2054635	cc_oas	39.00	419022000 - Other Misc Admin Expenses
	P-2054635	cc_exec	99.50	431000000 - Water
	P-2054635	cc_exec	645.00	414000000 - Staff Training
	P-2054635	cc_ccd	1,200.00	414000000 - Staff Training
Total 8319 (gf-ap) - AMERICAN EXPRESS (V0008869) - 04/17/25 (04/25)			**506,257.46**	
8521 (gf-ap) - AMERICAN EXPRESS (V0008869) - 05/19/25 (05/25) (Voided)				
	P-2090128	cc_ors	2,163.60	419005000 - Fuel-Administrative
Total 8521 (gf-ap) - AMERICAN EXPRESS (V0008869) - 05/19/25 (05/25) (Voided)			**2,163.60**	
8521 (gf-ap) - AMERICAN EXPRESS (V0008869) - 05/29/25 (05/25) (Voider)				
	P-2090128	cc_ors	-2,163.60	419005000 - Fuel-Administrative
Total 8521 (gf-ap) - AMERICAN EXPRESS (V0008869) - 05/29/25 (05/25) (Voider)			**-2,163.60**	
8590 (gf-ap) - AMERICAN EXPRESS (V0008869) - 05/30/25 (05/25)				
	P-2095759	cc_oas	-835.17	419022000 - Other Misc Admin Expenses
	P-2095759	cc_pmo	40.00	419001000 - Membership and Fees
	P-2095759	cc_oas	15.89	419001000 - Membership and Fees
	P-2095759	cc_ccd	614.97	415000000 - Travel
	P-2095759	cc_ccd	1,000.00	414000000 - Staff Training
	P-2095759	cc_hcvp	7.94	419004000 - Office Supplies
	P-2095759	cc_hcvp	95.28	419022000 - Other Misc Admin Expenses
	P-2095759	cc_itd	200.98	419012000 - Software
	P-2095759	cc_oac	6.35	419012000 - Software
	P-2095759	cc_opac	19.00	419012000 - Software
	P-2095759	cc_opac	75.00	414000000 - Staff Training
	P-2095759	cc_opac	40.00	419001000 - Membership and Fees
	P-2095759	cc_oas	400.00	414000000 - Staff Training
	P-2095759	cc_oas	3,179.20	419012000 - Software
	P-2095759	cc_exec	2,085.80	419022000 - Other Misc Admin Expenses
	P-2095759	cc_exec	1,232.01	415000000 - Travel
	P-2095759	cc_exec	500.00	414000000 - Staff Training
	P-2095759	cc_exec	222.78	431000000 - Water
	P-2095759	cc_ofm	708.00	419012000 - Software
	P-2095759	cc_ofm	1,235.00	414000000 - Staff Training
	P-2095759	cc_ofm	30.46	419008000 - Postage
	P-2095759	cc_ofm	2.50	418200000 - Consultants
	P-2095759	cc_ops	295.60	419004000 - Office Supplies
	P-2095759	cc_ops	607.00	418200000 - Consultants
	P-2095759	cc_pmo	252.00	418200000 - Consultants
	P-2095759	cc_pmo	440,673.75	423001000 - Tenant Relocation

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2095759	cc_hr	174.52	419004000 - Office Supplies
	P-2095759	cc_opac	12.72	419022000 - Other Misc Admin Expenses
Total 8590 (gf-ap) - AMERICAN EXPRESS (V0008869) - 05/30/25 (05/25)			**452,891.58**	
8743 (gf-ap) - AMERICAN EXPRESS (V0008869) - 06/13/25 (06/25)				
	P-2137210	cc_ccd	659.52	415000000 - Travel
	P-2137210	ph001	748.47	423001000 - Tenant Relocation
	P-2137210	ph023	748.47	423001000 - Tenant Relocation
	P-2137210	ph037	7,935.29	423001000 - Tenant Relocation
	P-2137210	ph021	19,425.11	423001000 - Tenant Relocation
	P-2137210	ph21a	6,162.63	423001000 - Tenant Relocation
	P-2137210	ph030	4,926.26	423001000 - Tenant Relocation
	P-2137210	ph019	118.00	423001000 - Tenant Relocation
	P-2137210	ph013	2,277.98	423001000 - Tenant Relocation
	P-2137210	cc_pmo	13,788.99	423001000 - Tenant Relocation
	P-2137210	ph024	5,522.92	423001000 - Tenant Relocation
	P-2137210	cc_ops	153.00	414000000 - Staff Training
	P-2137210	cc_exec	55.88	415000000 - Travel
	P-2137210	cc_ogc	1,068.27	415000000 - Travel
	P-2137210	cc_ops	1,869.12	415000000 - Travel
	P-2137210	cc_oas	15.89	419001000 - Membership and Fees
	P-2137210	cc_exec	5,500.00	419001000 - Membership and Fees
	P-2137210	cc_ops	84.00	419001000 - Membership and Fees
	P-2137210	cc_exec	580.01	419004000 - Office Supplies
	P-2137210	cc_ops	262.86	419004000 - Office Supplies
	P-2137210	cc_oas	2,598.65	419012000 - Software
	P-2137210	cc_ors	1,142.10	423004000 - Tenant Services - Resident Services
	P-2137210	cc_exec	8,246.60	442023000 - Materials-Miscellaneous
	P-2137210	cc_ops	388.97	442023000 - Materials-Miscellaneous
	P-2137210	cc_hcvp	84.78	419004000 - Office Supplies
	P-2137210	cc_hcvp	169.29	442023000 - Materials-Miscellaneous
	P-2137210	cc_exec	12.72	419003000 - Advertising
	P-2137210	cc_exec	210.00	419001000 - Membership and Fees
	P-2137210	cc_exec	19.00	419001000 - Membership and Fees
	P-2137210	cc_exec	800.00	419004000 - Office Supplies
	P-2137210	cc_exec	12.72	419003000 - Advertising
	P-2137210	cc_itd	200.98	419012000 - Software
	P-2137210	cc_oac	280.00	414000000 - Staff Training
	P-2137210	cc_oac	6.35	419012000 - Software
	P-2137210	cc_ofm	2,400.00	414000000 - Staff Training
	P-2137210	cc_ofm	65.00	415000000 - Travel
	P-2137210	cc_ofm	791.00	418200000 - Consultants

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2137210	cc_ofm	9.70	419008000 - Postage
	P-2137210	cc_ofm	0.68	419012000 - Software
	P-2137210	cc_ofm	35.14	442023000 - Materials-Miscellaneous
	P-2137210	cc_ors	1,781.90	423004000 - Tenant Services - Resident Services
	P-2137210	cc_pmo	182.99	423001000 - Tenant Relocation
	P-2137210	ph060	189.95	423001000 - Tenant Relocation
	P-2137210	ph037	8,283.01	423001000 - Tenant Relocation
	P-2137210	ph37a	152.95	423001000 - Tenant Relocation
	P-2137210	ph021	60,378.31	423001000 - Tenant Relocation
	P-2137210	ph21a	11,013.02	423001000 - Tenant Relocation
	P-2137210	ph016	3,303.09	423001000 - Tenant Relocation
	P-2137210	ph030	13,124.24	423001000 - Tenant Relocation
	P-2137210	ph062	4,830.60	423001000 - Tenant Relocation
	P-2137210	ph003	12,322.78	423001000 - Tenant Relocation
	P-2137210	ph008	7,390.76	423001000 - Tenant Relocation
	P-2137210	ph019	3,332.84	423001000 - Tenant Relocation
	P-2137210	ph36b	421.45	423001000 - Tenant Relocation
	P-2137210	ph013	10,594.90	423001000 - Tenant Relocation
	P-2137210	ph420	1,783.25	423001000 - Tenant Relocation
	P-2137210	ph043	14,262.24	423001000 - Tenant Relocation
	P-2137210	ph017	5,900.77	423001000 - Tenant Relocation
	P-2137210	ph029	11,994.33	423001000 - Tenant Relocation
	P-2137210	ph023	4,042.08	423001000 - Tenant Relocation
	P-2137210	ph024	18,917.46	423001000 - Tenant Relocation
	P-2137210	ph091	717.90	423001000 - Tenant Relocation
	P-2137210	ph021	7,688.00	423001000 - Tenant Relocation
	P-2137210	ph037	416.95	423001000 - Tenant Relocation
	P-2137210	cc_pmo	17.99	415000000 - Travel
	P-2137210	cc_oas	39.00	419022000 - Other Misc Admin Expenses
Total 8743 (gf-ap) - AMERICAN EXPRESS (V0008869) - 06/13/25 (06/25)			**292,459.11**	
8942 (gf-ap) - AMERICAN EXPRESS (V0008869) - 07/10/25 (07/25)				
	P-2171352	cc_exec	26.00	419022000 - Other Misc Admin Expenses
	P-2171352	cc_ofm	10,924.43	419022000 - Other Misc Admin Expenses
	P-2171352	cc_oas	25,917.04	419022000 - Other Misc Admin Expenses
	P-2171352	cc_hcvp	940.78	419022000 - Other Misc Admin Expenses
	P-2171352	cc_exec	62.18	419022000 - Other Misc Admin Expenses
	P-2171352	cc_pmo	251,557.75	419022000 - Other Misc Admin Expenses
Total 8942 (gf-ap) - AMERICAN EXPRESS (V0008869) - 07/10/25 (07/25)			**289,428.18**	
9183 (gf-ap) - AMERICAN EXPRESS (V0008869) - 08/07/25 (08/25)				
	P-2214912	cc_hcvp	819.94	419022000 - Other Misc Admin Expenses

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2214912	cc_opac	1,007.42	419009000 - Software License Fees
	P-2214912	cc_ors	261.40	419011000 - Printer Supplies
	P-2214912	cc_opac	12.72	419001000 - Membership and Fees
	P-2214912	cc_exec	429.20	419001000 - Membership and Fees
	P-2214912	cc_exec	195.00	419011000 - Printer Supplies
	P-2214912	cc_opac	19.00	419009000 - Software License Fees
	P-2214912	cc_ccd	1,447.50	419022000 - Other Misc Admin Expenses
	P-2214912	ph021	9.22	415000000 - Travel
	P-2214912	ph030	12.80	423001000 - Tenant Relocation
	P-2214912	ph062	9.83	423001000 - Tenant Relocation
	P-2214912	cc_hr	399.56	414000000 - Staff Training
	P-2214912	cc_hr	673.36	442023000 - Materials-Miscellaneous
	P-2214912	cc_oas	5,439.15	419012000 - Software
	P-2214912	cc_oas	1,346.72	419022000 - Other Misc Admin Expenses
	P-2214912	cc_exec	526.68	415000000 - Travel
	P-2214912	cc_exec	143.07	419004000 - Office Supplies
	P-2214912	cc_exec	4,253.00	423004000 - Tenant Services - Resident Services
	P-2214912	cc_exec	130.01	442023000 - Materials-Miscellaneous
	P-2214912	cc_exec	1.46	419001000 - Membership and Fees
	P-2214912	cc_ogc	230.35	415000000 - Travel
	P-2214912	cc_ops	1,124.00	414000000 - Staff Training
	P-2214912	cc_ops	304.14	415000000 - Travel
	P-2214912	cc_ors	1,158.00	423004000 - Tenant Services - Resident Services
	P-2214912	cc_pmo	206.23	415000000 - Travel
	P-2214912	ph024	1,873.50	423001000 - Tenant Relocation
	P-2214912	cc_ofm	6.35	442023000 - Materials-Miscellaneous
	P-2214912	cc_ors	1,225.00	423004000 - Tenant Services - Resident Services
	P-2214912	cc_ofm	-160.78	419012000 - Software
	P-2214912	cc_oac	75.00	419012000 - Software
	P-2214912	cc_ofm	230.00	414000000 - Staff Training
	P-2214912	ph023	8,843.80	415000000 - Travel
	P-2214912	ph023	30,344.06	423001000 - Tenant Relocation
	P-2214912	cc_pmo	1,366.70	415000000 - Travel
	P-2214912	ph36c	2,707.08	423001000 - Tenant Relocation
	P-2214912	ph060	950.85	415000000 - Travel
	P-2214912	ph060	6,757.10	423001000 - Tenant Relocation
	P-2214912	ph37a	506.95	415000000 - Travel
	P-2214912	ph037	528.90	415000000 - Travel
	P-2214912	ph037	6,617.18	423001000 - Tenant Relocation
	P-2214912	ph021	1,365.80	415000000 - Travel
	P-2214912	ph021	15,936.01	423001000 - Tenant Relocation
	P-2214912	ph016	2,197.75	415000000 - Travel

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2024-09/2025 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2214912	ph030	8,689.98	423001000 - Tenant Relocation
	P-2214912	ph030	506.95	415000000 - Travel
	P-2214912	ph062	1,097.80	415000000 - Travel
	P-2214912	ph070	528.90	415000000 - Travel
	P-2214912	ph003	3,997.96	423001000 - Tenant Relocation
	P-2214912	ph003	376.95	415000000 - Travel
	P-2214912	ph008	2,184.65	415000000 - Travel
	P-2214912	ph008	12,239.41	423001000 - Tenant Relocation
	P-2214912	ph36b	568.90	415000000 - Travel
	P-2214912	ph36b	2,920.00	423001000 - Tenant Relocation
	P-2214912	ph025	1,020.39	423001000 - Tenant Relocation
	P-2214912	ph025	2,381.43	442023000 - Materials-Miscellaneous
	P-2214912	ph025	11,502.70	415000000 - Travel
	P-2214912	ph013	6,568.45	415000000 - Travel
	P-2214912	ph013	26,441.29	423001000 - Tenant Relocation
	P-2214912	ph043	50,344.28	423001000 - Tenant Relocation
	P-2214912	ph043	14,553.95	415000000 - Travel
	P-2214912	ph069	265.95	415000000 - Travel
	P-2214912	ph017	339.95	415000000 - Travel
	P-2214912	ph017	289.88	423001000 - Tenant Relocation
	P-2214912	ph029	1,094.80	415000000 - Travel
	P-2214912	ph029	6,157.15	423001000 - Tenant Relocation
	P-2214912	ph024	8,939.80	415000000 - Travel
	P-2214912	ph024	36,904.56	423001000 - Tenant Relocation
	P-2214912	ph091	276.95	415000000 - Travel
	P-2214912	ph091	3,000.00	423001000 - Tenant Relocation
	P-2214912	ph36a	751.90	415000000 - Travel
	P-2214912	ph36a	23,728.81	423001000 - Tenant Relocation
	P-2214912	cc_exec	36.61	415000000 - Travel
Total 9183 (gf-ap) - AMERICAN EXPRESS (V0008869) - 08/07/25 (08/25)			**329,241.36**	
9493 (gf-ap) - AMERICAN EXPRESS (V0008869) - 09/11/25 (09/25)				
	P-2261990	cc_pmo	309,847.56	419022000 - Other Misc Admin Expenses
	P-2261990	cc_exec	177.51	419022000 - Other Misc Admin Expenses
	P-2261990	cc_ofm	5,389.92	419022000 - Other Misc Admin Expenses
	P-2261990	cc_oas	21,766.75	419022000 - Other Misc Admin Expenses
	P-2261990	cc_hcvp	75.00	419022000 - Other Misc Admin Expenses
	P-2261990	cc_ogc	75.00	419022000 - Other Misc Admin Expenses
	P-2261990	cc_exec	1,053.10	419022000 - Other Misc Admin Expenses
Total 9493 (gf-ap) - AMERICAN EXPRESS (V0008869) - 09/11/25 (09/25)			**338,384.84**	
			4,124,720.78	

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2025-01/2026 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
9731 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 10/10/25 (10/25)				
	P-2315401	ph003	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph008	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph013	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph016	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph017	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph019	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph021	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph022	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph023	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph070	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph024	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph025	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph030	3,959.50	419005000 - Fuel-Administrative
	P-2315401	ph043	3,959.50	419005000 - Fuel-Administrative
	P-2315401	cc_oac	425.90	419005000 - Fuel-Administrative
	P-2315401	cc_itd	25,957.66	419005000 - Fuel-Administrative
	P-2315401	cc_ops	12,913.81	419005000 - Fuel-Administrative
	P-2315401	cc_hcvp	11,835.17	419005000 - Fuel-Administrative
	P-2315401	cc_ors	2,363.99	419005000 - Fuel-Administrative
	P-2315401	cc_exec	5,124.05	419005000 - Fuel-Administrative
	P-2315401	cc_oas	450.25	419005000 - Fuel-Administrative
	P-2315401	cc_ocp	1,249.67	419005000 - Fuel-Administrative
Total 9731 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 10/10/25 (10/25)			**115,753.50**	
10059 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 11/07/25 (11/25)				
	P-2358488	ph003	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph008	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph013	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph016	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph017	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph019	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph021	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph022	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph070	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph023	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph024	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph025	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph030	5,605.88	419005000 - Fuel-Administrative
	P-2358488	ph043	5,605.88	419005000 - Fuel-Administrative
	P-2358488	cc_oac	5,605.88	419005000 - Fuel-Administrative
	P-2358488	cc_itd	490.88	419005000 - Fuel-Administrative

Payment Detail

Bank=gf-ap AND Vendor=V0007500 AND mm/yy=10/2025-01/2026 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2358488	cc_ops	16,701.15	419005000 - Fuel-Administrative
	P-2358488	cc_hcvp	10,283.78	419005000 - Fuel-Administrative
	P-2358488	cc_ors	4,392.58	419005000 - Fuel-Administrative
	P-2358488	cc_exec	2,128.46	419005000 - Fuel-Administrative
	P-2358488	cc_oas	-425.24	419005000 - Fuel-Administrative
	P-2358488	cc_ocp	-1,250.95	419005000 - Fuel-Administrative
Total 10059 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 11/07/25 (11/25)			**116,408.86**	
10289 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 12/31/25 (12/25)				
	P-2397932	ph003	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph008	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph013	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph016	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph017	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph019	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph021	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph022	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph023	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph070	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph024	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph025	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph030	3,820.85	419005000 - Fuel-Administrative
	P-2397932	ph043	3,820.85	419005000 - Fuel-Administrative
	P-2397932	cc_oac	410.25	419005000 - Fuel-Administrative
	P-2397932	cc_itd	8,909.59	419005000 - Fuel-Administrative
	P-2397932	cc_ops	12,416.04	419005000 - Fuel-Administrative
	P-2397932	cc_hcvp	9,495.45	419005000 - Fuel-Administrative
	P-2397932	cc_ors	14,500.00	419005000 - Fuel-Administrative
	P-2397932	cc_exec	5,290.00	419005000 - Fuel-Administrative
	P-2397932	cc_oas	515.00	419005000 - Fuel-Administrative
	P-2397932	cc_ocp	1,394.27	419005000 - Fuel-Administrative
Total 10289 (gf-ap) - AMERICAN EXPRESS CPS (V0007500) - 12/31/25 (12/25)			**106,422.50**	
			338,584.86	

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2025-01/2026 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
9779 (gf-ap) - AMERICAN EXPRESS (V0008869) - 10/10/25 (10/25)				
	P-2315625	cc_exec	6.36	419001000 - Membership and Fees
	P-2315625	cc_opac	25.36	419001000 - Membership and Fees
	P-2315625	cc_opac	349.00	419018000 - Small Office Equipment
	P-2315625	cc_hcvp	597.00	419011000 - Printer Supplies
	P-2315625	cc_ogc	645.08	419001000 - Membership and Fees
	P-2315625	cc_ocp	4,600.00	419006000 - Computer Parts
	P-2315625	cc_oac	1,477.55	442023000 - Materials-Miscellaneous
	P-2315625	cc_oas	88.00	419022000 - Other Misc Admin Expenses
	P-2315625	cc_oas	56.46	419001000 - Membership and Fees
	P-2315625	cc_oas	5,368.18	419012000 - Software
	P-2315625	cc_oas	736.27	442023000 - Materials-Miscellaneous
	P-2315625	cc_oce	153.27	419004000 - Office Supplies
	P-2315625	cc_oce	9,997.52	442023000 - Materials-Miscellaneous
	P-2315625	cc_exec	1,130.00	414000000 - Staff Training
	P-2315625	cc_exec	2.64	415000000 - Travel
	P-2315625	cc_exec	516.87	419004000 - Office Supplies
	P-2315625	cc_exec	341.30	442023000 - Materials-Miscellaneous
	P-2315625	cc_ogc	1,068.36	415000000 - Travel
	P-2315625	cc_ops	2,491.00	419001000 - Membership and Fees
	P-2315625	cc_pmo	431.20	442023000 - Materials-Miscellaneous
	P-2315625	cc_pmo	87.22	415000000 - Travel
	P-2315625	cc_ofm	78.43	442023000 - Materials-Miscellaneous
	P-2315625	cc_ofm	475.00	414000000 - Staff Training
	P-2315625	cc_ofm	2.22	419012000 - Software
	P-2315625	cc_oac	6.35	419012000 - Software
	P-2315625	cc_oac	-39.99	419001000 - Membership and Fees
	P-2315625	cc_oac	75.00	418200000 - Consultants
	P-2315625	ph001	901.90	415000000 - Travel
	P-2315625	ph008	827.90	415000000 - Travel
	P-2315625	ph021	189.95	415000000 - Travel
	P-2315625	ph001	7,178.31	423001000 - Tenant Relocation
	P-2315625	ph037	827.90	415000000 - Travel
	P-2315625	ph037	5,002.08	423001000 - Tenant Relocation
	P-2315625	ph021	10,071.80	415000000 - Travel
	P-2315625	ph021	17,270.69	423001000 - Tenant Relocation
	P-2315625	ph016	19,698.91	423001000 - Tenant Relocation
	P-2315625	ph003	1,472.55	423001000 - Tenant Relocation
	P-2315625	ph001	7,178.31	423001000 - Tenant Relocation
	P-2315625	ph008	7,169.23	423001000 - Tenant Relocation
	P-2315625	ph008	3,610.55	415000000 - Travel
	P-2315625	ph013	2,176.00	423001000 - Tenant Relocation

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2025-01/2026 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2315625	ph022	3,259.90	423001000 - Tenant Relocation
	P-2315625	ph022	565.90	415000000 - Travel
	P-2315625	ph023	6,957.10	415000000 - Travel
	P-2315625	ph023	219.15	423000000 - Tenant Services Contract Costs
	P-2315625	ph023	43,953.13	423001000 - Tenant Relocation
	P-2315625	ph024	14,918.95	415000000 - Travel
	P-2315625	ph024	90,942.69	423001000 - Tenant Relocation
	P-2315625	ph030	7,149.84	423001000 - Tenant Relocation
	P-2315625	ph043	13,571.90	415000000 - Travel
	P-2315625	ph043	20,775.35	423001000 - Tenant Relocation
	P-2315625	ph060	2,016.37	423001000 - Tenant Relocation
	P-2315625	ph061	2,610.20	415000000 - Travel
	P-2315625	ph061	24,775.00	423001000 - Tenant Relocation
	P-2315625	ph062	78.95	415000000 - Travel
	P-2315625	ph062	1,578.06	423001000 - Tenant Relocation
	P-2315625	ph070	410.95	415000000 - Travel
	P-2315625	ph070	5,992.65	423001000 - Tenant Relocation
	P-2315625	ph091	4,057.43	423001000 - Tenant Relocation
	P-2315625	ph36a	27,633.67	423001000 - Tenant Relocation
	P-2315625	ph36b	7,916.87	423001000 - Tenant Relocation
	P-2315625	ph36b	528.90	415000000 - Travel
	P-2315625	cc_pmo	371.10	442023000 - Materials-Miscellaneous
	P-2315625	cc_pmo	1,128.85	415000000 - Travel
	P-2315625	cc_pmo	1,920.03	423001000 - Tenant Relocation
	P-2315625	cc_exec	873.03	415000000 - Travel
Total 9779 (gf-ap) - AMERICAN EXPRESS (V0008869) - 10/10/25 (10/25)			**398,547.70**	
10106 (gf-ap) - AMERICAN EXPRESS (V0008869) - 11/26/25 (11/25)				
	P-2359010	cc_pmo	1,680.50	442023000 - Materials-Miscellaneous
	P-2359010	ph060	2,591.55	415000000 - Travel
	P-2359010	ph060	4,514.83	423001000 - Tenant Relocation
	P-2359010	ph001	6,810.00	423001000 - Tenant Relocation
	P-2359010	ph037	6,119.79	423001000 - Tenant Relocation
	P-2359010	ph037	265.95	415000000 - Travel
	P-2359010	ph021	7,666.40	415000000 - Travel
	P-2359010	ph021	57,243.68	423001000 - Tenant Relocation
	P-2359010	ph016	4,646.12	423001000 - Tenant Relocation
	P-2359010	ph030	2,858.53	423001000 - Tenant Relocation
	P-2359010	ph070	464.68	423001000 - Tenant Relocation
	P-2359010	ph008	3,365.60	415000000 - Travel
	P-2359010	ph008	7,987.57	423001000 - Tenant Relocation
	P-2359010	ph061	1,799.50	415000000 - Travel

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2025-01/2026 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2359010	ph061	8,843.02	423001000 - Tenant Relocation
	P-2359010	ph013	1,221.94	423001000 - Tenant Relocation
	P-2359010	cc_pmo	2,148.55	423001000 - Tenant Relocation
	P-2359010	ph043	772.90	415000000 - Travel
	P-2359010	ph043	10,054.71	423001000 - Tenant Relocation
	P-2359010	ph069	4,634.51	423001000 - Tenant Relocation
	P-2359010	ph017	1,579.80	415000000 - Travel
	P-2359010	ph017	12,837.90	423001000 - Tenant Relocation
	P-2359010	ph023	1,877.80	415000000 - Travel
	P-2359010	ph023	5,958.20	423001000 - Tenant Relocation
	P-2359010	ph024	112,293.76	423001000 - Tenant Relocation
	P-2359010	ph024	13,095.25	415000000 - Travel
	P-2359010	ph091	3,433.32	423001000 - Tenant Relocation
	P-2359010	ph36a	19,044.77	423001000 - Tenant Relocation
	P-2359010	cc_hcvp	586.11	442023000 - Materials-Miscellaneous
	P-2359010	cc_oas	2,510.53	419012000 - Software
	P-2359010	cc_oas	397.21	442023000 - Materials-Miscellaneous
	P-2359010	cc_oce	546.03	442023000 - Materials-Miscellaneous
	P-2359010	cc_exec	1,845.45	442023000 - Materials-Miscellaneous
	P-2359010	cc_exec	560.27	419004000 - Office Supplies
	P-2359010	cc_exec	1,981.44	415000000 - Travel
	P-2359010	cc_hr	562.67	442023000 - Materials-Miscellaneous
	P-2359010	cc_ops	859.00	419001000 - Membership and Fees
	P-2359010	cc_ops	3,480.42	415000000 - Travel
	P-2359010	cc_ops	69.00	419022000 - Other Misc Admin Expenses
	P-2359010	cc_ors	942.75	442023000 - Materials-Miscellaneous
	P-2359010	cc_hcvp	350.00	414000000 - Staff Training
	P-2359010	cc_oac	6.35	419012000 - Software
	P-2359010	cc_oac	75.00	418200000 - Consultants
	P-2359010	cc_exec	1,000.00	419022000 - Other Misc Admin Expenses
	P-2359010	cc_ofm	1,850.00	419001000 - Membership and Fees
	P-2359010	cc_ofm	1,980.00	419012000 - Software
	P-2359010	cc_opac	551.72	419001000 - Membership and Fees
	P-2359010	cc_opac	5.29	419004000 - Office Supplies
	P-2359010	cc_opac	150.00	419011000 - Printer Supplies
	P-2359010	cc_exec	1,492.84	415000000 - Travel
	P-2359010	cc_exec	16.09	442023000 - Materials-Miscellaneous
	P-2359010	cc_exec	24.00	415000000 - Travel
Total 10106 (gf-ap) - AMERICAN EXPRESS (V0008869) - 11/26/25 (11/25)			**327,653.30**	
10319 (gf-ap) - AMERICAN EXPRESS (V0008869) - 12/31/25 (12/25)				
	P-2402596	cc_hr	9,205.98	442023000 - Materials-Miscellaneous

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2025-01/2026 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2402596	cc_oas	89.54	419001000 - Membership and Fees
	P-2402596	cc_oas	32.21	419004000 - Office Supplies
	P-2402596	cc_oas	2,690.68	419012000 - Software
	P-2402596	cc_oas	160.99	442023000 - Materials-Miscellaneous
	P-2402596	cc_oce	6,177.71	442023000 - Materials-Miscellaneous
	P-2402596	cc_ocp	4,193.10	442023000 - Materials-Miscellaneous
	P-2402596	cc_exec	144.10	419004000 - Office Supplies
	P-2402596	cc_exec	48.90	423004000 - Tenant Services - Resident Services
	P-2402596	cc_exec	1,805.95	442023000 - Materials-Miscellaneous
	P-2402596	cc_ogc	472.96	415000000 - Travel
	P-2402596	cc_ops	291.30	415000000 - Travel
	P-2402596	cc_ops	458.00	419001000 - Membership and Fees
	P-2402596	cc_ors	2,291.62	442023000 - Materials-Miscellaneous
	P-2402596	cc_pmo	370.84	442023000 - Materials-Miscellaneous
	P-2402596	cc_oas	39.00	419001000 - Membership and Fees
	P-2402596	cc_exec	1,157.72	419011000 - Printer Supplies
	P-2402596	cc_oas	411.00	419011000 - Printer Supplies
	P-2402596	cc_opac	12.72	419001000 - Membership and Fees
	P-2402596	cc_opac	19.00	419001000 - Membership and Fees
	P-2402596	cc_exec	26.00	415000000 - Travel
	P-2402596	cc_oce	913.50	419022000 - Other Misc Admin Expenses
	P-2402596	cc_ofm	15.00	419022000 - Other Misc Admin Expenses
	P-2402596	cc_itd	5,989.90	419012000 - Software
	P-2402596	cc_oac	6.35	419012000 - Software
	P-2402596	cc_oac	100.00	418200000 - Consultants
	P-2402596	cc_ofm	3.17	419012000 - Software
	P-2402596	cc_ors	2,457.55	423004000 - Tenant Services - Resident Services
	P-2402596	ph36c	265.00	415000000 - Travel
	P-2402596	ph016	152.95	415000000 - Travel
	P-2402596	ph003	154.95	415000000 - Travel
	P-2402596	ph029	324.95	415000000 - Travel
	P-2402596	ph043	1,997.80	415000000 - Travel
	P-2402596	ph017	528.90	415000000 - Travel
	P-2402596	ph36c	6,219.02	423001000 - Tenant Relocation
	P-2402596	ph021	16,225.19	423001000 - Tenant Relocation
	P-2402596	ph016	1,197.99	423001000 - Tenant Relocation
	P-2402596	ph008	37,809.39	423001000 - Tenant Relocation
	P-2402596	ph013	2,076.68	423001000 - Tenant Relocation
	P-2402596	ph016	11,950.04	423001000 - Tenant Relocation
	P-2402596	ph024	3,311.33	423001000 - Tenant Relocation
	P-2402596	ph029	386.91	423001000 - Tenant Relocation
	P-2402596	ph065	1,685.92	423001000 - Tenant Relocation

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2025-01/2026 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
	P-2402596	ph043	11,562.09	423001000 - Tenant Relocation
	P-2402596	ph017	11,975.57	423001000 - Tenant Relocation
	P-2402596	ph024	2,525.36	423001000 - Tenant Relocation
	P-2402596	ph091	2,670.36	423001000 - Tenant Relocation
	P-2402596	ph36a	10,437.84	423001000 - Tenant Relocation
	P-2402596	cc_pmo	1,920.34	423001000 - Tenant Relocation
Total 10319 (gf-ap) - AMERICAN EXPRESS (V0008869) - 12/31/25 (12/25)			**164,963.37**	
10352 (gf-ap) - AMERICAN EXPRESS (V0008869) - 01/08/26 (01/26)				
	P-2438755	cc_ors	4,564.02	423004000 - Tenant Services - Resident Services
	P-2438755	cc_ofm	3.83	419012000 - Software
	P-2438755	cc_pmo	149.56	414000000 - Staff Training
	P-2438755	ph016	5,997.26	423001000 - Tenant Relocation
	P-2438755	ph030	1,282.80	415000000 - Travel
	P-2438755	ph030	3,218.76	423001000 - Tenant Relocation
	P-2438755	ph025	1,946.31	423001000 - Tenant Relocation
	P-2438755	ph043	12,117.94	423001000 - Tenant Relocation
	P-2438755	ph36a	7,351.56	423001000 - Tenant Relocation
	P-2438755	cc_opac	31.72	419001000 - Membership and Fees
	P-2438755	cc_opac	54.92	419004000 - Office Supplies
	P-2438755	cc_exec	373.00	419011000 - Printer Supplies
	P-2438755	cc_opac	520.00	419001000 - Membership and Fees
	P-2438755	cc_exec	30.80	415000000 - Travel
	P-2438755	cc_exec	96.25	419008000 - Postage
	P-2438755	cc_exec	22.00	415000000 - Travel
	P-2438755	cc_ogc	103.75	413004000 - General Legal Expense
	P-2438755	cc_hcvp	28.88	413004000 - General Legal Expense
	P-2438755	cc_boc	262.96	415000000 - Travel
	P-2438755	cc_oas	25.00	415000000 - Travel
	P-2438755	cc_oas	2,368.04	419012000 - Software
	P-2438755	cc_oas	31.78	442023000 - Materials-Miscellaneous
	P-2438755	cc_ocp	160.00	419012000 - Software
	P-2438755	cc_ocp	2,316.00	442023000 - Materials-Miscellaneous
	P-2438755	cc_exec	2,665.94	415000000 - Travel
	P-2438755	cc_exec	1,450.00	418200000 - Consultants
	P-2438755	cc_exec	575.78	419004000 - Office Supplies
	P-2438755	cc_exec	433.32	442023000 - Materials-Miscellaneous
	P-2438755	cc_ogc	958.61	415000000 - Travel
	P-2438755	cc_hr	663.37	442023000 - Materials-Miscellaneous
	P-2438755	cc_ors	8,721.30	442023000 - Materials-Miscellaneous
	P-2438755	cc_pmo	549.94	414000000 - Staff Training
	P-2438755	cc_oas	39.00	419001000 - Membership and Fees

Payment Detail

Bank=gf-ap AND Vendor=V0008869 AND mm/yy=10/2025-01/2026 AND All Checks=Yes AND Include Voids=All Checks

Check# Bank - Vendor - Date	Payable #	Property	Amount	Account
Total 10352 (gf-ap) - AMERICAN EXPRESS (V0008869) - 01/08/26 (01/26)			59,114.40	
			950,278.77	

Payment Register

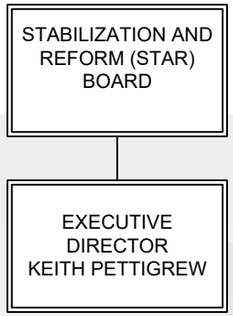
V0008824 **WELLS FARGO BUSINESS ELITE CARD**

Period: From 10/2024 to 01/2026

Check #	Check Date	Post Month	Invoice #	Description	Property Code	PROPERTY / Dept.	Amount
89994	10/16/24	10-2024	5569 3900 0212 8368 10/24	Dunmping Fees	ph060	CLARIDGE TOWERS	5,240.86
89994	10/16/24	10-2024	5569 3900 0212 8368 10/24	Dunmping Fees	ph062	HORIZON HOUSE	10,481.68
89994	10/16/24	10-2024	5569 3900 0212 8368 10/24	Dunmping Fees	ph065	JUDICIARY HOUSE	5,240.86
89994	10/16/24	10-2024	5569 3900 0212 8368 10/24	Dunmping Fees	ph068	HARVARD TOWERS	5,240.86
89994	10/16/24	10-2024	5569 3900 0212 8368 10/24	Dunmping Fees	ph069	REGENCY HOUSE	5,240.86
89994	10/16/24	10-2024	5569 3900 0212 8368 10/24	Dunmping Fees	ph070	JAMES APT	5,240.86
89994	10/16/24	10-2024	5569 3900 0212 8368 10/24	Dunmping Fees	ph36b	KENTUCKY COURTS	5,240.86
89994	10/16/24	10-2024	5569 3900 0212 8368 10/24	Dunmping Fees	ph37a	GARFIELD SR.	5,240.86
				TOTAL 10/2024			**47,167.70**
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	cc_itd	ITD	140.00
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	cc_ops	OPS	138.00
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	ph062	HORIZON HOUSE	11,095.73
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	ph065	JUDICIARY HOUSE	5,547.89
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	ph068	HARVARD TOWERS	5,547.89
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	ph069	REGENCY HOUSE	5,547.89
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	ph070	JAMES APT	5,547.89
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	ph36b	KENTUCKY COURTS	5,547.89
89999	11/18/24	11-2024	5569 3900 0212 8368 11/24	Dunmping Fees	ph37a	GARFIELD SR.	5,547.89
				TOTAL 11/2024			**44,661.07**
90001	7/16/25	07-2025	5569 3900 0212 8368 06/25	Dunmping Fees	cc_pmo	PMO	43,382.04
				TOTAL 07/2025			**43,382.04**
90002	8/18/25	08-2025	5569 3900 0212 8368 07/25	Dunmping Fees	cc_hr	HR	3,878.00
90002	8/18/25	08-2025	5569 3900 0212 8368 07/25	Dunmping Fees	cc_pmo	PMO	45,308.48
				TOTAL 08/2025			**49,186.48**
90004	9/16/25	09-2025	5569 3900 0212 8368 08.25	Dunmping Fees	cc_pmo	PMO	24,855.53
				TOTAL 09/2025			**24,855.53**
90006	10/16/25	10-2025	5569 3900 0212 8368 09.25	Dunmping Fees	cc_pmo	PMO	3,796.01
				TOTAL 10/2025			**3,796.01**
				Grand Total			**213,048.83**

DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

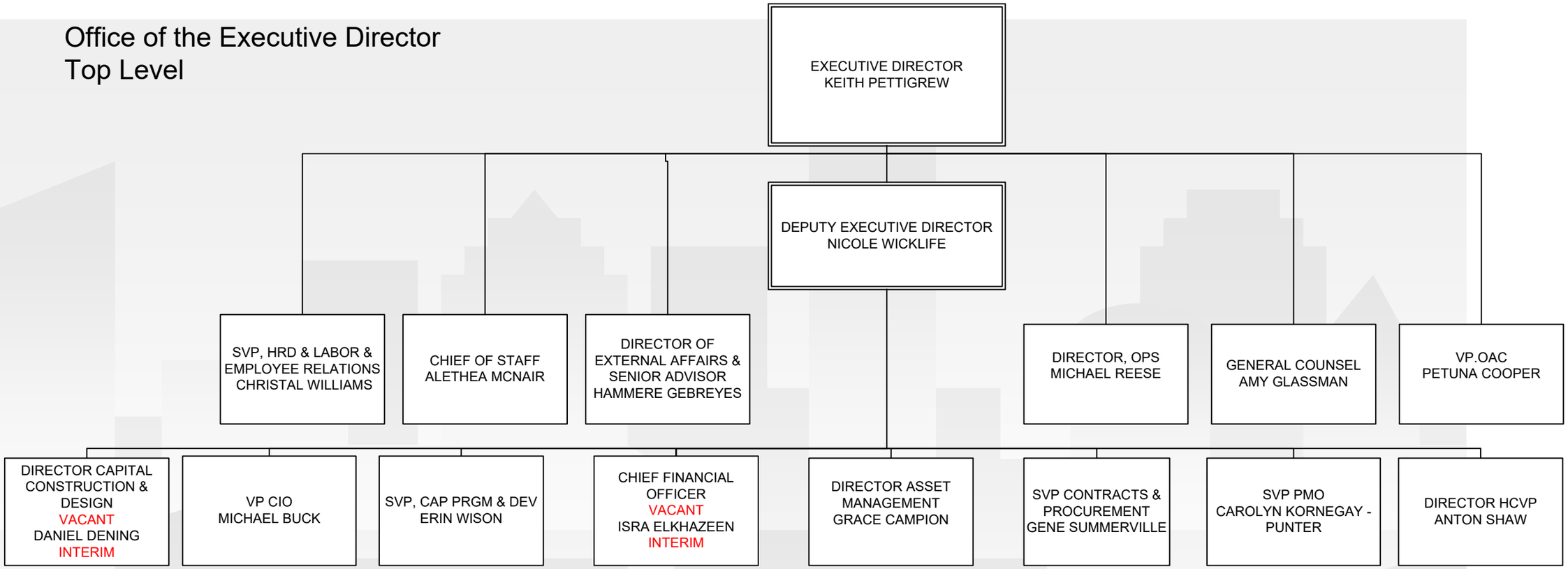
Agency Organizational Chart



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

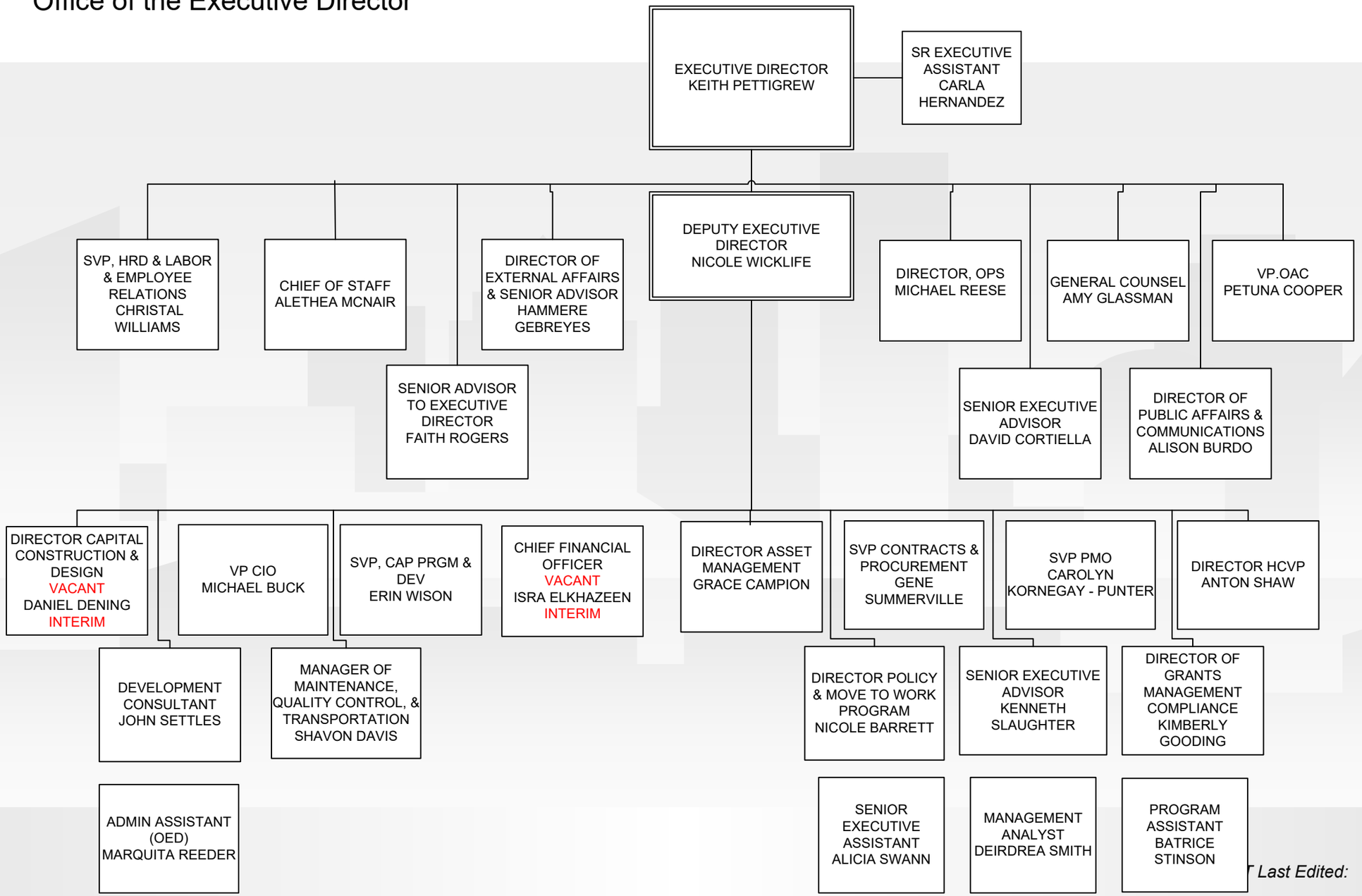
Office of the Executive Director
Top Level



DRAFT Last Edited: 2/5/2026

DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of the Executive Director

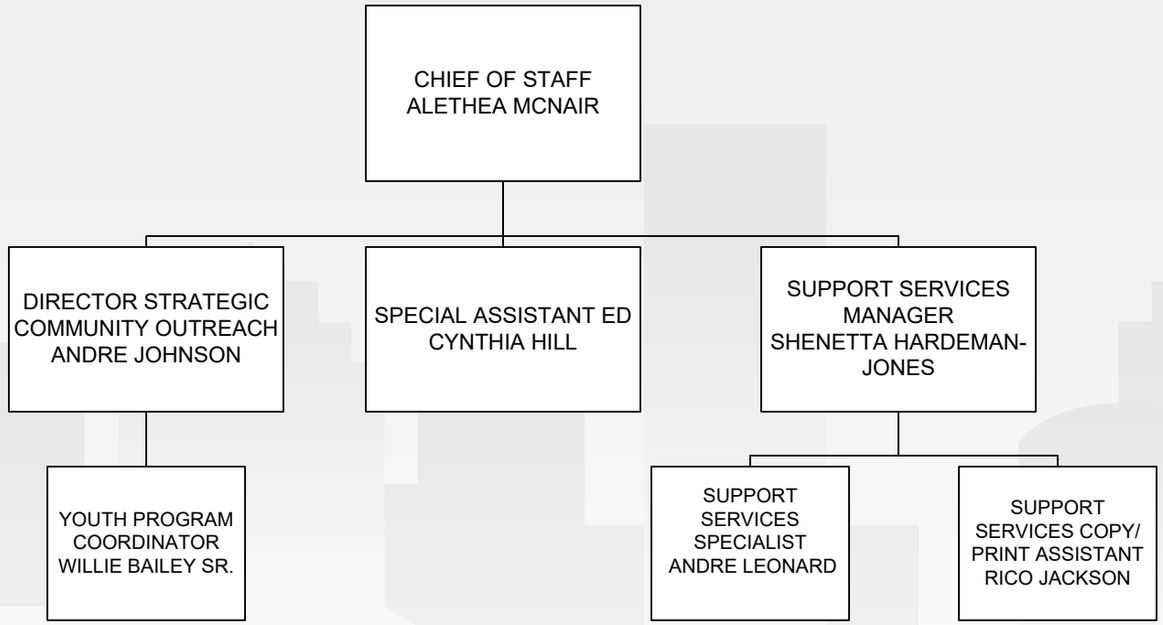


LEGEND
CIO: Chief Information Officer
FHCP: Fair Hearings & Compliance Programs
HCVP: Housing Choice Voucher Program
HRD: Human Resources Department
ITD: Information Technology Department
OAC: Office of Audit and Compliance
OAS: Office of Administrative Services
OCE: Office Customer Engagement
OCP: Office of Capital Programs
OFM: Office of Financial Management
OGC: Office of the General Counse
OPS: Office of Public Safety
PMO: Property Management Operations
LER: Labor and Employee Relations
SVP: Senior Vice President
VP: Vice President

Last Edited: 2/5/2026

DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

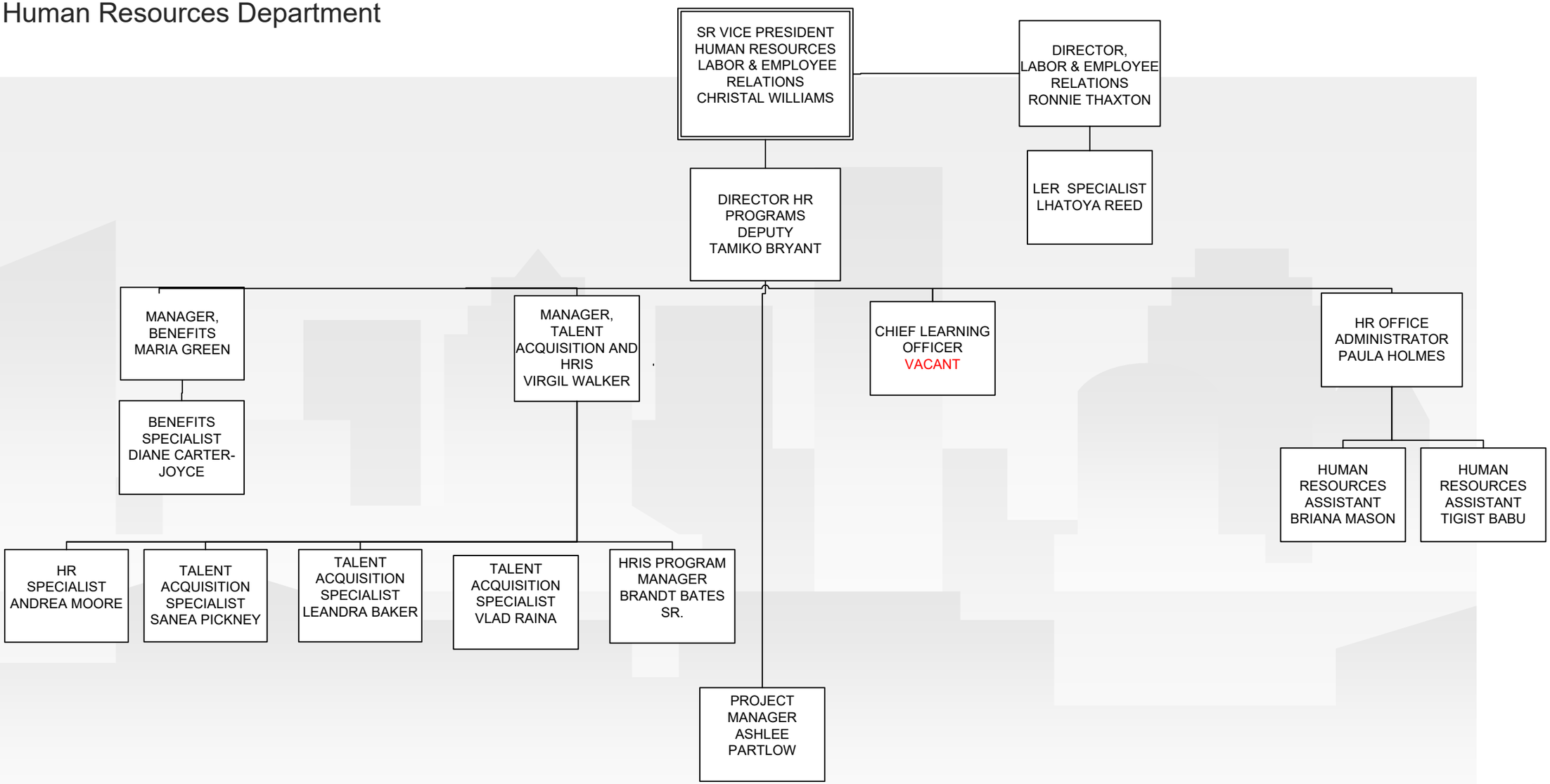
Office of the Chief of Staff



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

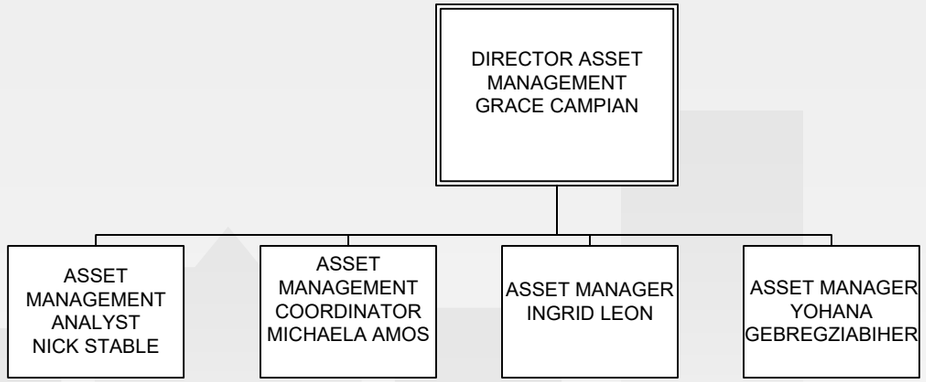
Human Resources Department



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

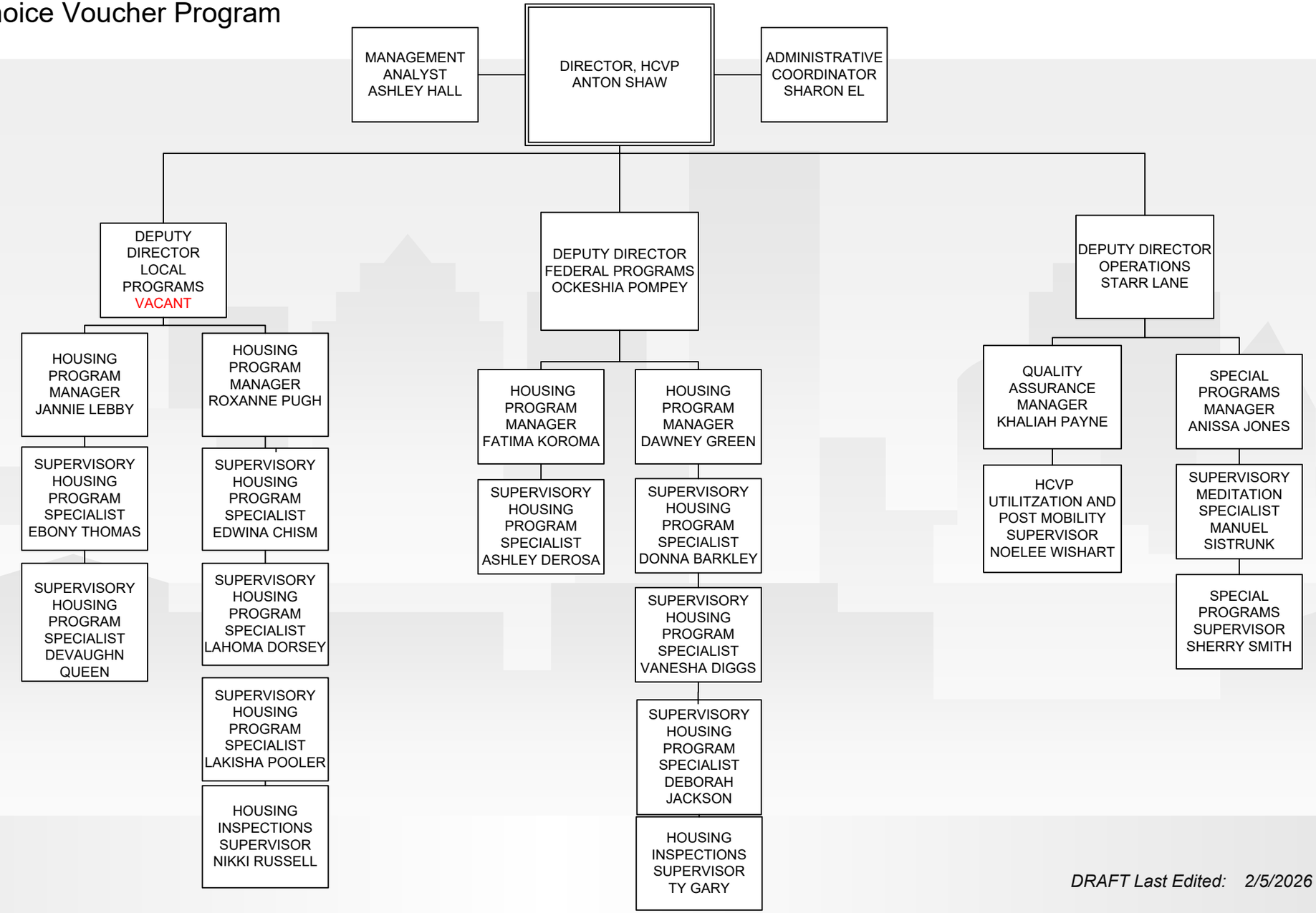
Office of Asset Management



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

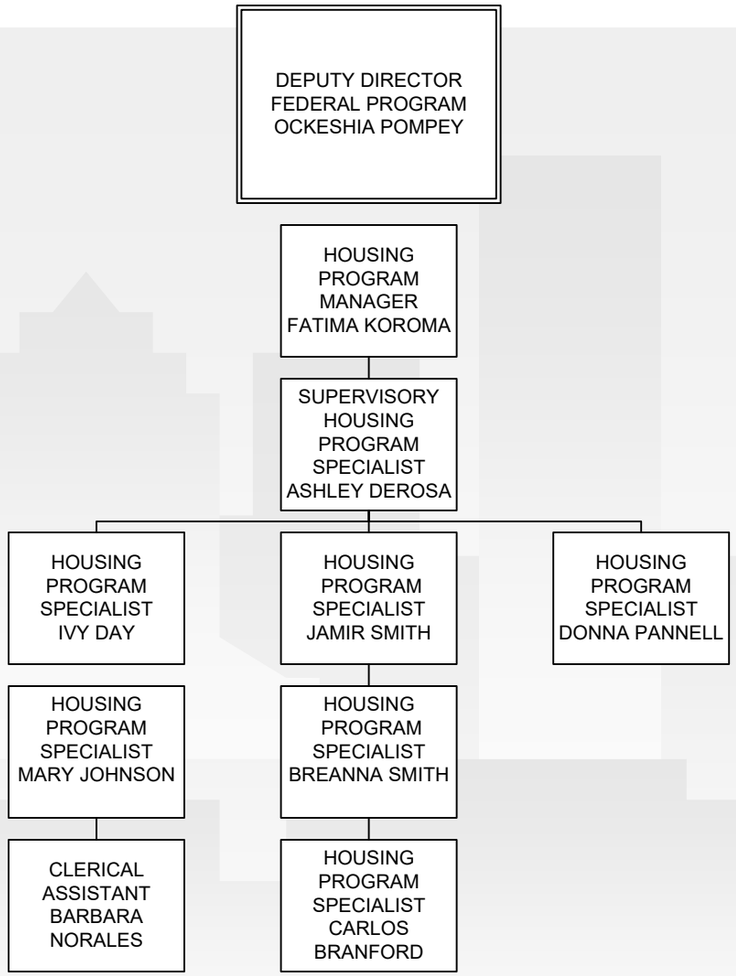
Housing Choice Voucher Program



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

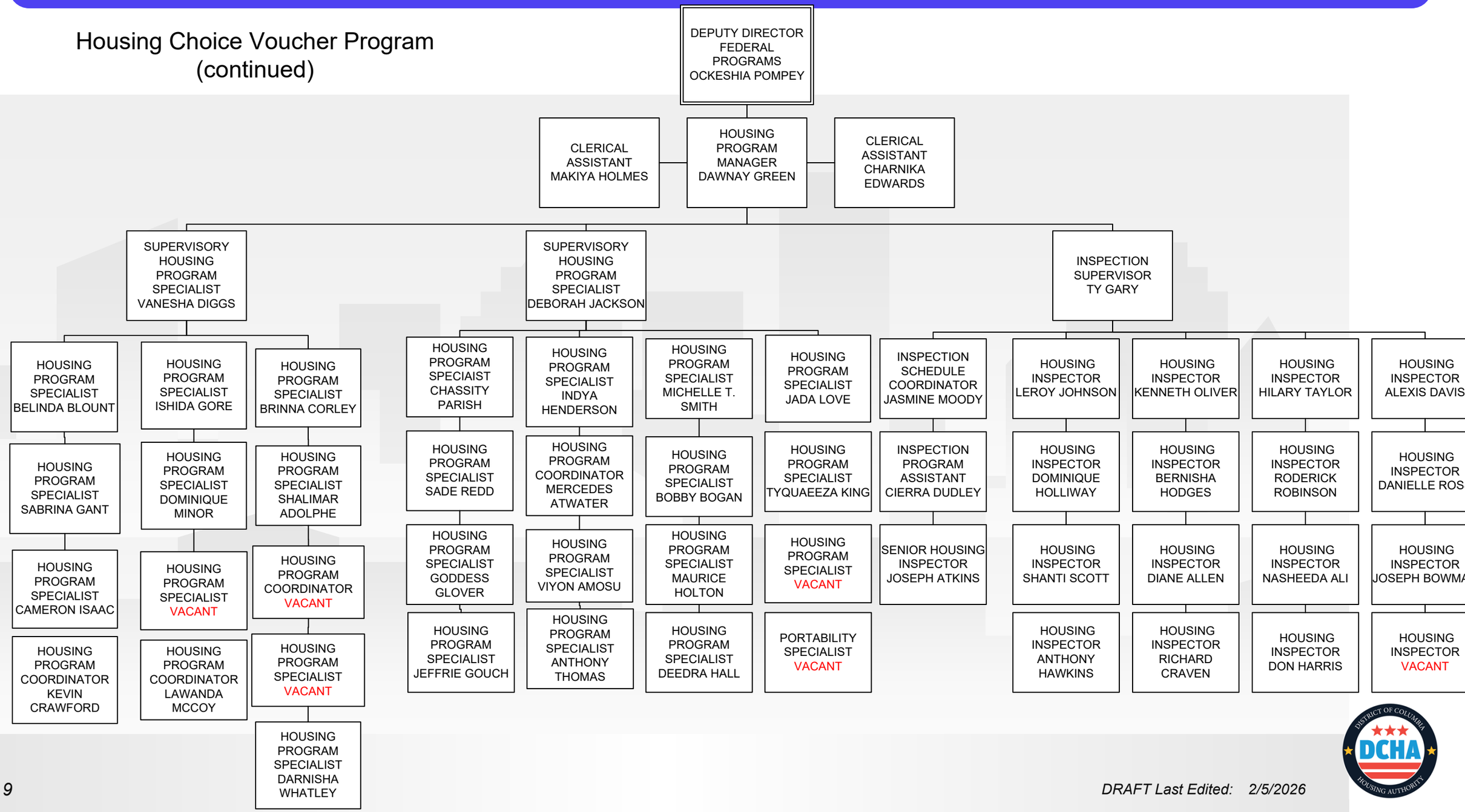
Housing Choice Voucher Program (continued)



DRAFT Last Edited: 2/5/2026

DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

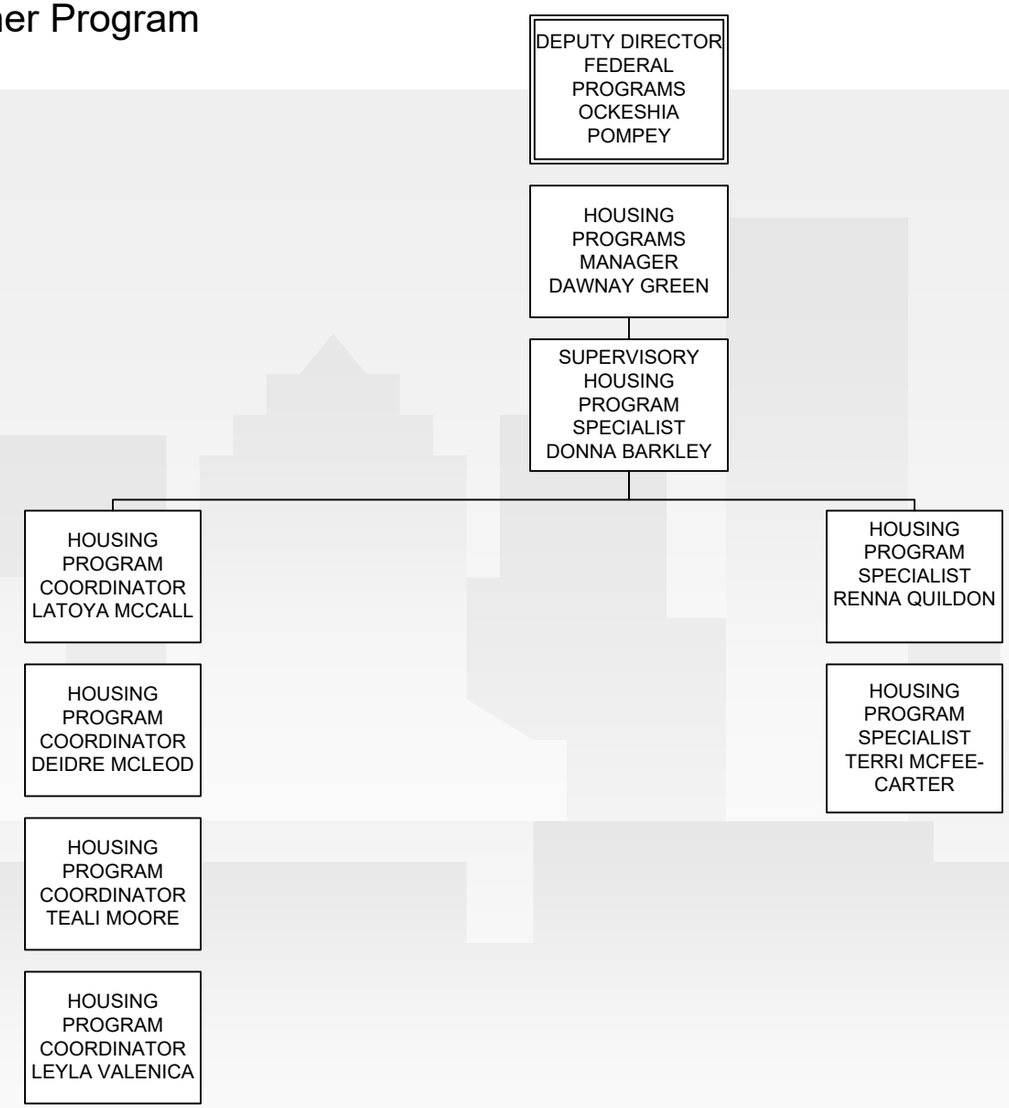
Housing Choice Voucher Program (continued)



DRAFT Last Edited: 2/5/2026

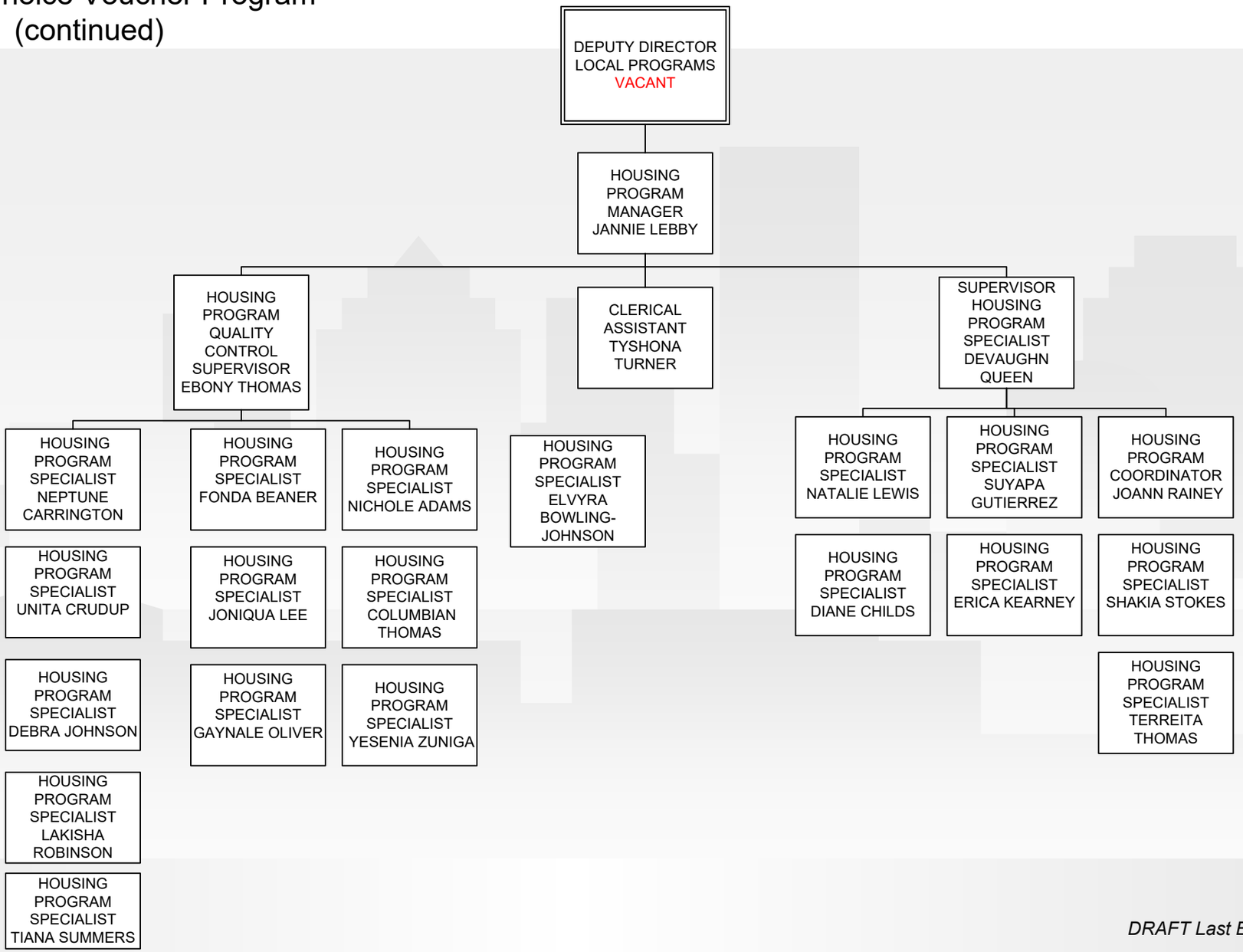
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Housing Choice Voucher Program
(continued)



DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

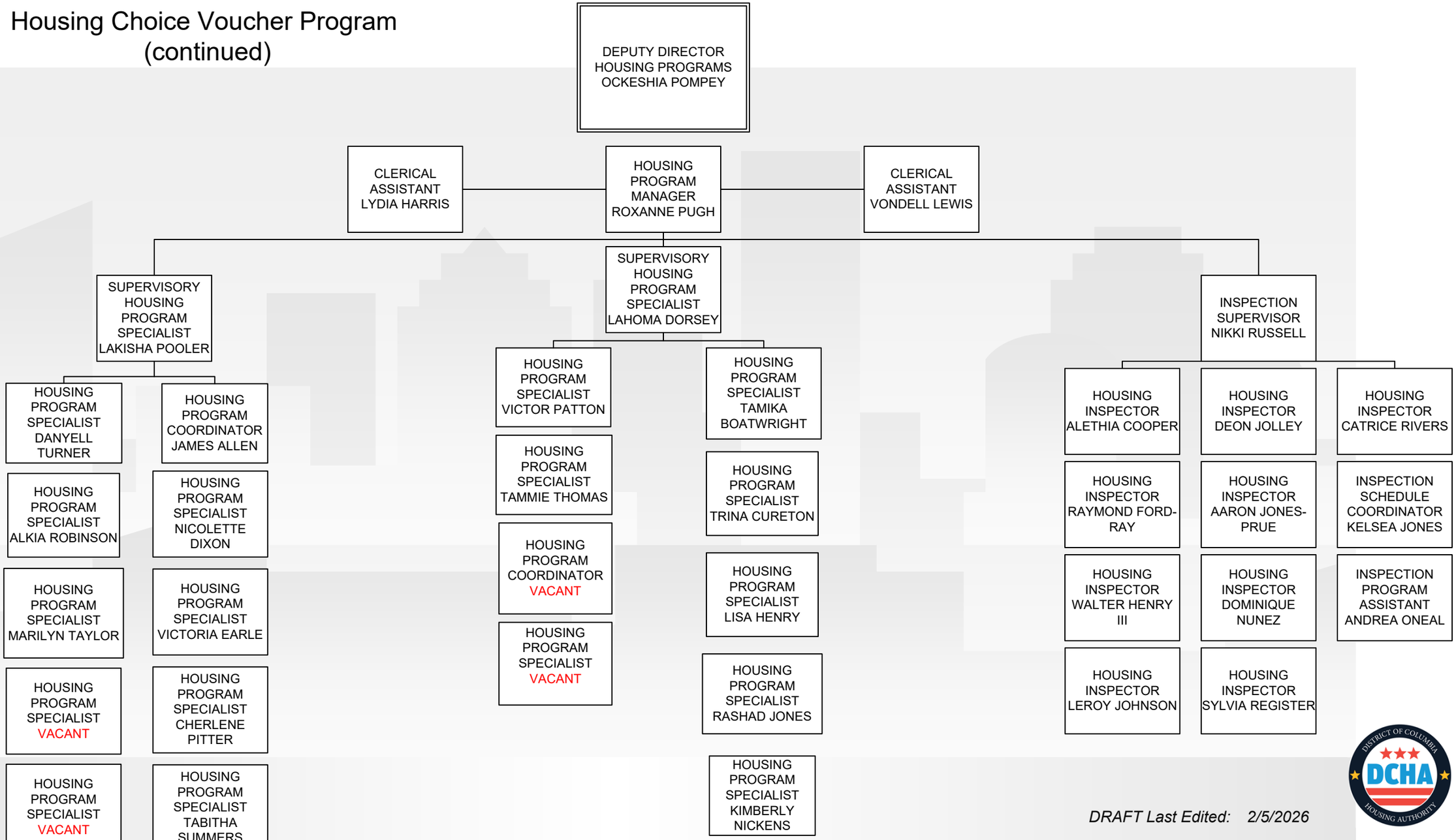
Housing Choice Voucher Program (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

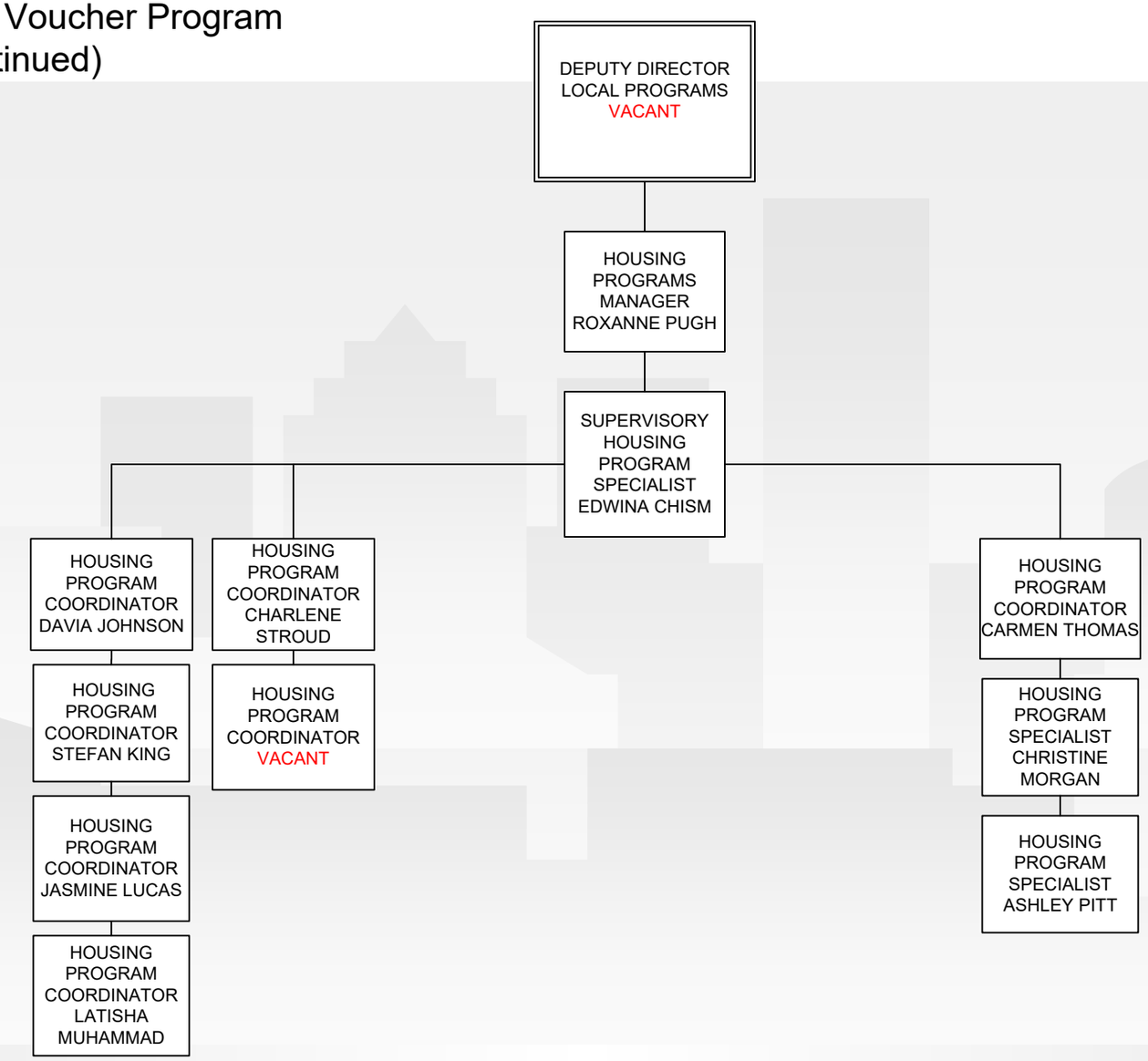
Housing Choice Voucher Program (continued)



DRAFT Last Edited: 2/5/2026

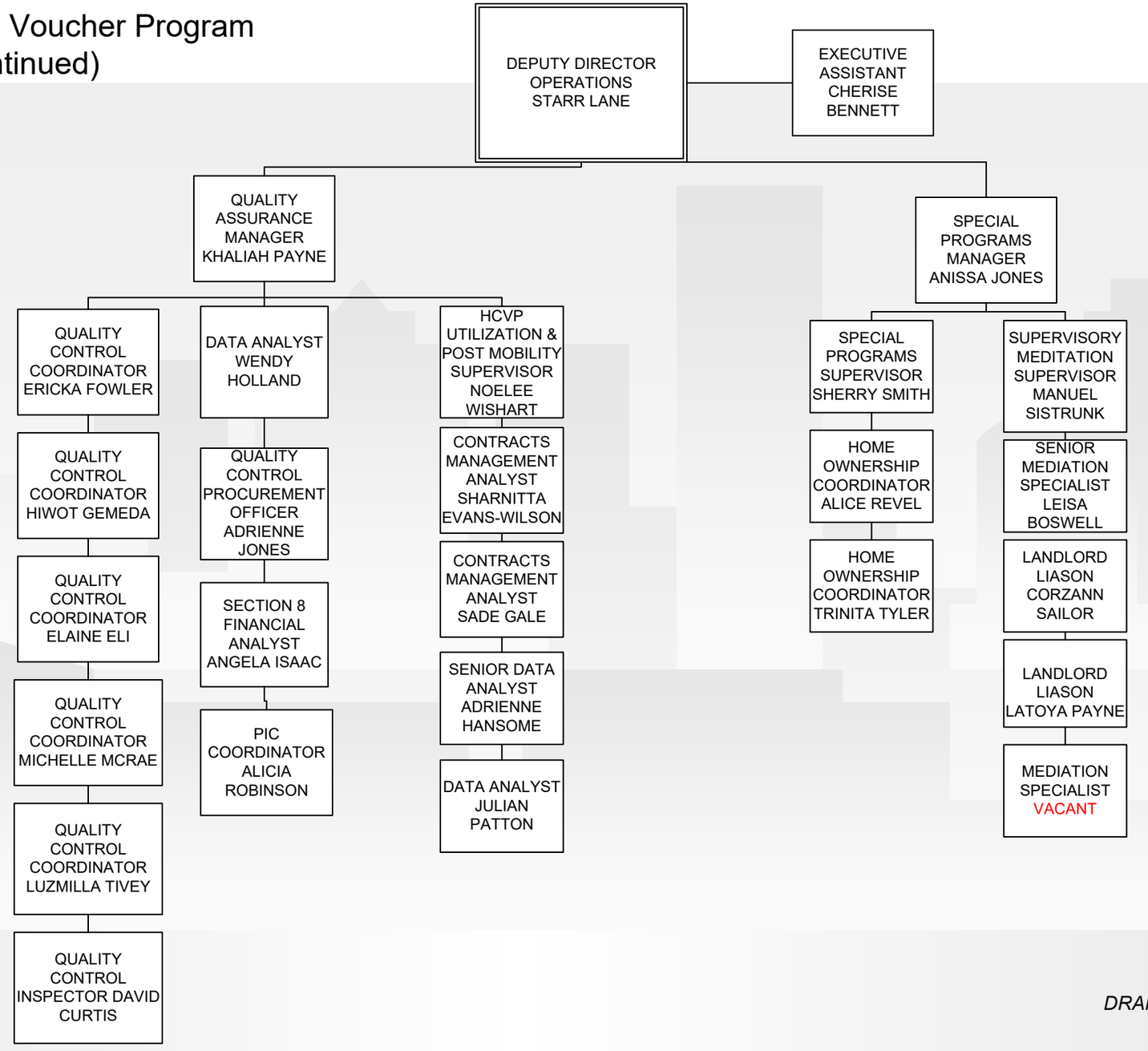
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Housing Choice Voucher Program (continued)



DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

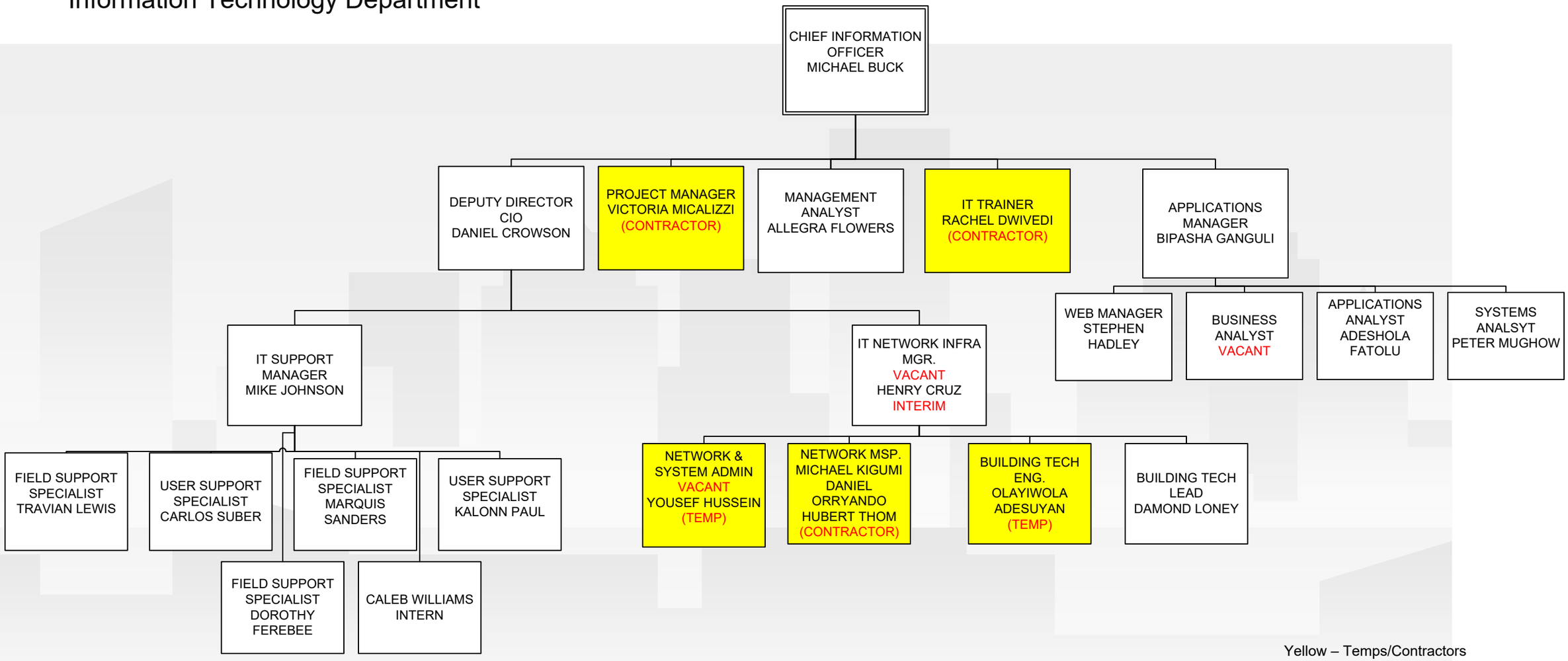
Housing Choice Voucher Program (continued)



DRAFT Last Edited: 2/5/2026

DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

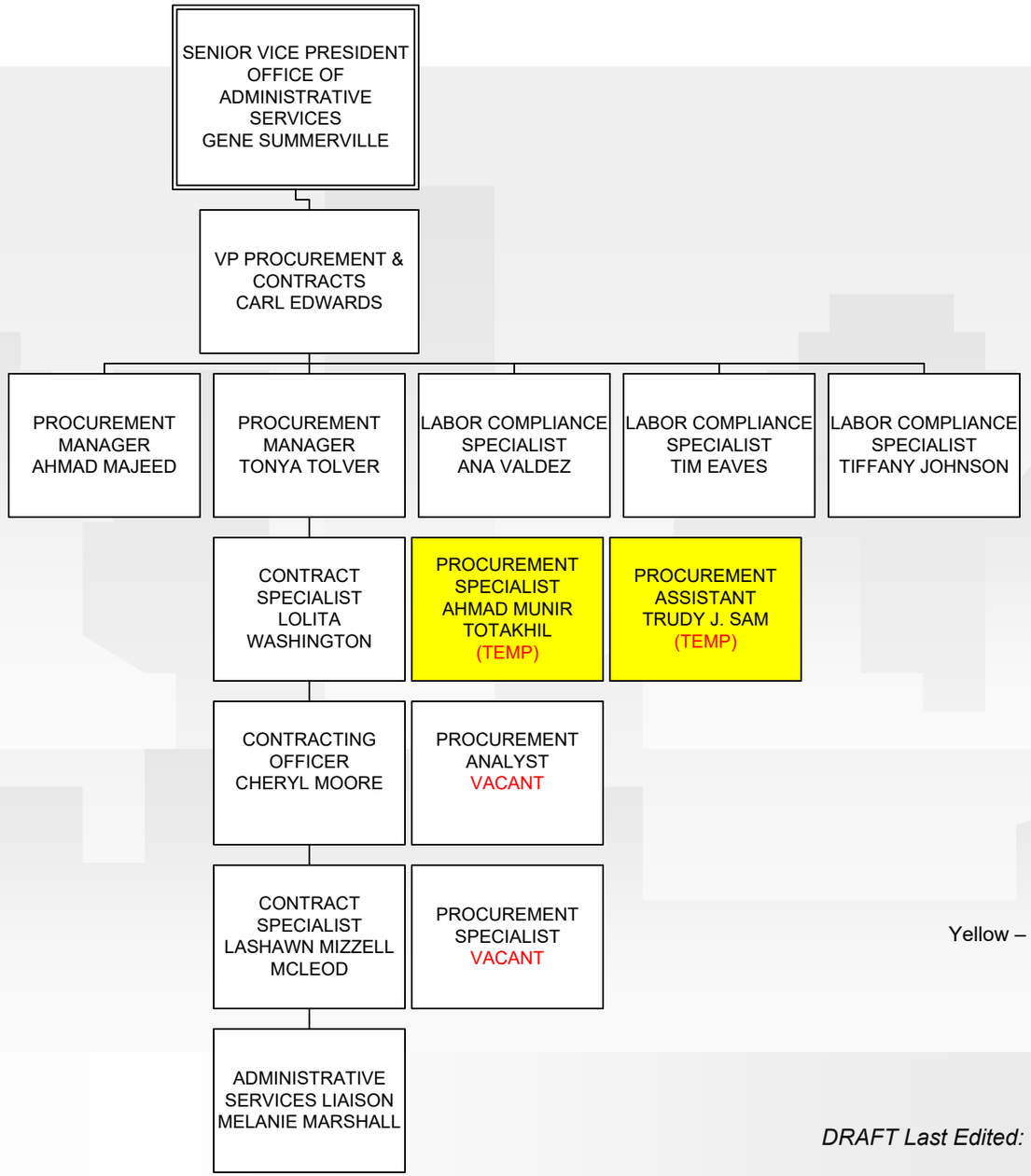
Information Technology Department



Yellow – Temps/Contractors

DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Contracts & Procurement

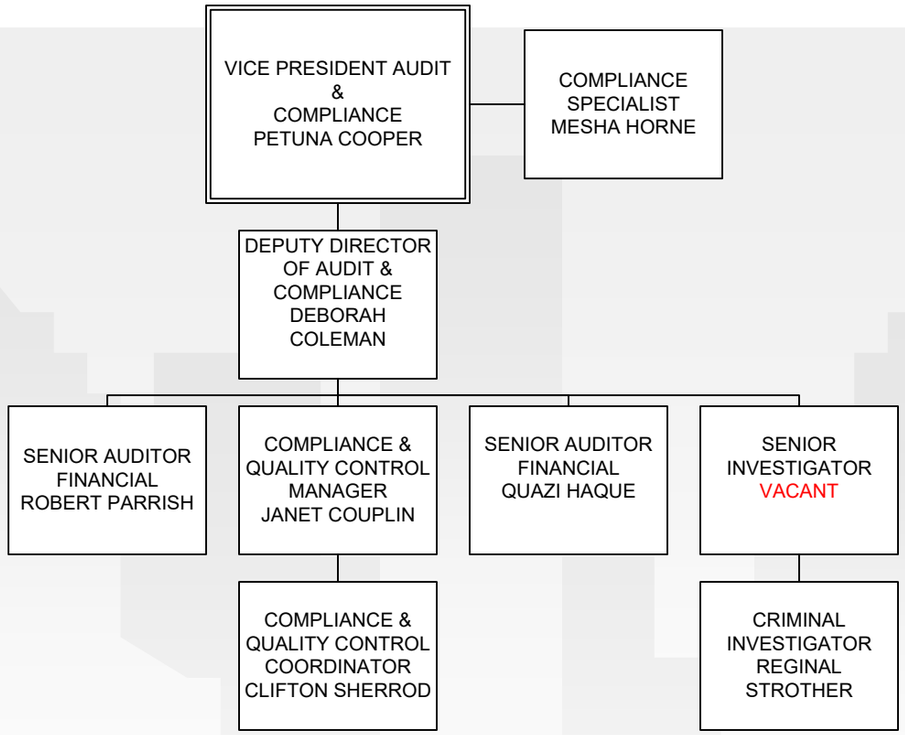


Yellow – Temps/Contractors

DRAFT Last Edited: 2/5/2026

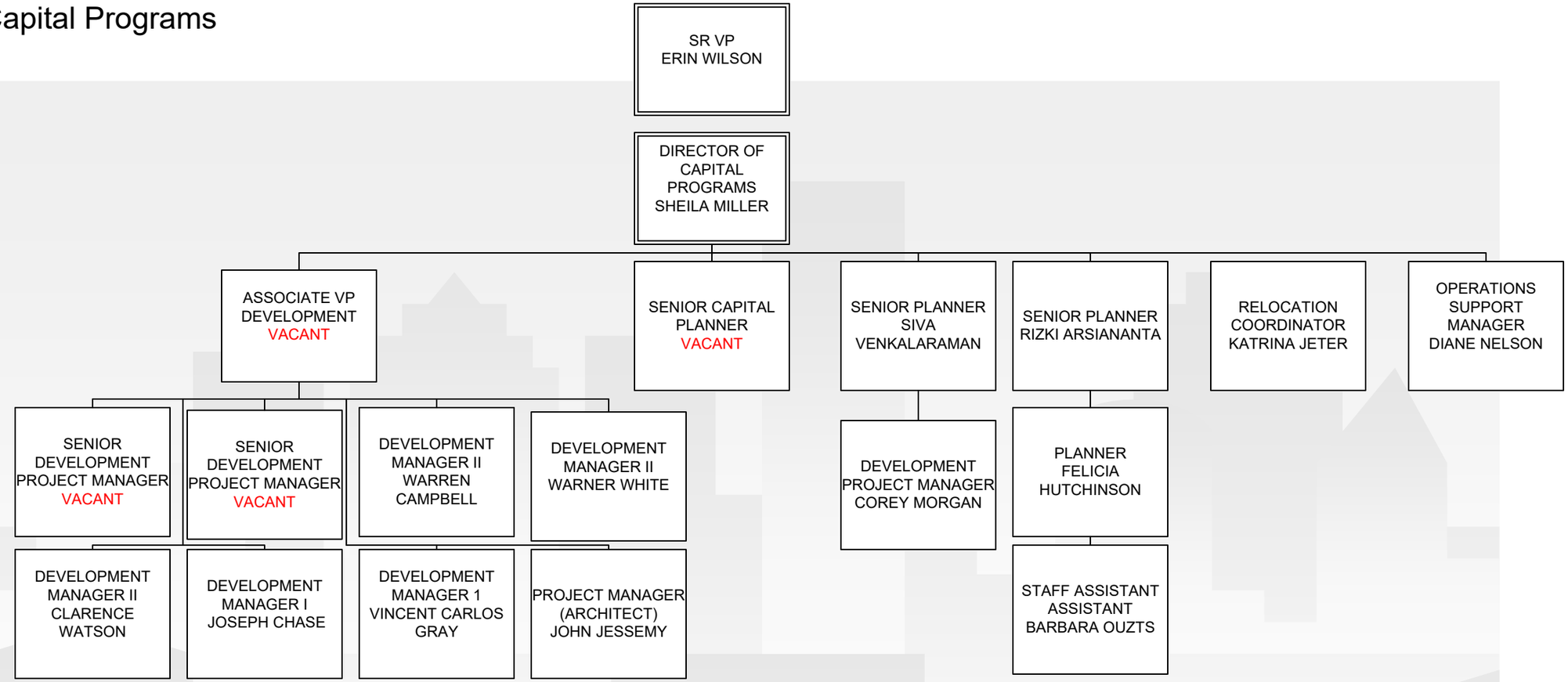
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Audit and Compliance



DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

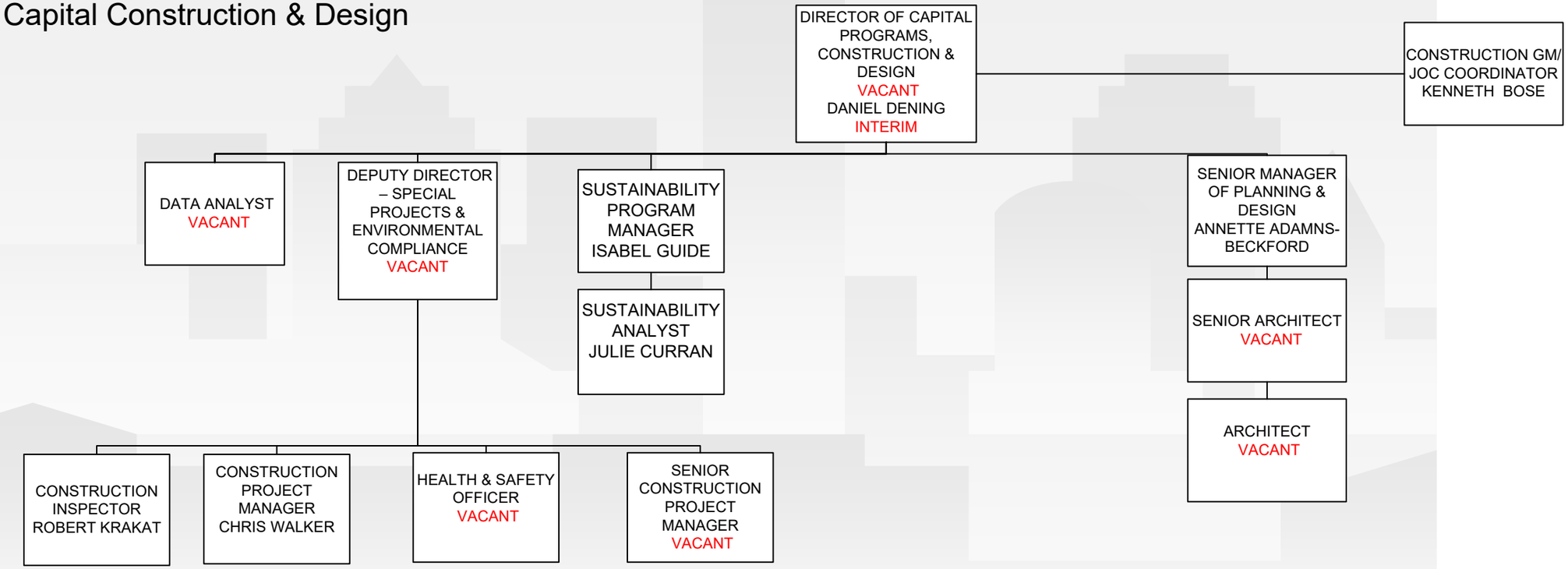
Office of Capital Programs



DRAFT Last Edited: 2/5/2026

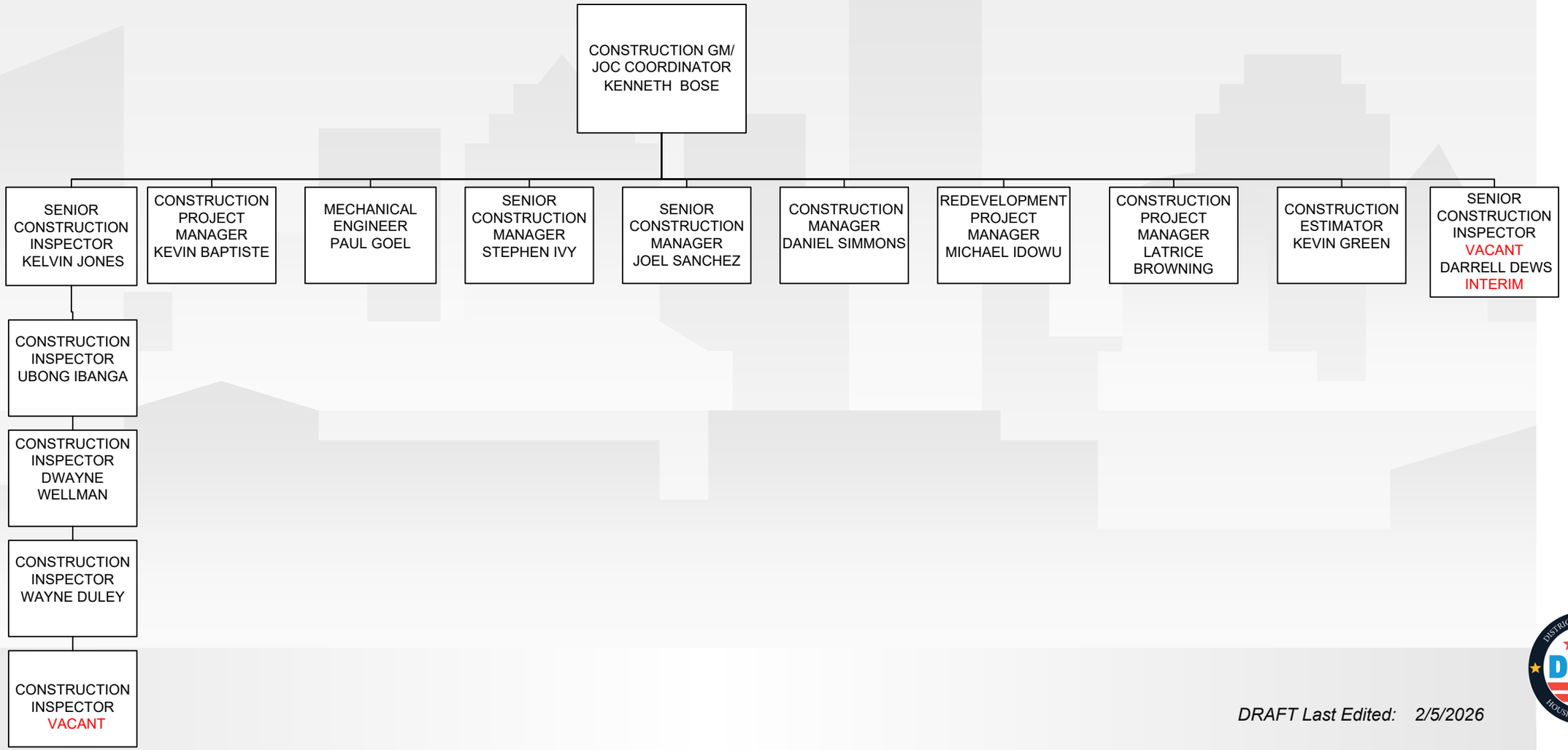
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Capital Construction & Design



DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

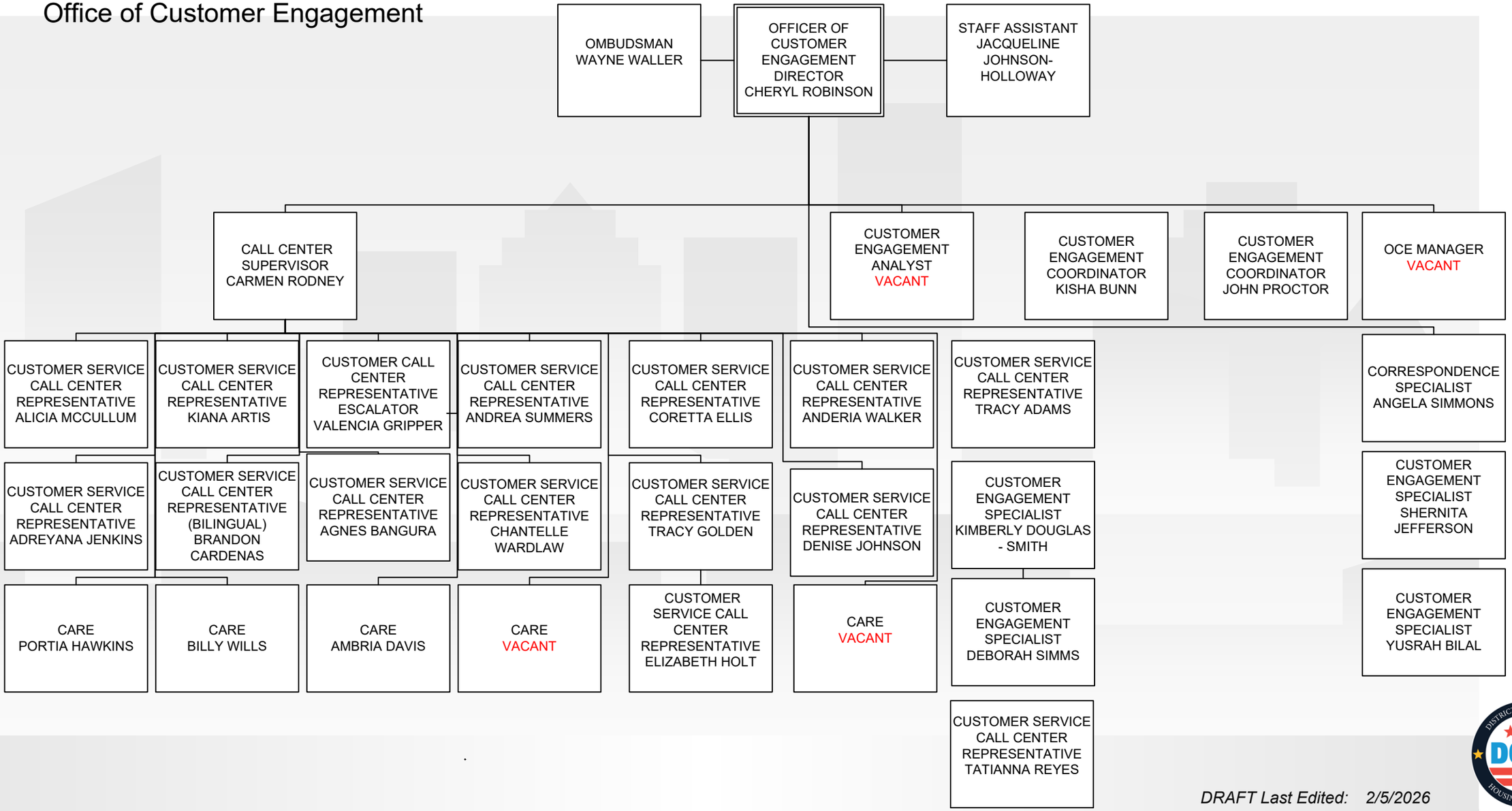
Capital Construction & Design (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

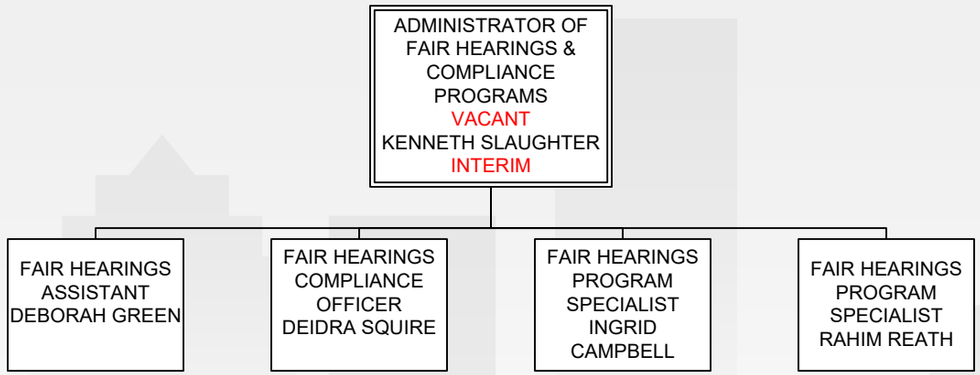
Office of Customer Engagement



DRAFT Last Edited: 2/5/2026

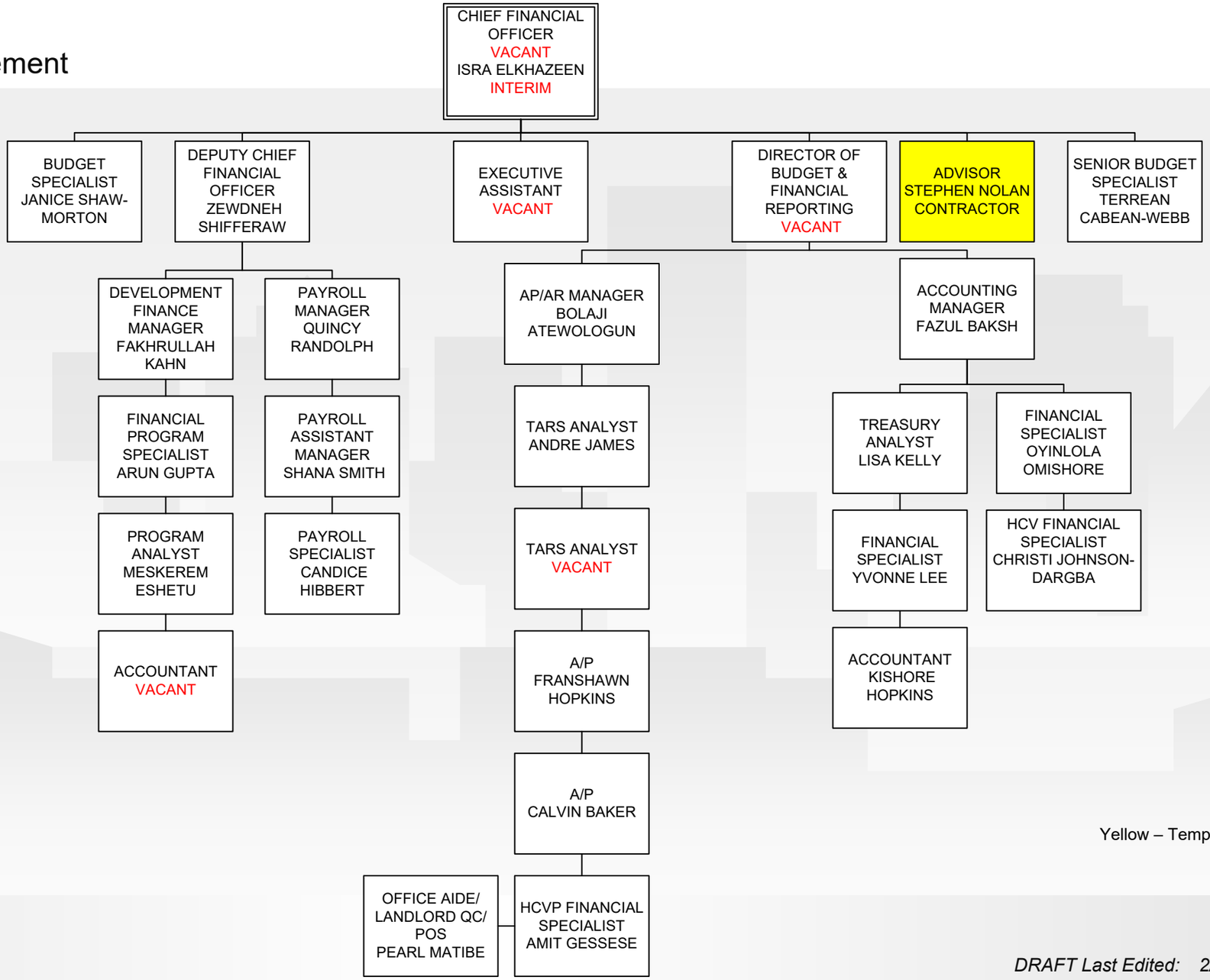
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Fair Hearings & Compliance Programs



DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Financial Management

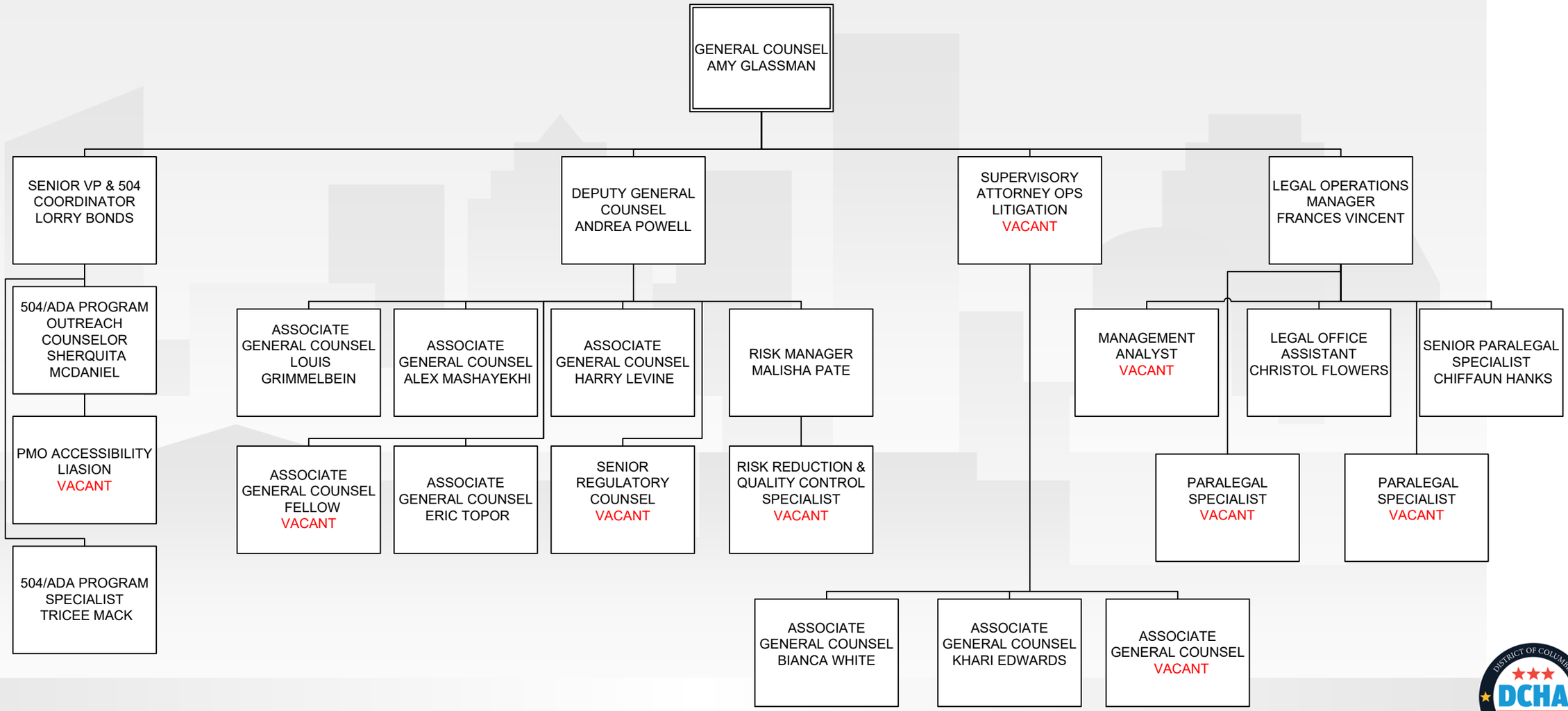


Yellow – Temps/Contractors

DRAFT Last Edited: 2/5/2026

DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

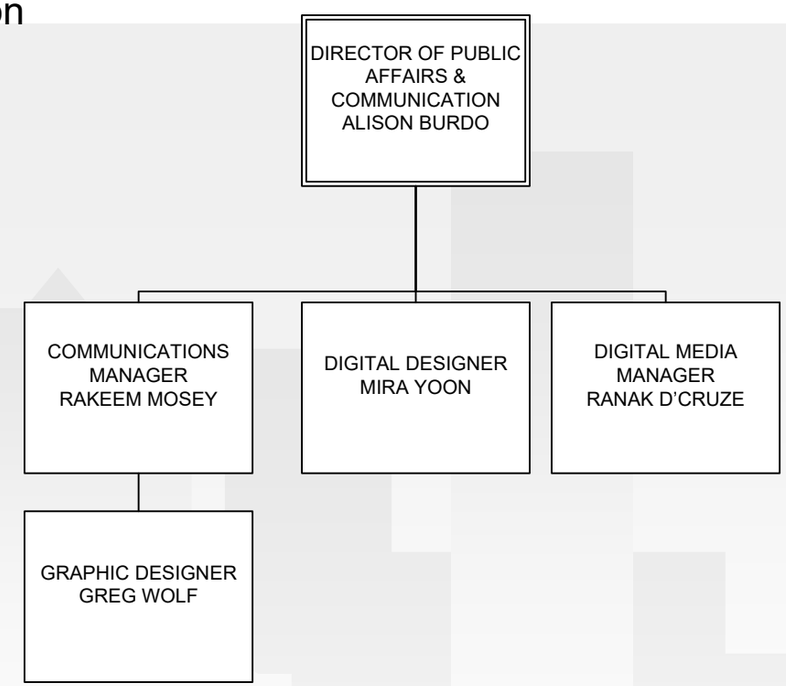
Office of the General Counsel



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

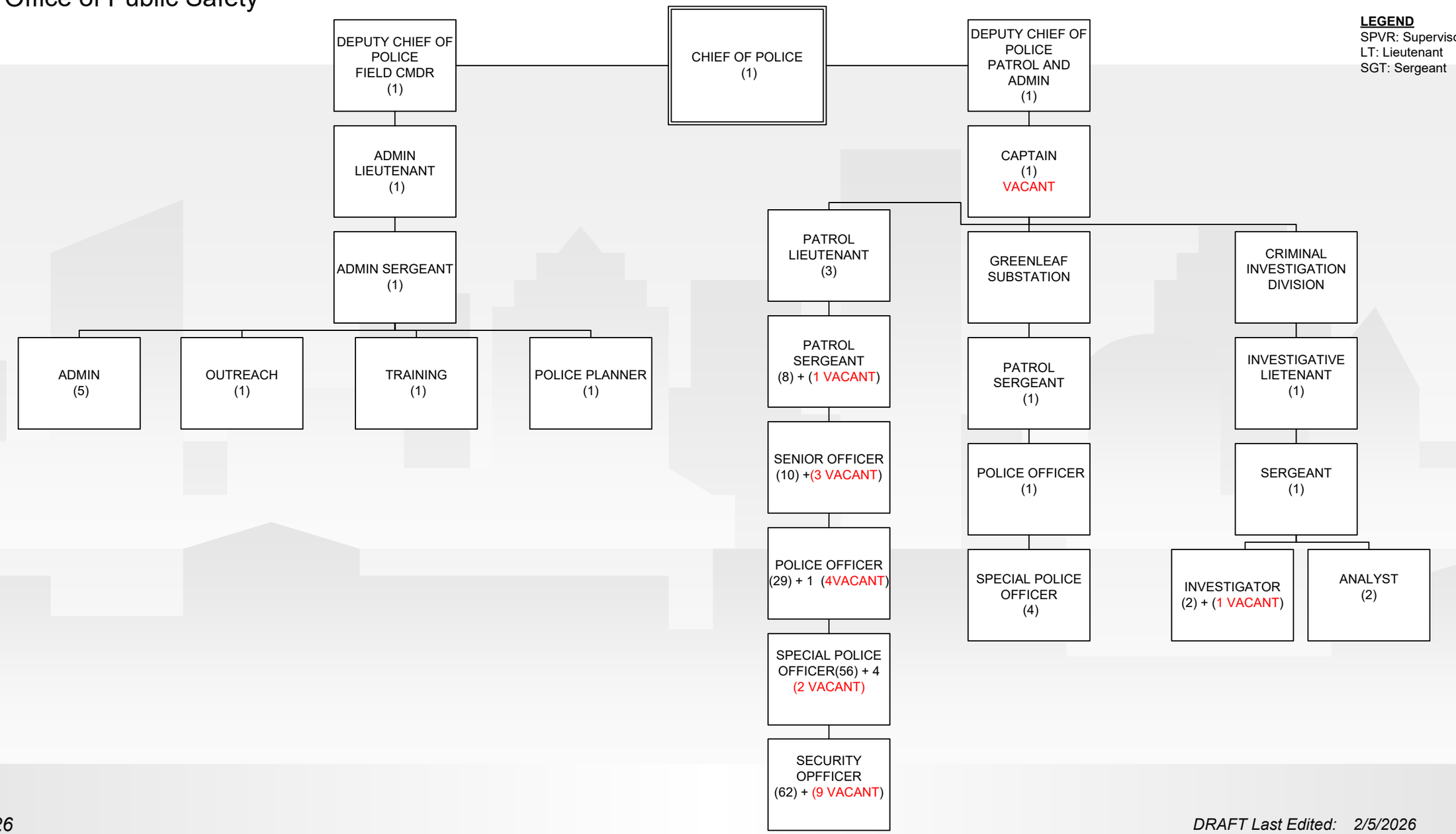
Office of Public Affairs & Communication



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Public Safety

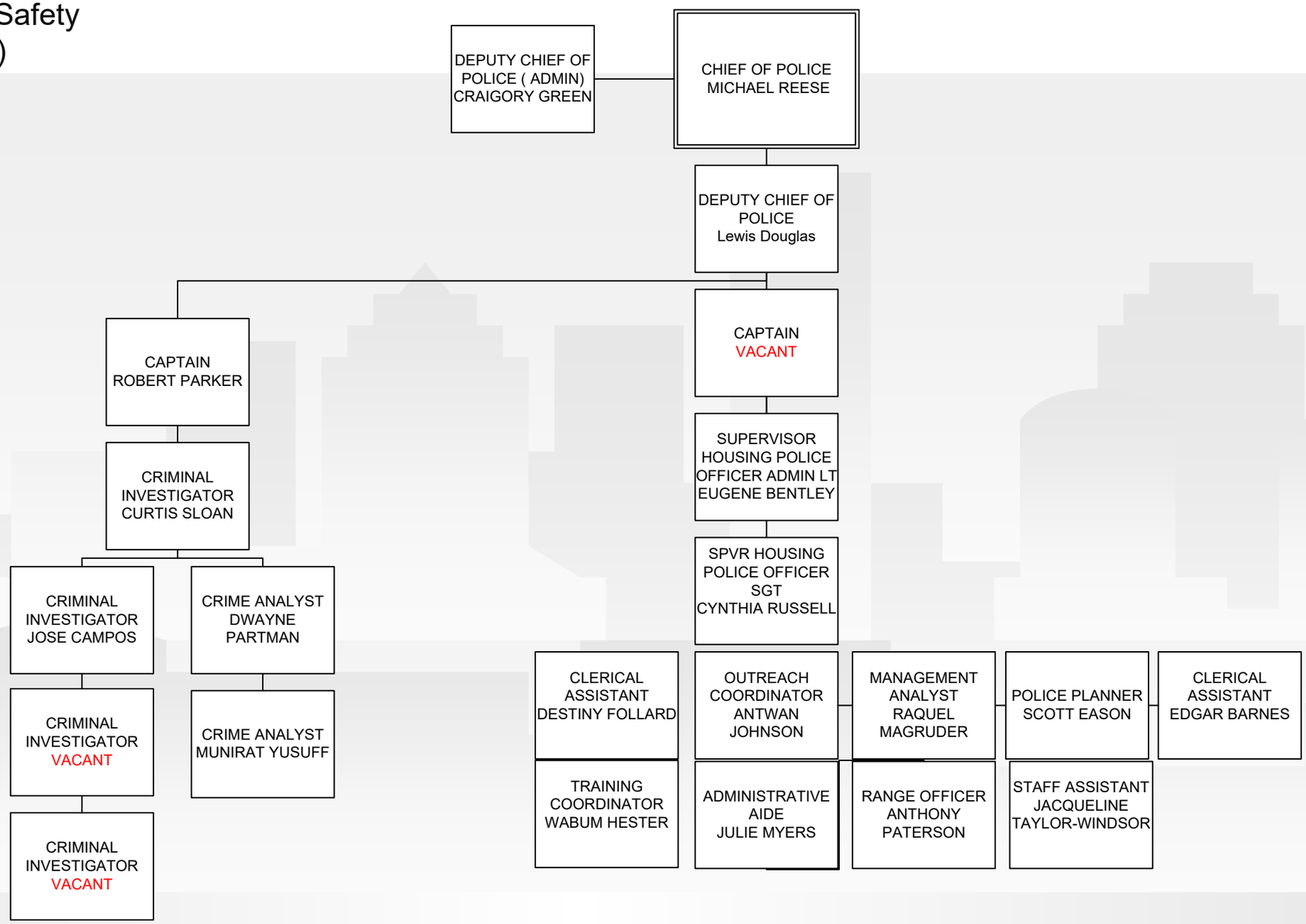


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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Public Safety (continued)

LEGEND
SPVR: Supervisor
LT: Lieutenant
SGT: Sergeant

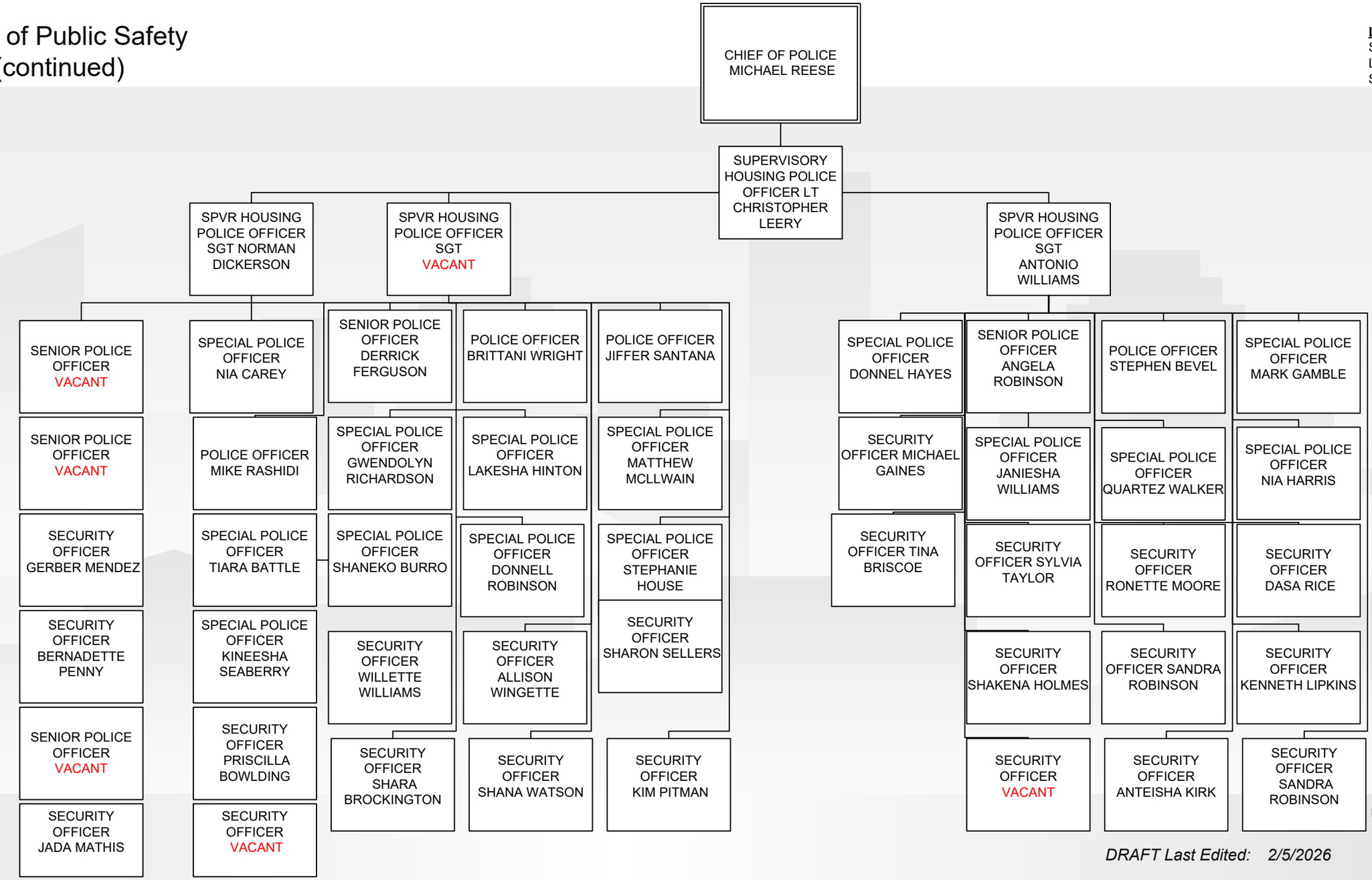


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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Public Safety (continued)

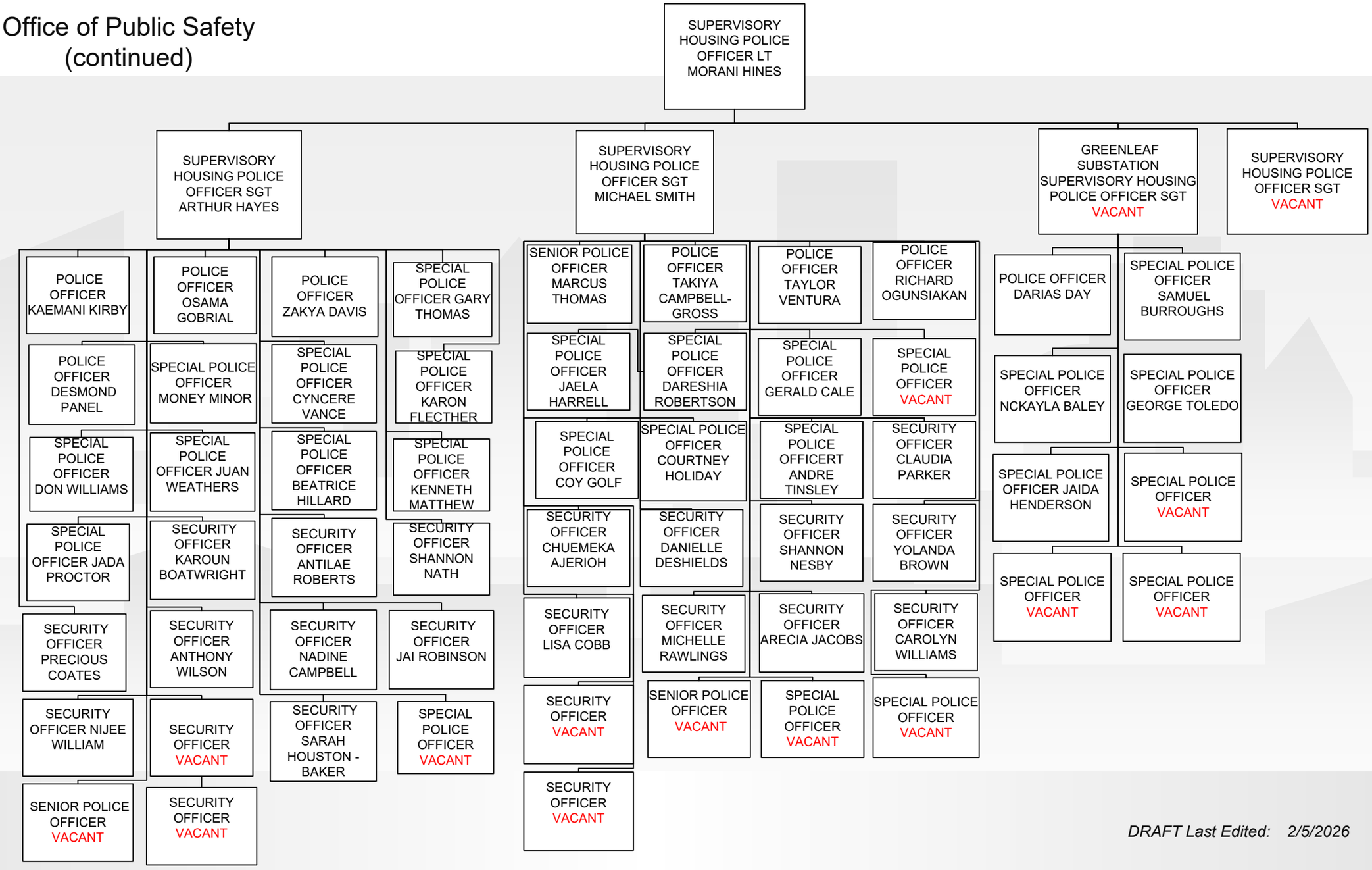
LEGEND
SPVR: Supervisor
LT: Lieutenant
SGT: Sergeant



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

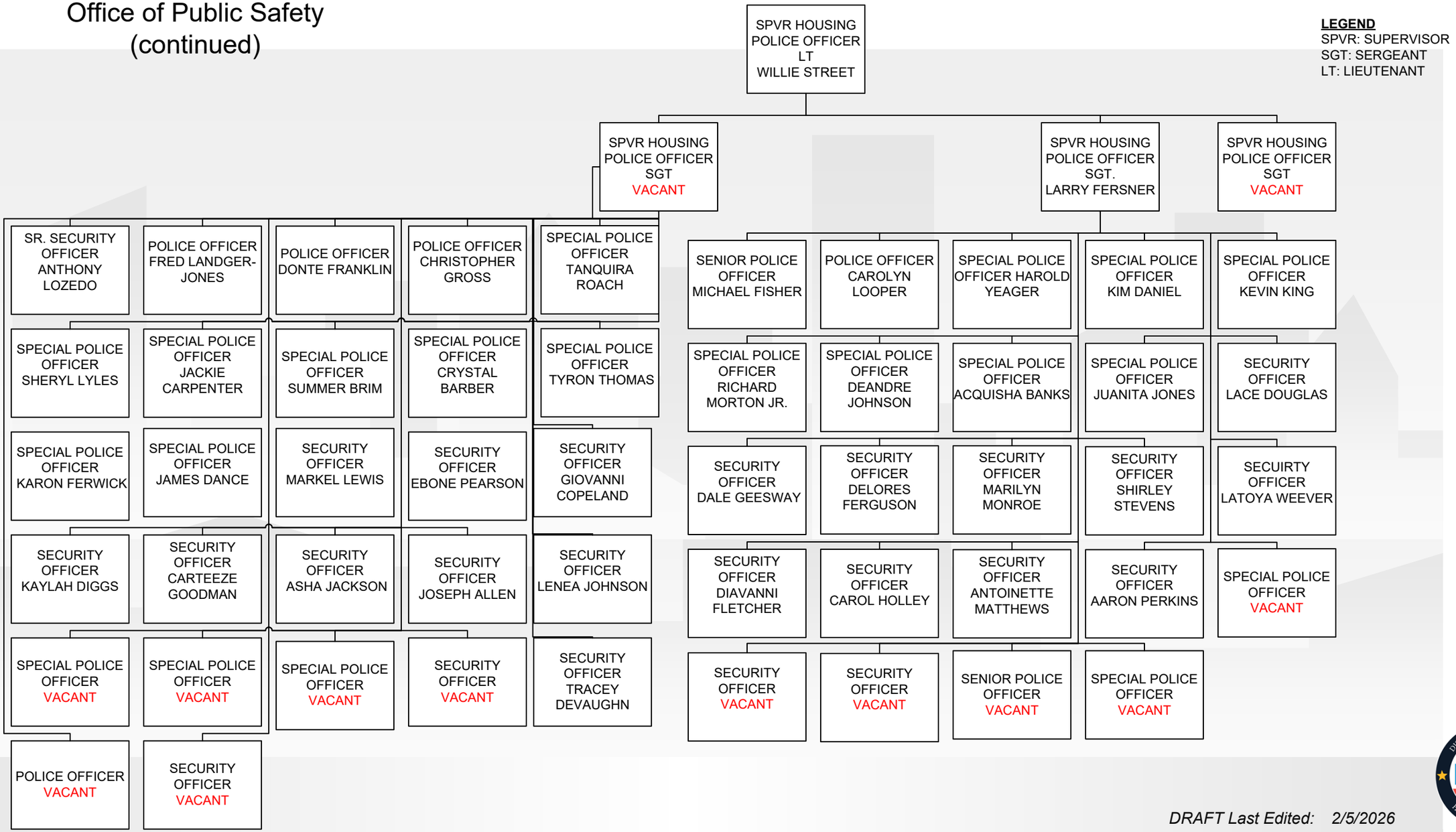
Office of Public Safety (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Public Safety (continued)

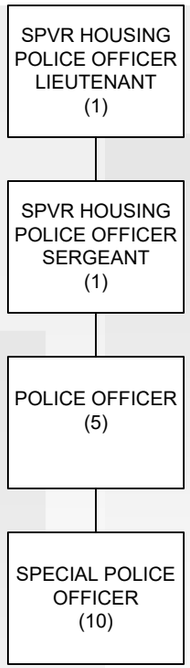


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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Public Safety
(continued)

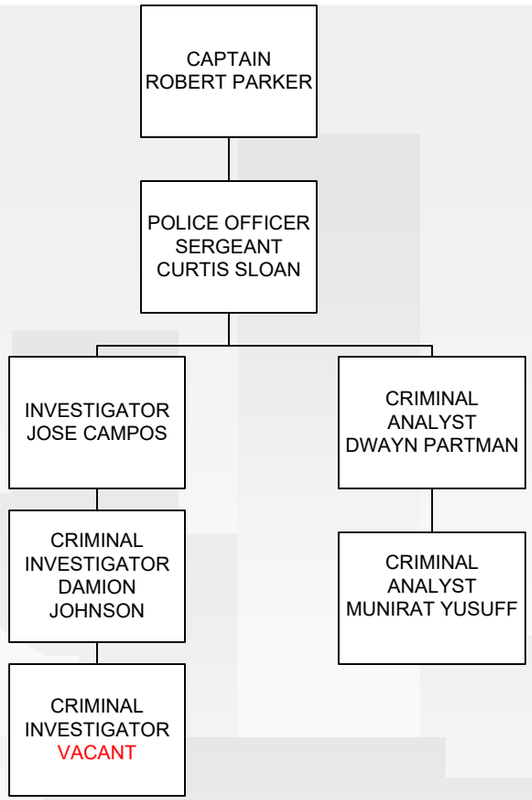
LEGEND
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SGT: Sergeant
LT: Lieutenant



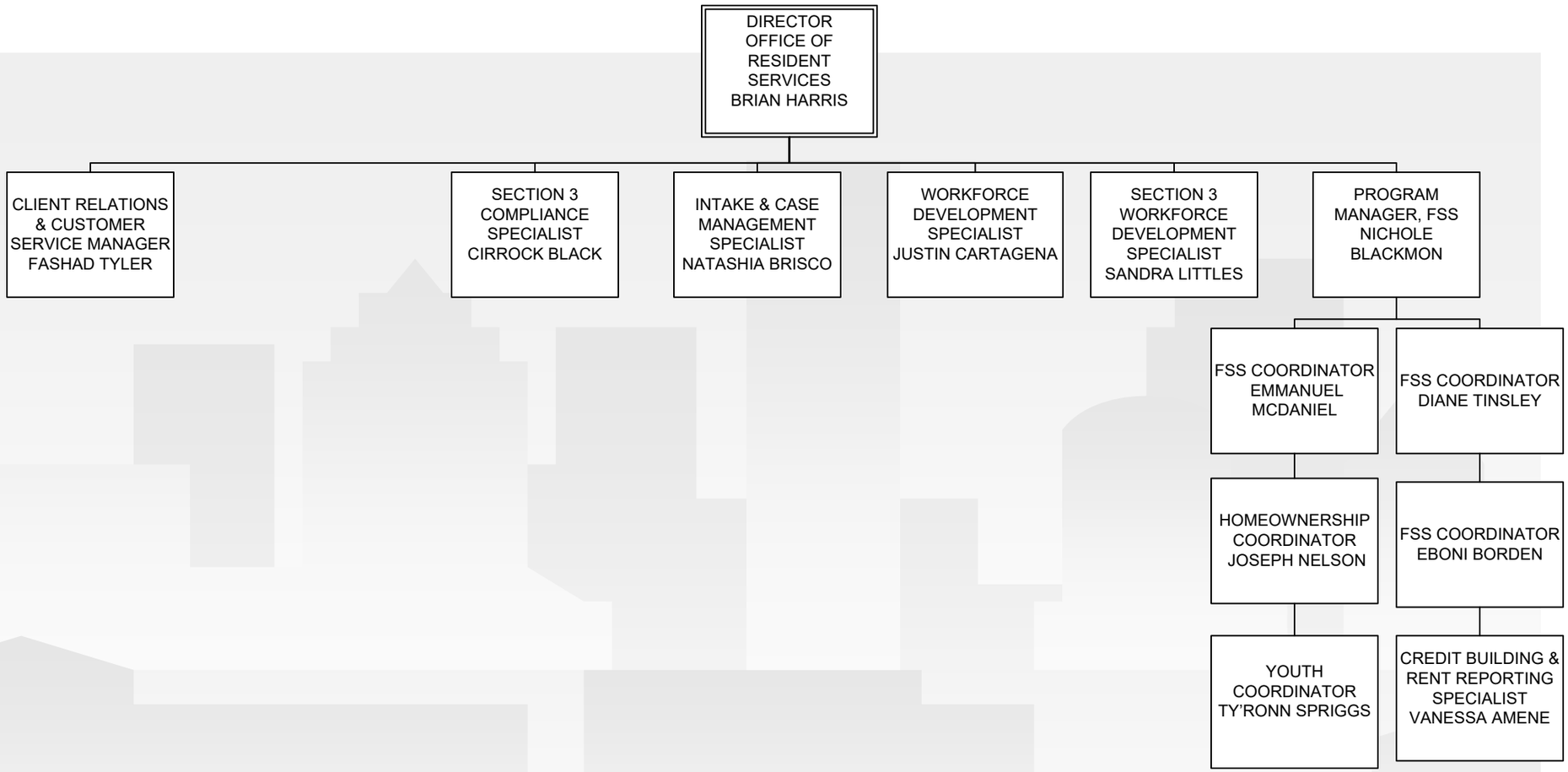
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Office of Public Safety
(continued)

LEGEND
SPVR: Supervisor
SGT: Sergeant
LT: Lieutenant

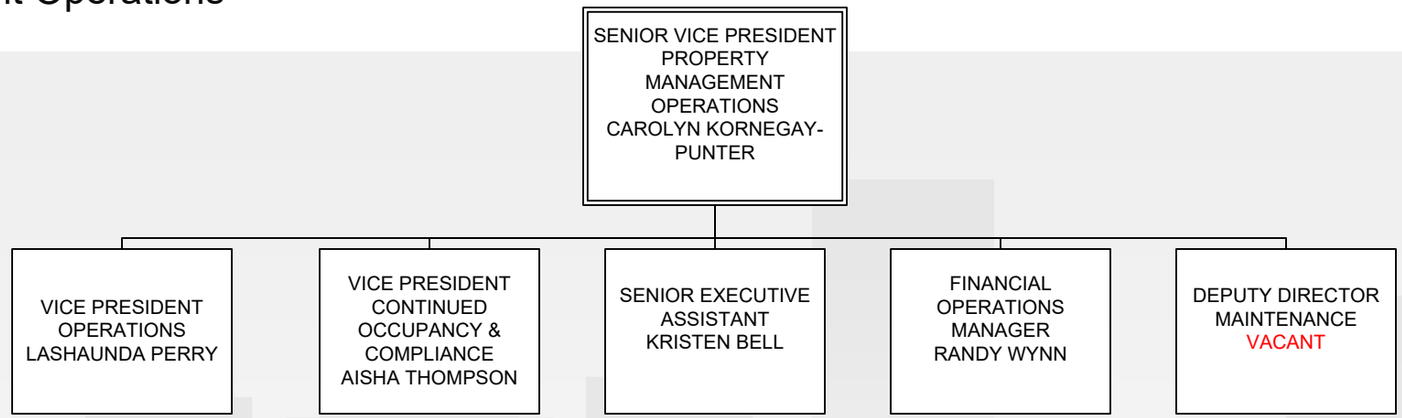


DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART



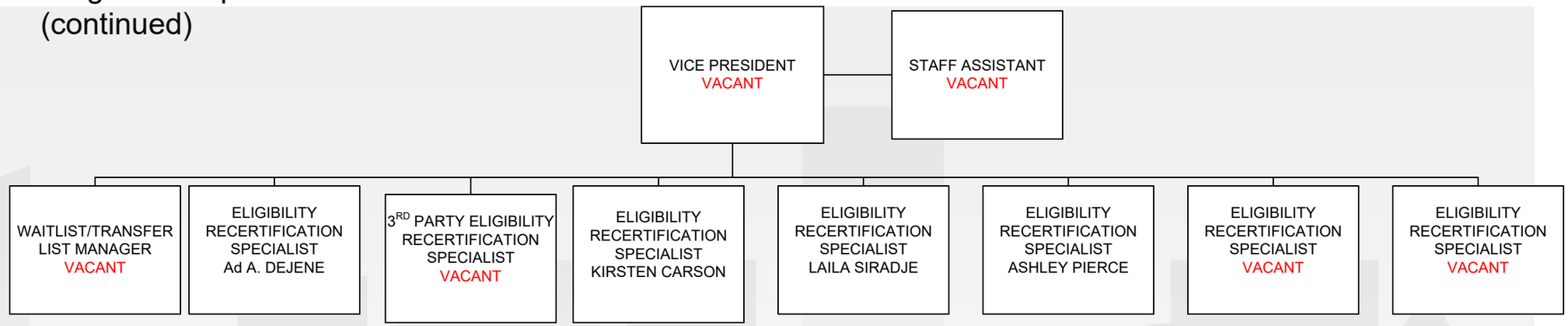
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Property Management Operations



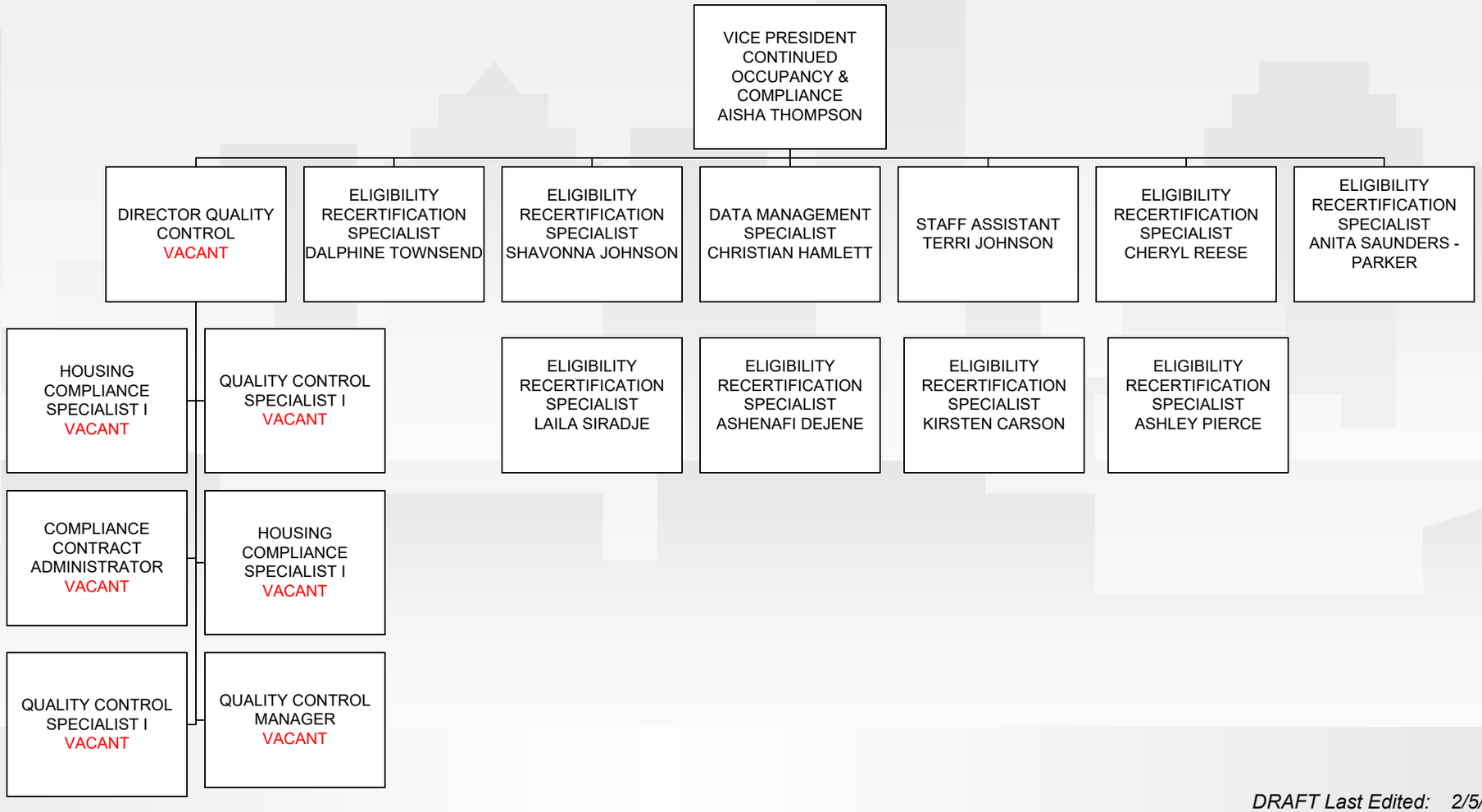
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Property Management Operations (continued)



DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

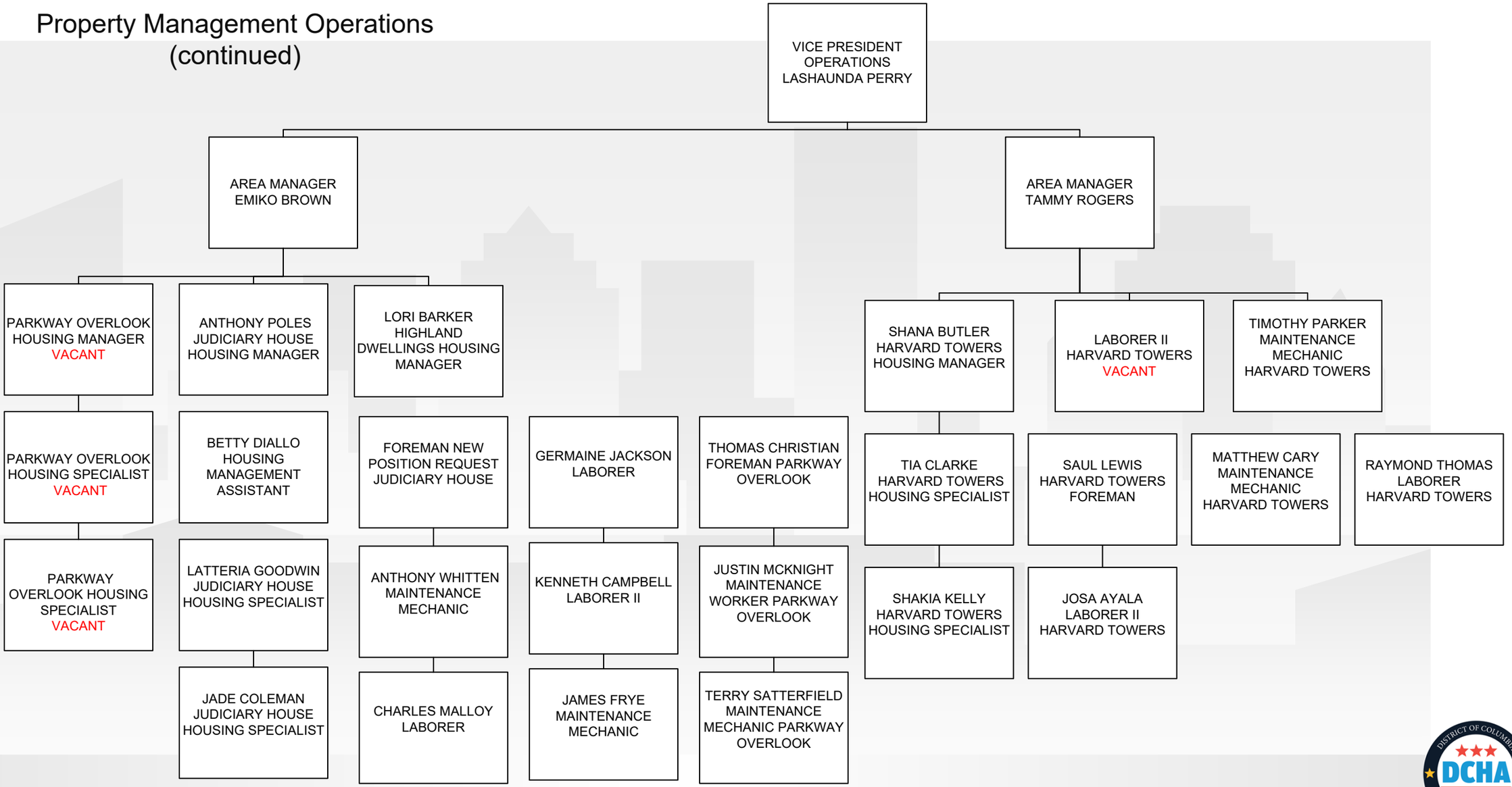
Property Management Operations (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

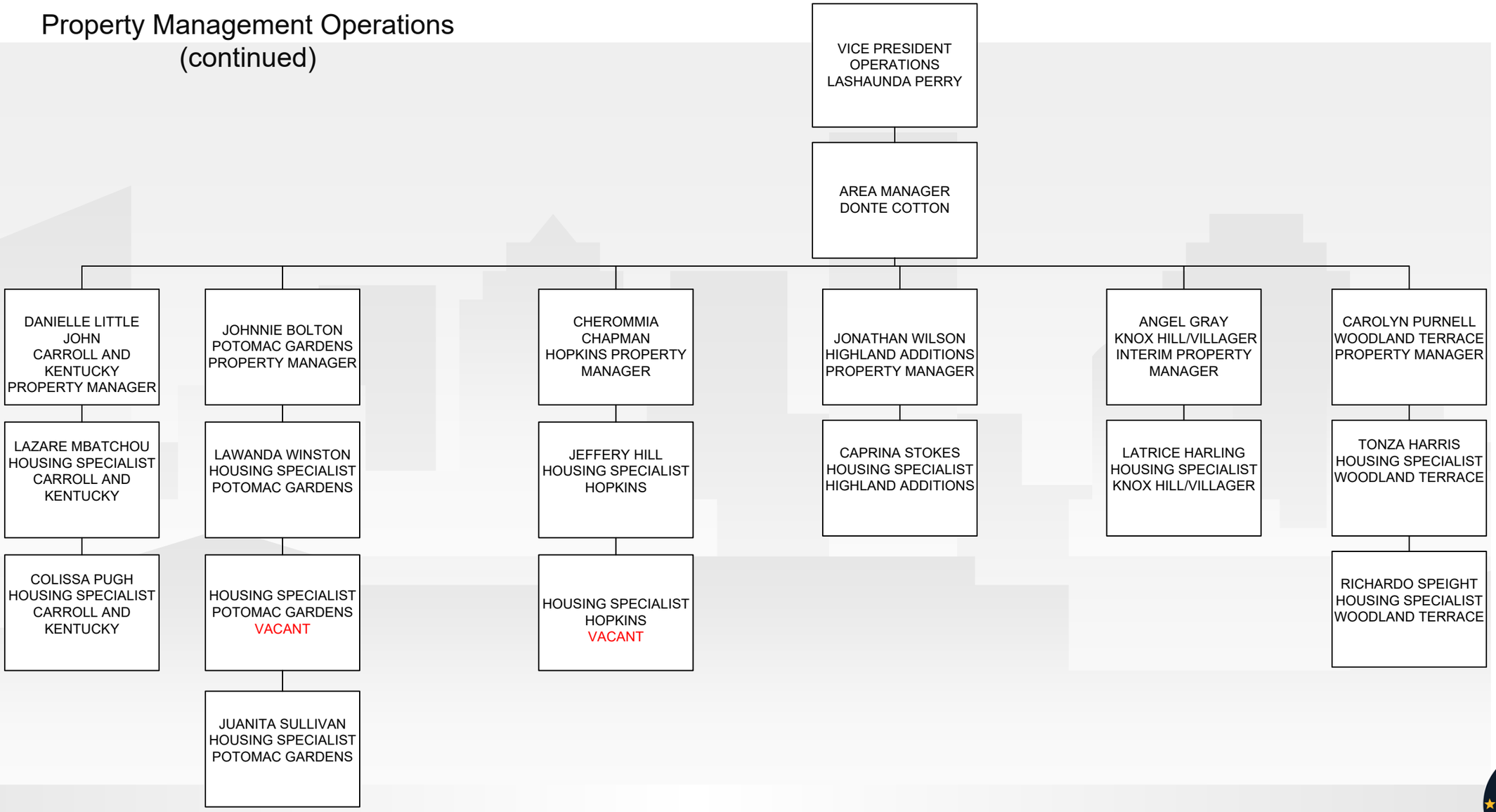
Property Management Operations (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

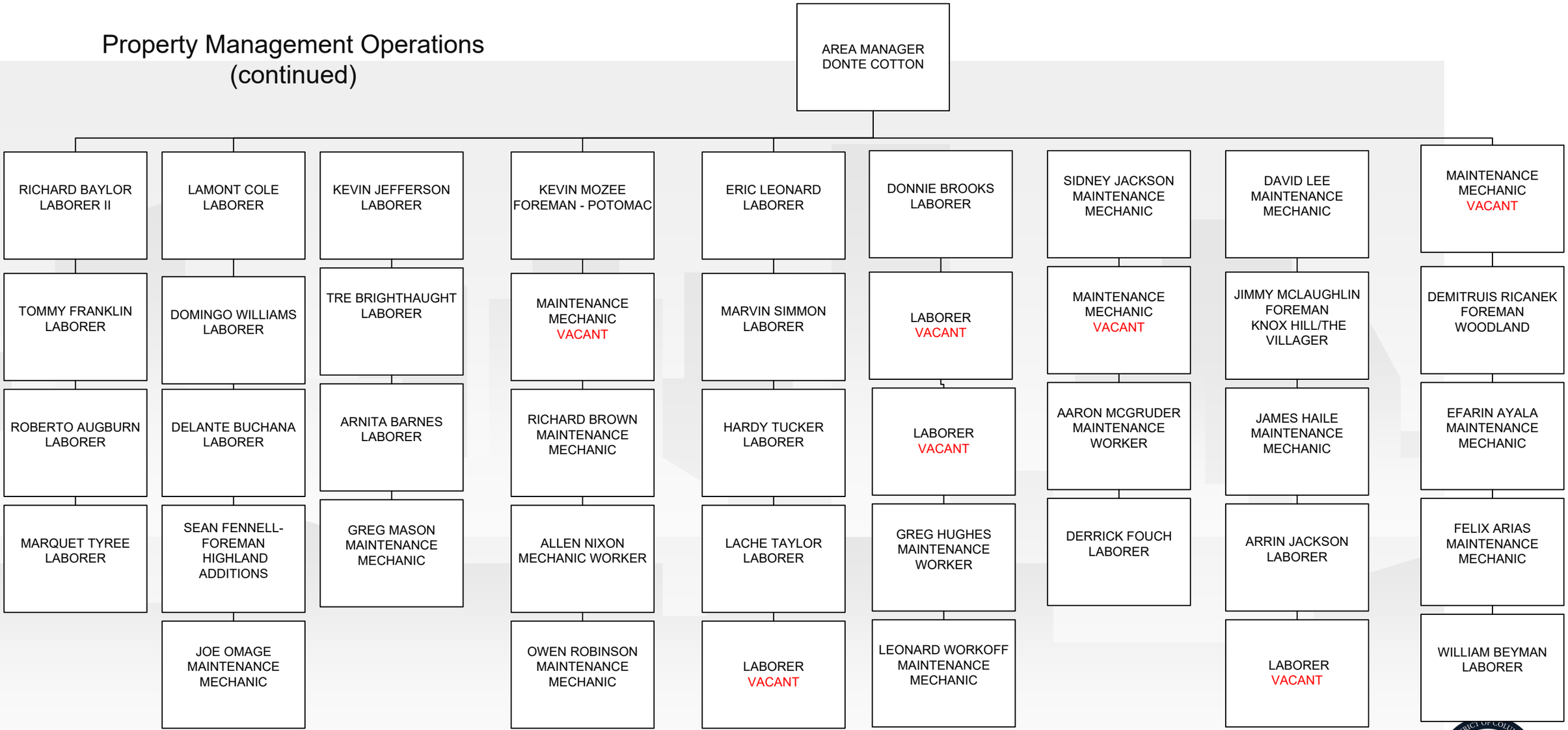
Property Management Operations (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

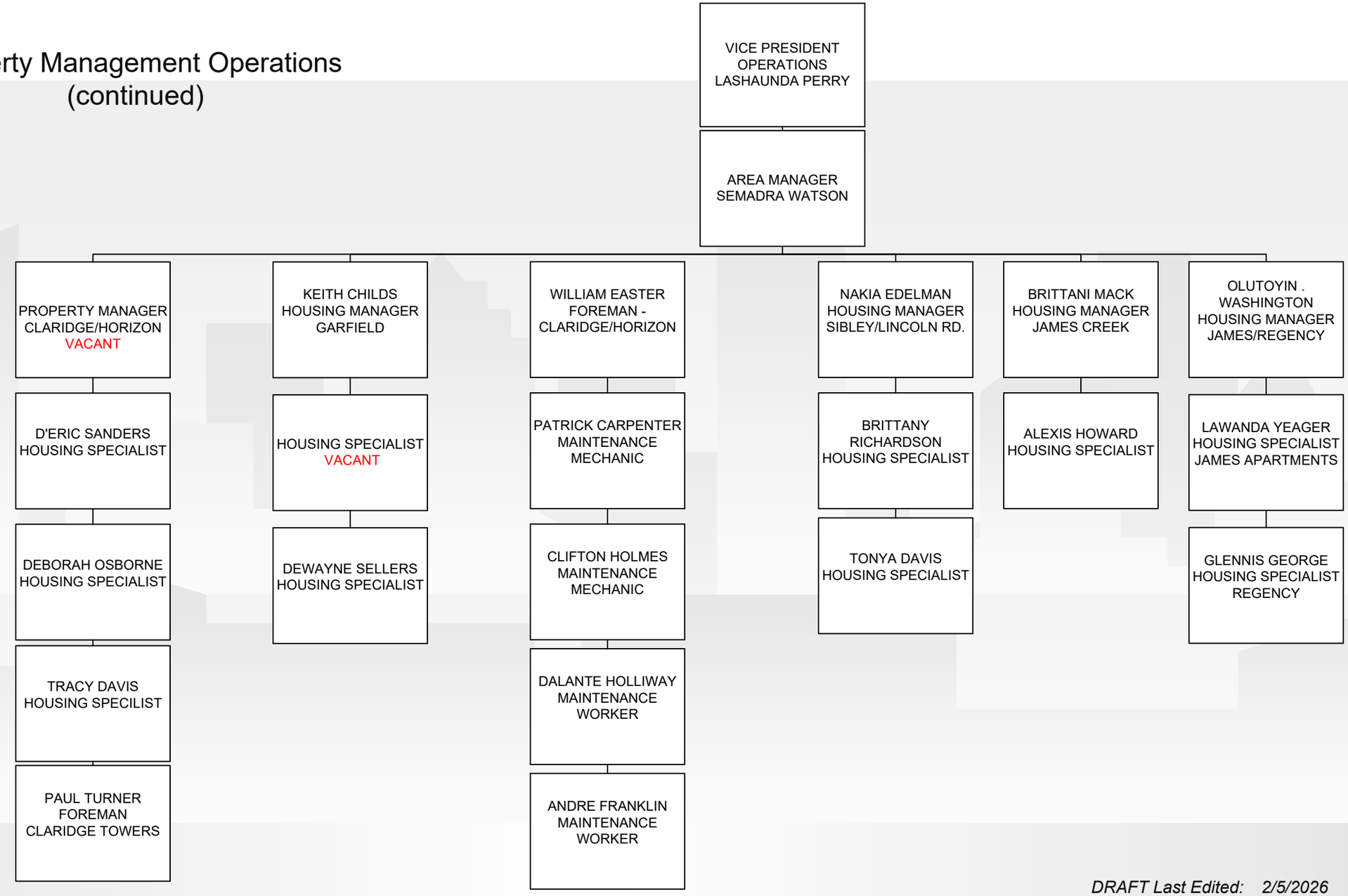
Property Management Operations (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

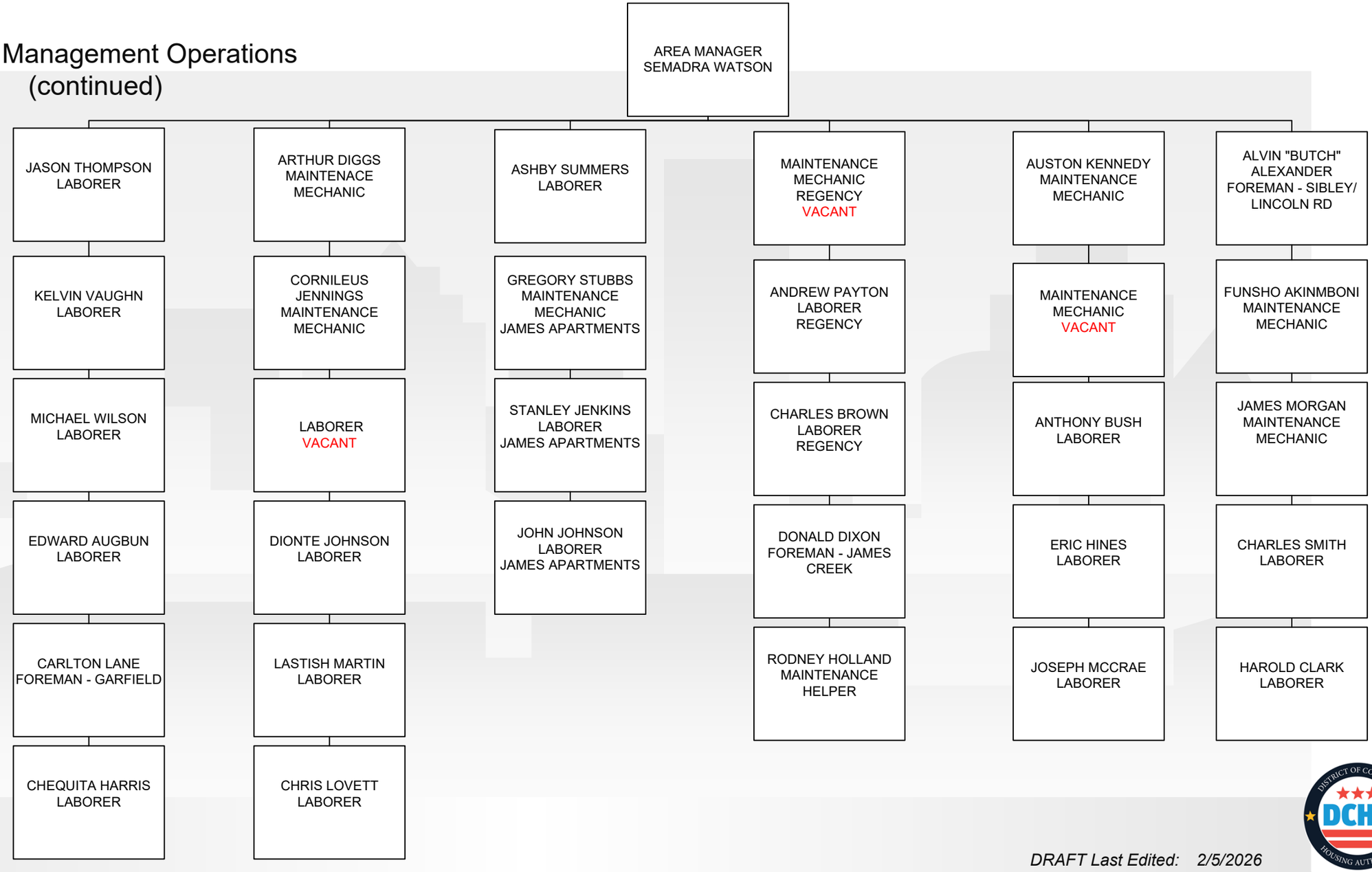
Property Management Operations (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

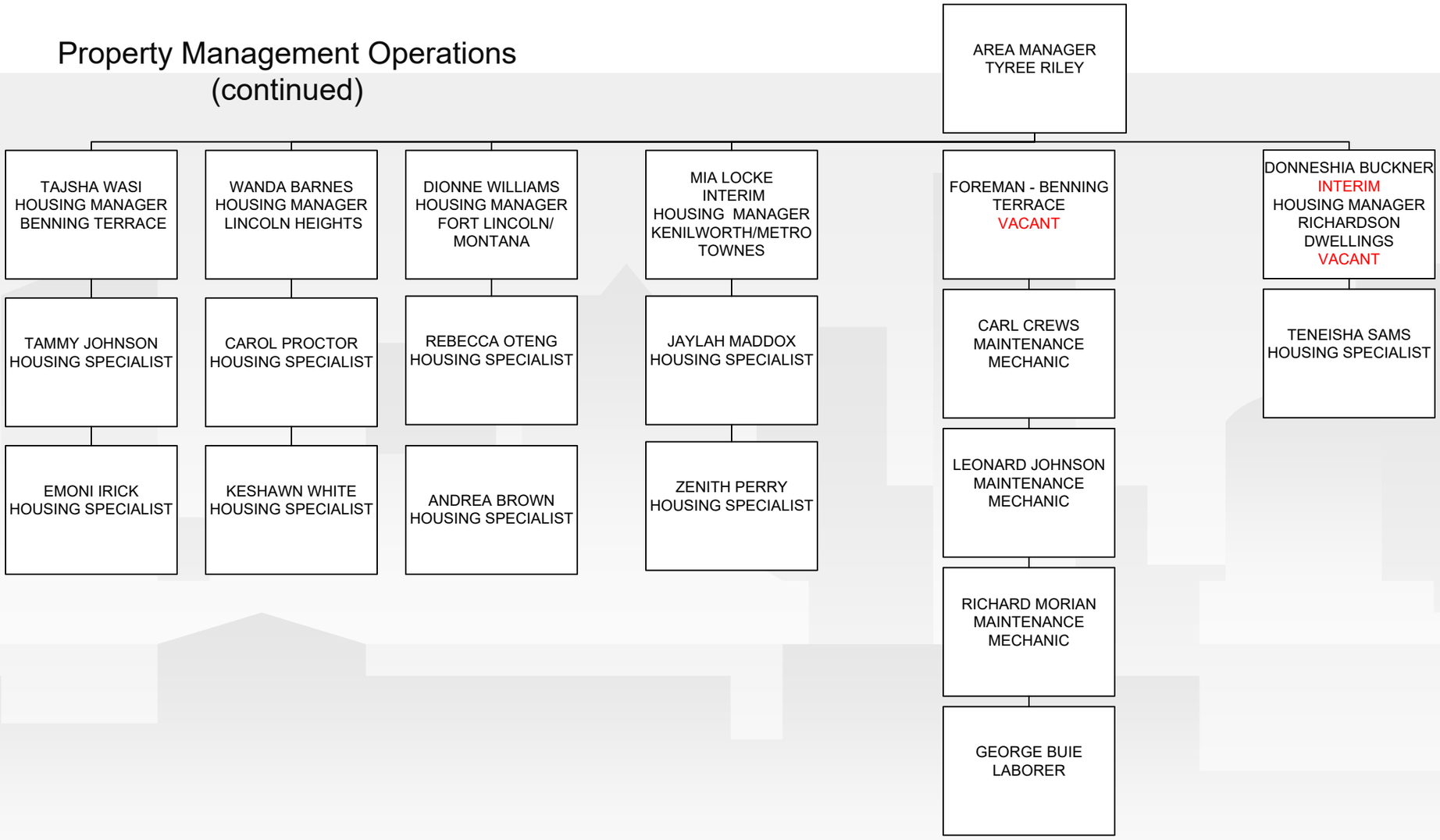
Property Management Operations (continued)



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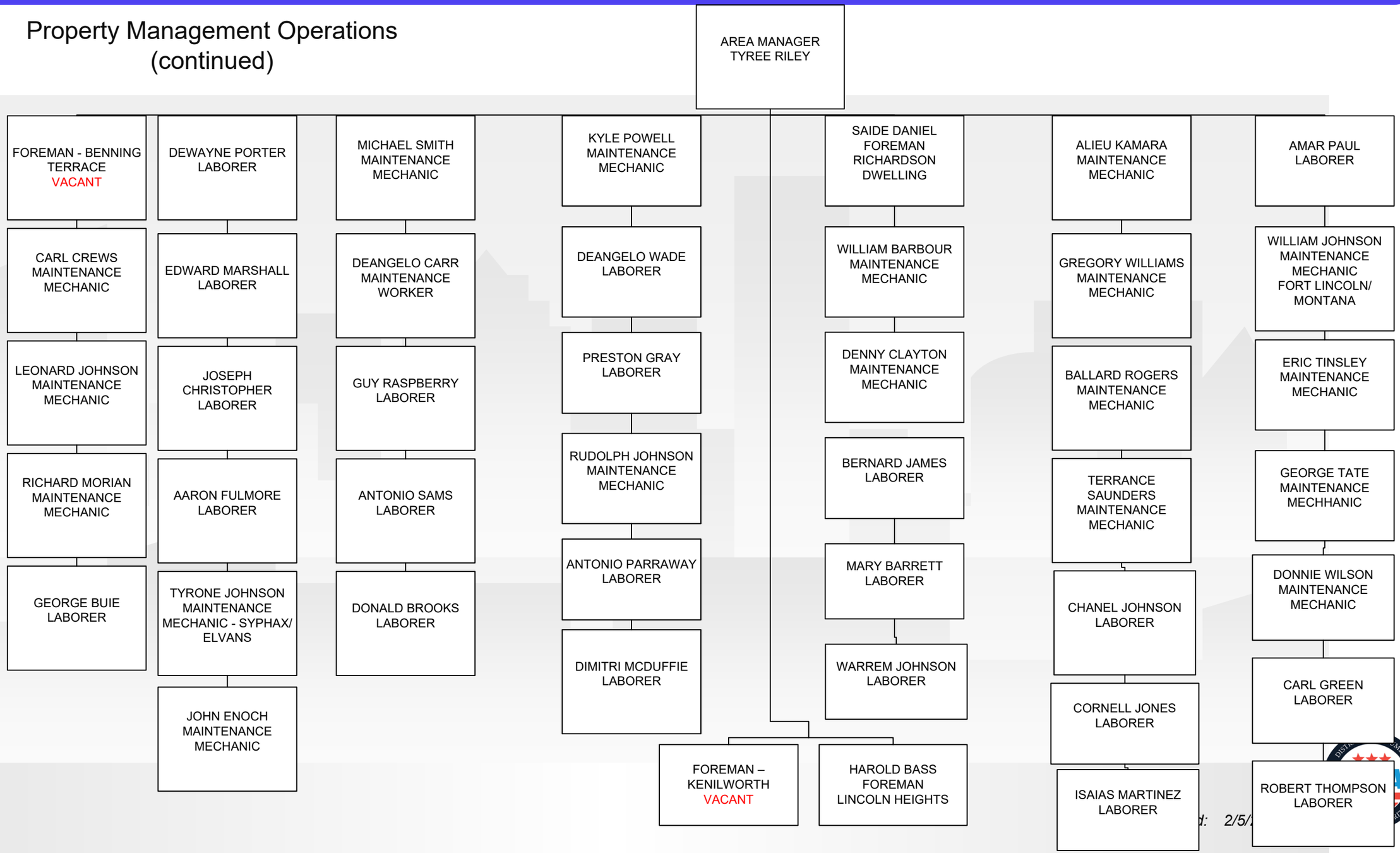
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Property Management Operations (continued)



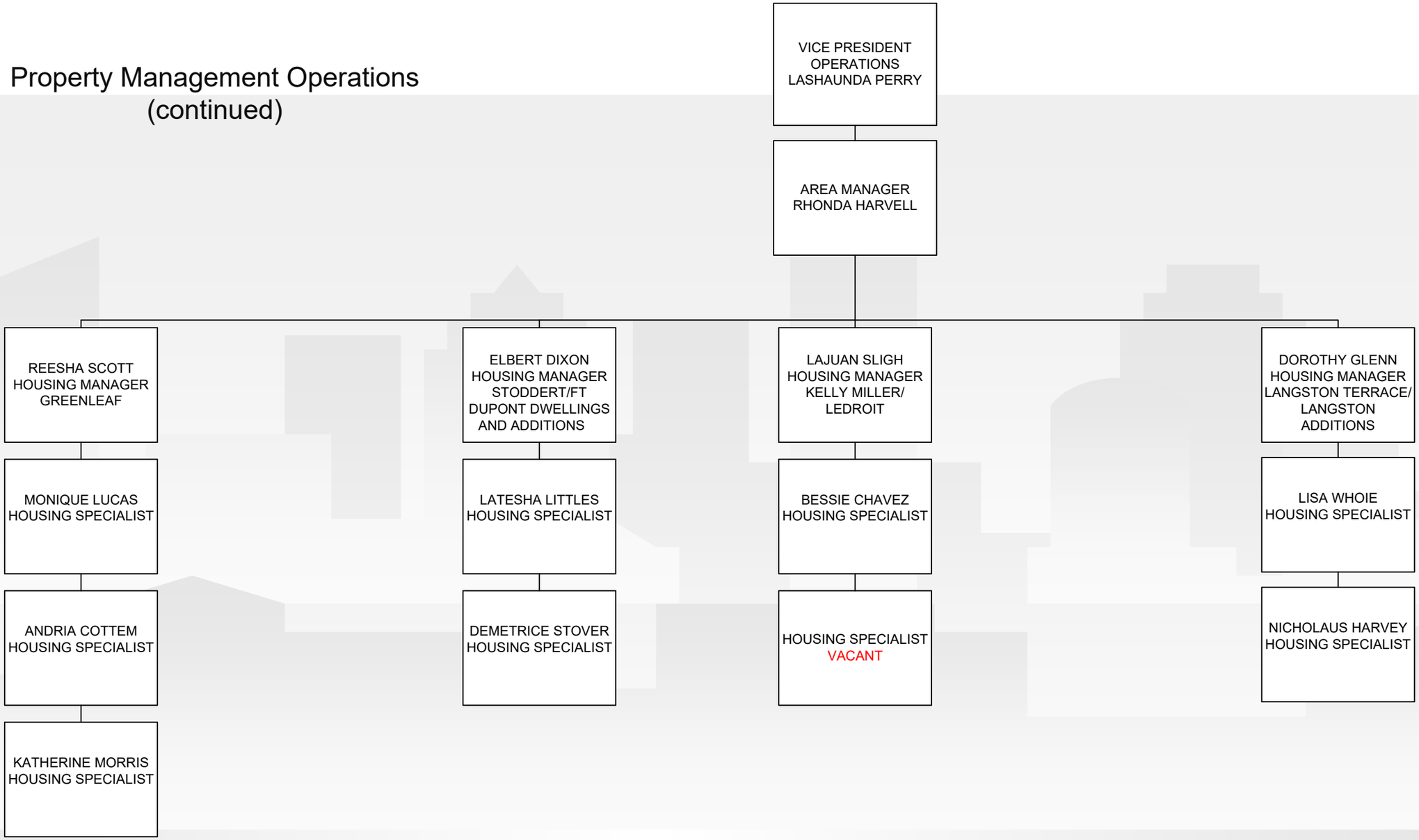
DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Property Management Operations (continued)



DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

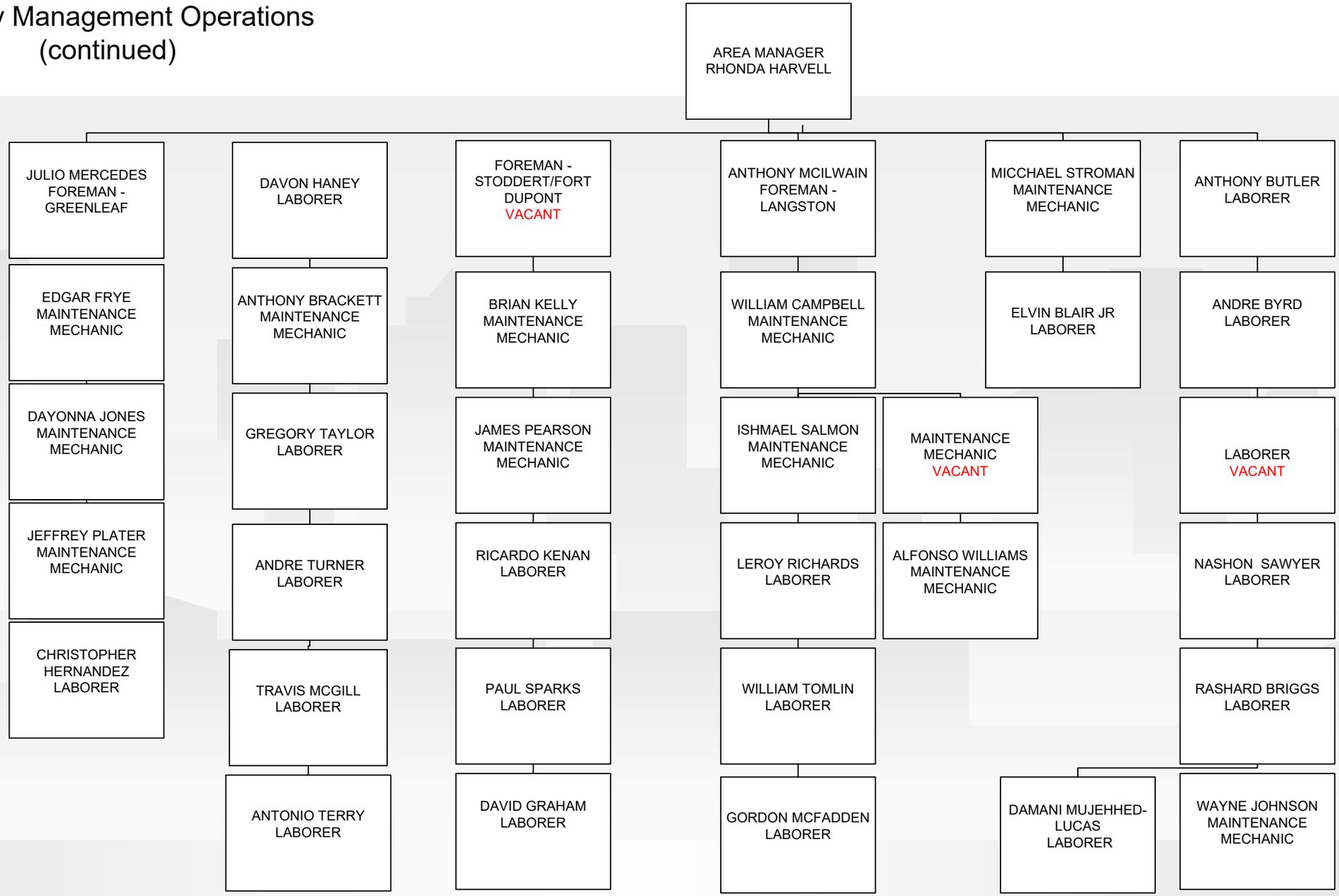
Property Management Operations (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

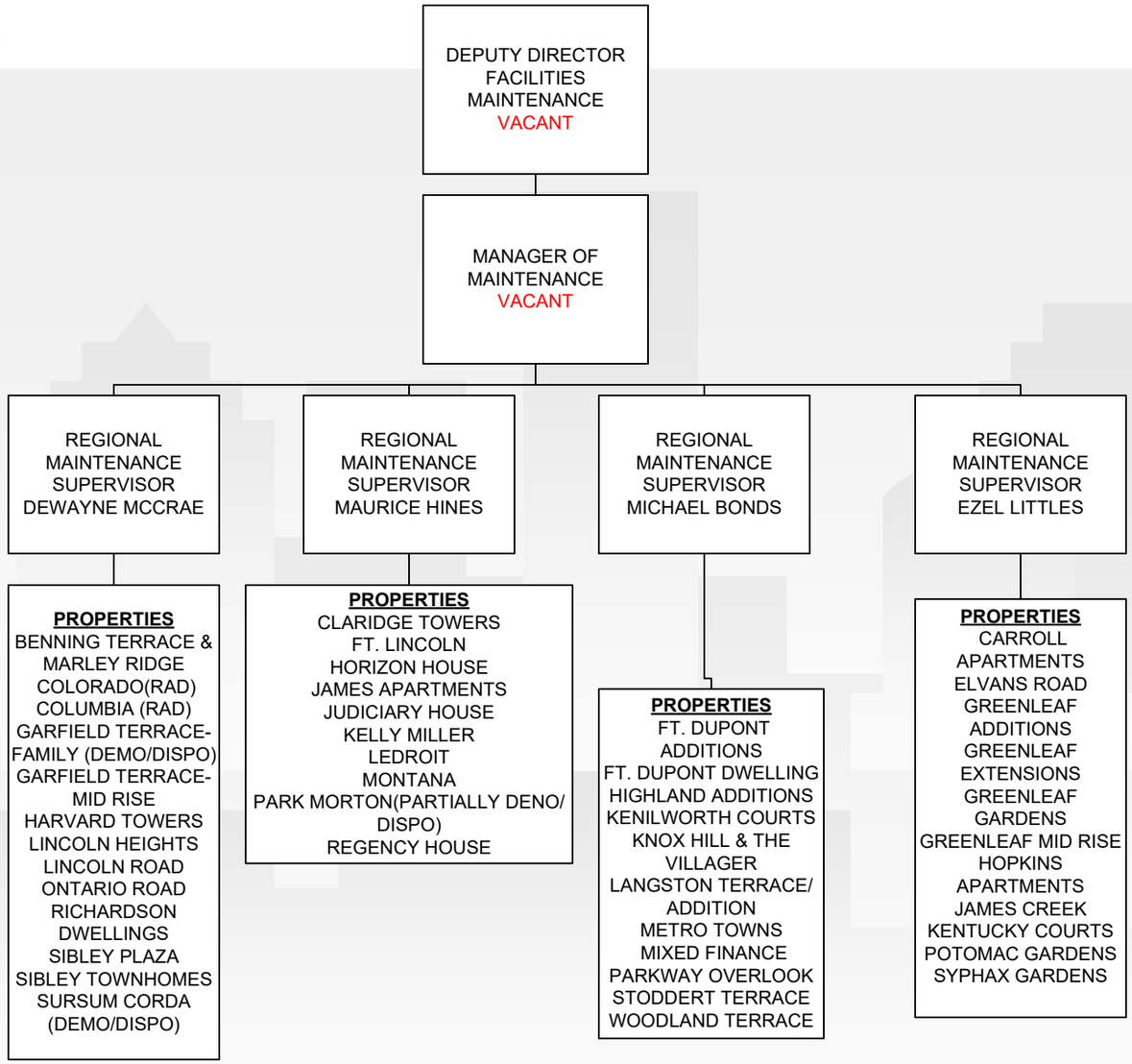
Property Management Operations (continued)



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DISTRICT OF COLUMBIA HOUSING AUTHORITY
ORGANIZATIONAL CHART

Property Management Operations (continued)



b. A description of the roles and responsibilities for each division and subdivision;

1. **Office of Financial Management**

The Office of Financial Management (OFM) is responsible for all financial operations: it defines the annual operating and capital budgets in alignment with the DCHA mission and goals; maintains fiscal accountability through ongoing budget management and timely audits; and continually refines best practices and enhances financial systems to support fiscal oversight.

2. **Office of General Counsel**

The Office of General Counsel (OGC) provides legal oversight and advice in litigation, and real estate and personnel matters; and ensures regulatory and risk management compliance. With a deep understanding of local and federal regulations, OGC's guidance is essential to DCHA operations.

3. **Office of Administrative Services**

The Office of Administrative Services (OAS) manages procurement of needed goods and services across the full end-to-end life cycle of purchasing including initial requisition, solicitation development, vendor evaluation and selection, contracting, payment and record-keeping. At each stage in the process, OAS ensures compliance with local and federal regulations and contract terms and provides operational support to all departments to streamline purchasing processes and enhance vendor relations.

4. **Property Management Operations**

The Property Management Operations (PMO) Department oversees public housing portfolio and serves as property manager, ensuring decent and safe rental housing across rental communities throughout the District of Columbia. With a public housing presence in seven of DC's eight council wards, DCHA provides a stable foundation for thousands of eligible, extremely low- through moderate-income individuals and families.

5. **Housing Choice Voucher Program**

The Housing Choice Voucher Program (HCVP) department administers rental assistance voucher programs that serve more than 28,000 extremely low- through moderate-income individuals and families throughout the District of Columbia. The programs empower participants to choose a home on the private market that best meets their needs, while DCHA ensures the unit is safe, decent and affordable. The HCVP department administers both locally funded programs – including the Local Rent Supplement Program (LRSP), and the federal HCV Program – also known as Section 8. All programs are administered in accordance with applicable U.S. Department of Housing and Urban Development (HUD) regulations and DC law. Through the various affordable housing support administered by HCVP, DCHA

empowers eligible applicants to choose any eligible housing unit in DC, including single-family homes, townhouses, and apartments.

6. **Office of Customer Engagement**

DCHA strives to provide friendly, responsive, accurate and supportive customer service to the families that we serve. The Office of Customer Engagement (OCE) leads DCHA's response to inquiries from affordable housing program applicants, participants, and landlords via multiple pathways, including the DCHA Call Center and three Customer Service Center locations. OCE offers one-on-one, hands-on support to callers and visitors – both walk-ins and appointments and oversees special initiatives that enrich the customer service experience for applicants, participants and landlords.

7. **Office of Residential Services**

The Office of Resident Services (ORS) is the primary link among DCHA, its public housing residents and resident leadership, and community partners. ORS supports public housing communities with event planning and coordination, facilitates connections between public housing residents and service providers, and amplifies messages from PMO and Development.

ORS also assists public housing residents and voucher families in achieving self-sufficiency by providing programs, opportunities, resources, impact events, and supportive services that empower and support participants to improve the overall quality of life and increase access to education, professional advancement and workforce development programs.

By prioritizing community engagement, DCHA aims to strengthen connections among our public housing residents and foster relationships between our public housing residents and DCHA staff. Reinforcing these bonds through people-center-ed programming helps to build trust within the community, improve communication with DCHA, and empower families.

8. **Capital Construction & Design**

Each year, DCHA invests in capital improvements to support the construction, renovation or rehabilitation of our public housing portfolio. Led by the Capital Construction and Design (CCD) office, projects included the replacement of major structural elements and/or mechanical equipment, retrofits to improve energy efficiency, and substantial unit renovations. Whether work took place in a unit, shared space or the building envelope, CCD performed lead remediation and other environmental abatement work.

By making these investments, DCHA is extending the life of the public housing property while adhering to local and federal building regulations. Capital improvements projects are those that cannot be addressed through routine maintenance and operating budgets.

9. **Office of Asset Management**

OAM oversees all assets in DCHA's portfolio, including monitoring compliance and ensuring strategic planning, financial sustainability, and long-term asset preservation.

10. **Information Technology Department**

Information Technology Department (ITD) leads the implementation, adoption and integration of technology solutions by all departments to enhance efficiency and data security; provides agency-wide tech and software support services; and leads the digital transformation of DCHA operations.

11. **Office of Public Affairs & Communication**

The Office of Public Affairs and Communication (OPAC) leads the development, implementation and oversight of internal communication initiatives and external communication strategies, including media relations management.

12. **Human Resources Department**

The Human Resources (HR) Department's main objectives are the recruitment and retention of qualified employees, improving staff competency, developing a customer-focused environment, and enhancing the quality of work life for employees.

13. **Office of Public Safety**

The Office of Public Safety (OPS) consists of the District of Columbia Housing Authority Police Department (DCHAPD), which was established in 1995. DCHAPD is a fully operational 24-hour police force that covers fixed security stations and conducts police patrols throughout the city's public housing developments. DCHAPD is staffed with sworn police officers who have concurrent jurisdiction with the DC Metropolitan Police Department (MPD) throughout the District of Columbia. DCHAPD also has special police officers, security officers and civilian personnel.

14. **Office of Audit and Compliance**

The Office of Audit and Compliance* (OAC) role is defined in the District of Columbia Municipal Regulations §6-207, as well an Audit Charter adopted by DCHA's Board of Commissioners. OAC focuses its efforts on three key functions: (1) Auditing, (2) Inspections Monitoring, and (3) Investigations. These broad functional areas encompass a wide range of activities included in OAC's charter including, but not limited to, assessing the strength of internal controls; investigating fraud, abuse and waste; conducting inspections and monitoring the quality of inspections across multiple program areas including lead-based paint testing and monitoring the use of tenant participation funds by Resident Councils. In addition, OAC receives and tracks external complaints related to alleged fraudulent activities, resulting investigations or audits that are conducted utilizing structured protocols that are defined in written Standard Operating Procedures.

a. Title of Position	b. Filled or Vacant	c. Date Employee began in the position	d. Filled to Comply with Federal or Local Law	e. If applicable, the federal or local law that requires the position be filled	f. Entity from which they are contracted	g. The contracted annual cost	Dept.
Procurement Specialist	Filled	11/3/2025	No	N/A	HireOne	$91,270.40	OAS
Procurement Analyst	Filled	9/25/2025	No	N/A	HireOne	$91,270.40	OAS
Purchasing Assistant	Filled	7/14/2025	No	N/A	HireOne	$76,440.00	OAS
HR Assistant	Filled	5/5/2025	No	N/A	HireOne	$88,670.40	HR
Marketing Designer	Filled	10/7/2025	No	N/A	HireOne	$97,344.00	OPAC
Customer Service Representative	Filled	8/25/2025	No	N/A	Protiviti	$68,640.00	HCVP
Customer ServiceRepresentative	Filled	9/2/2025	No	N/A	Protiviti	$72,800.00	HCVP
Customer ServiceRepresentative	Filled	7/23/2025	No	N/A	Protiviti	$72,800.00	HCVP
Customer Service Representative	Filled	2/20/2025	No	N/A	Protiviti	$72,800.00	HCVP
Customer ServiceRepresentative	Filled	2/13/2025	No	N/A	Protiviti	$72,800.00	HCVP
CustomerService Representative	Filled	4/7/2025	No	N/A	Protiviti	$72,800.00	HCVP
CustomerService Representative	Filled	2/20/2025	No	N/A	Protiviti	$72,800.00	HCVP
CustomerService Representative	Filled	1/13/2025	No	N/A	Protiviti	$70,720.00	HCVP
CustomerService Representative	Filled	6/16/2025	No	N/A	Protiviti	$72,800.00	HCVP
CustomerService Representative	Filled	2/20/2025	No	N/A	Protiviti	$72,800.00	HCVP
CustomerService Representative	Filled	2/24/2025	No	N/A	Protiviti	$72,800.00	HCVP
CustomerService Representative	Filled	10/7/2024	No	N/A	Protiviti	$69,680.00	HCVP
Attorney/Lawyer	Filled	9/25/2024	No	N/A	Protiviti	$259,688.00	OGC
Network Security Administrator	Filled	12/2/2024	No	N/A	Protiviti	$141,440.00	ITD
Project Manager/Sr.Consultant	Filled	6/7/2024	No	N/A	Protiviti	$253,760.00	ITD
Customer Service Representative	Filled	8/11/2025	No	N/A	Protiviti	$68,640.00	HCVP
Customer ServiceRepresentative	Filled	8/11/2025	No	N/A	Protiviti	$68,640.00	HCVP
Systems Administrator	Filled	8/25/2025	No	N/A	Protiviti	$216,216.00	ITD
Technical Writer	Filled	6/2/2025	No	N/A	Protiviti	$158,080.00	OPAC
Paralegal	Filled	11/24/2025	No	N/A	Protiviti	$118,560.00	OGC
Customer Service Representative	Filled	10/27/2025	No	N/A	Protiviti	$72,800.00	HCVP
Systems Analyst	Filled	11/20/2025	No	N/A	Protiviti	$214,240.00	ITD
Customer Service Representative	Filled	10/14/2025	No	N/A	Protiviti	$72,800.00	HCVP
Development Consultant	Filled	8/25/2025	No	N/A	Service Contract	$260,000.00	OED
OFM Advisor	Filled	11/10/2025	No	N/A	Service Contract	$335,400.00	OFM
Classifier	Filled	6/26/2025	No	N/A	Infojini	$101,088.00	HR

C O N T E N T S

PREAMBLE 1

ARTICLE 1
RECOGNITION 1
Section A—Status of DCHA 1
Section B—Recognition of Union 1
Section C—Definition of the Bargaining Unit. 2
Section D—Unit Clarification 2

ARTICLE 2
GOVERNING LAWS AND RULES 2
Section A—Agreement Governs 2
Section B—Other D.C. Rules 2
Section C—Higher Laws 2
Section D—Communication on Working Conditions . . 3
Section E—Consultation and Impact Bargaining 3
Section F—No Strike or Lockout 3

ARTICLE 3
EMPLOYEE RIGHTS 3
Section A—Rights Guaranteed 3
Section B—Employees' Right to Organize 5
Section C—Employee Protections. 5

ARTICLE 4
MANAGEMENT RIGHTS 6
Section A—Retention of Management Rights. 6
Section B—Union's Grievances of Alleged Violations of Management's Exercise of Rights 6

ARTICLE 5
DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES 6
Section A—Distribution of Agreement 6
Section B—Orientation of New Employees 7
Section C—Notice of Orientation—Schedule 7
Section D—Identification of Union in Employee Handbook 7

ARTICLE 6
NON-DISCRIMINATION 7
Section A—Discrimination Prohibited 7
Section B—Affirmative Action Plan 8

Section C—Distribution of Affirmative Action Plan and EEO Complaint Procedures 8
Section D—Nondiscrimination in Union Representation 9
Section E—Union and Management Advice on EEO Problems 9
Section F—Sexual Harassment 9
Section G—Prompt Reporting of Discrimination Complaints 10
Section H—EEO Complaints 10
Section I—Retaliation Prohibited 10
Section J—Americans with Disabilities Act 10

ARTICLE 7
UNION SECURITY AND UNION DUES DEDUCTIONS 12
Section A—Applicability 12
Section B—Deduction of Union Dues From Members Pay 12
Section C—Deduction of Service Fees From Non-Union Members Pay 12
Section D—Service Fee Equals Dues 12
Section E—Start of Dues Deduction 13
Section F—Stop Dues Deduction 13
Section G—Payment of Dues or Service Fees Not Condition of Employment 13
Section H—DCHA Indemnified 13

ARTICLE 8
UNION REPRESENTATION 13
Section A—Recognition of Union Representatives and Officials 13
Section B—Union Listing of Representatives and Officials 13
Section C—Representation by Union Stewards 13
Section D—Notice of Change in Assignments for Union Representatives 14
Section E—Permission to Transact Labor-Management Business 14
Section F—Notice to Supervisor of Visit by Union Representative 15
Section G—Labor-Management Activities on Official Time 15

Section H—Scheduling of Grievance Representations 15
Section I—DCHA's Approval of Union Meeting Attendance 15
Section J—Retaliation Prohibited 16

ARTICLE 9
GRIEVANCE PROCEDURE 16
Section A—Purpose of Grievance Procedure 16
Section B—Definition of Grievance 16
Section C—Presentation of Grievance. 16
Section D—Procedural Steps. 18
Section E—Arbitration 20
Section F—Scheduling Priorities. 22
Section G—Expedited Arbitration. 22
Section H—General Arbitration Rules 22
Section I—Back Pay Penalty 23

Article 10
DISCIPLINE 23
Section A—Applicability 23
Section B—Definitions 23
Section C—Principles of Discipline 24
Section D—Admonition and Discipline. 28
Section E—Emergency Procedures 30

ARTICLE 11
LABOR-MANAGEMENT COOPERATION 32
Section A—Labor-Management Committee Meetings . 32
Section B—Composition and Business of Committee . 32
Section C—Official Time for Union Attendance. 32
Section D—Attendance of Other Persons 33
Section E—Summary. 33

ARTICLE 12
EMPLOYEE LISTS AND INFORMATION 33
Section A—Information Provided by DCHA 33
Section B—Information Provided to Union 34
Section C—Position Descriptions 34
Section D—Decertification of Bargaining Unit Positions. 34
Section E—DCHA Administrative Updates 34
Section F—Reorganization/Realignment 34
Section G—Requests for Information 34

ARTICLE 13
FACILITIES AND SERVICES 35

ARTICLE 14
BULLETIN BOARDS 35

ARTICLE 15
SAFETY, HEALTH, AND COMFORT 35
Section A—Responsibilities 35
Section B—CPR Training/First Aid. 36
Section C—Restrooms, Shower Rooms, etc 36
Section D—Asbestos and/or Other Hazardous Substances—Notification and Removal. 36
Section E—Safety, Safety Equipment and Procedures 37
Section F—Weather Conditions 38
Section G—Maintenance of Vehicles 39
Section H—Reporting Unsafe Conditions. 39
Section I—Safety Committee and Safety Inspections . . 39
Section J—Accident and Injury Reports 40
Section K—Employee Lunchroom 40
Section L—Fitness for Duty 40

ARTICLE 16
REASSIGNMENTS 40
Section A—Notice of Reassignments 40
Section B—Punishment or Retaliation in Reassignment Prohibited 41
Section C—Reassignment of Union Officials 41
Section D—Employee Requests for Reassignments . . . 41

ARTICLE 17
UNIFORMS 41
Section A—Uniforms and Protective Clothing 41

ARTICLE 18
TOOLS 43
Section A—Issuance and Replacement of Tools 43
Section B—Maintenance of Tools 43

ARTICLE 19
HOURS OF WORK 43
Section A—Work Hours 43
Section B—Notification of Change of Tour of Duty . . 43
Section C—Changes Under Sections A & B 44

Section D—Staff Meetings 44
Section E—Alternative Work Schedules 44

ARTICLE 20
USE OF PRIVATE VEHICLES 44
Section A—DCHA Provision of Transportation 44
Section B—Use of Private Vehicle 44
Section C—Inoperable Vehicles 44
Section D—Transportation Expenses 45

ARTICLE 21
EMPLOYEE ASSISTANCE PROGRAM 45
Section A—Employee Assistance Program 45
Section B—Eligible Participants 45
Section C—Types of EAP Referrals 46
Section D—Disciplinary Actions and EAP 46
Section E—Use of Leave 47
Section F—Counsel by the Union 47
Section G—Confidentiality 47
Section H—Training and Education Awareness Program 47

ARTICLE 22
TENURE 48
Section A—Probationary and Evaluation Period 48
Section B—Career Employees Right to Apply For Vacant Positions 48
Section C—Conversion of Term and Temporary Employees 48

ARTICLE 23
TRAINING, CAREER DEVELOPMENT AND UPWARD MOBILITY 48
Section A—Employee Development and Affirmative Action 48
Section B—Career Development Plans 49
Section C—Training and Educational Opportunities . . 49
Section D—Labor Management Committee Responsibility 49

ARTICLE 24
PERFORMANCE EVALUATIONS 50
Section A—Performance Rating Plan 50
Section B—Notification of Duties and Responsibilities 50

Section C—Fair and Objective Evaluations. 50
Section D—Employee Discussion with Supervisor . . . 51

ARTICLE 25
PERSONNEL FILES 51
Section A—Official Personnel File 51
Section B—Employee Examination of OPF 51
Section C—Union Representative's Review of OPF. . . 51
Section D—Confidential Information 51
Section E—Access Card 51
Section F—Additions and Deletions 52
Section G—Notice of Changes 52

ARTICLE 26
DETAILS AND TEMPORARY PROMOTIONS 52
Section A—Details. 52
Section B—Temporary Promotions. 53

ARTICLE 27
POSITION MANAGEMENT AND
CLASSIFICATION 53
Section A—Written Position Description 53
Section B—Position Description Provided
Upon Assignment. 53
Section C—Updated Position Descriptions. 53
Section D—Other Related Duties 54
Section E—Equal Pay for Equal Work 54
Section F—Access to Classification Information 54

ARTICLE 28
MERIT STAFFING 54
Section A—Purpose. 54
Section B—Merit Staffing Plan 55
Section C—Posting Vacancies. 55
Section D—Executive Director's Approval 55
Section E—Hire From Within 55
Section F—Updating Personnel Information. 55
Section G—Verification. 56
Section H—Interviews. 56

ARTICLE 29
CONTRACTING OUT 56
Section A—General 56
Section B—Information, Consideration of
Union Views. 56

Section C—Union Recommendations 57

ARTICLE 30
BENEFITS 57
Section A—Benefits Committee 57
Section B—Life Insurance. 58
Section C—Health Insurance. 59
Section D—Optical and Dental 60
Section E—Pre-Tax Benefits 61
Section F—Retirement. 62
Section G—Metro Pass Subsidy 63

ARTICLE 31
REDUCTIONS IN FORCE 63
Section A—General 63
Section B—Notice 64
Section C—Procedures 64

ARTICLE 32
REORGANIZATION/REALIGNMENT 64
Section A—Notice to the Union 64
Section B—Negotiation Over Impact and Effect. 65

ARTICLE 33
LEAVE ADMINISTRATION 65
Section A—General 65
Section B—Notice to the Union Prior To Placement On Leave Restriction Or Issuance Of Discipline 65
Section C—Call In For Emergency or Illness 66
Section D—Annual Leave 66
Section E—Sick Leave 69
Section F—Return to Duty 70
Section G—Court Leave 70
Section H—Leave of Absence 71
Section I—Bereavement Leave 71
Section J—Maternity Leave. 71
Section K—Parental Leave 71
Section L—Leave to Donate Blood 72
Section M—Military Leave 72
Section N—Leave To Conduct Union Business 72
Section O—Other Paid Leave 73
Section P—Education Leave 73
Section Q—Professional and Administrative Leave . . . 74

Section R—Holidays 74

ARTICLE 34
PERSONAL LEAVE INCENTIVE PROGRAM 74
Section A—General 74
Section B—Eligibility 75
Section C—Part-time Employees 75

ARTICLE 35
ANNUAL LEAVE BUY-OUT 75
Section A—Lump Sum Payment 75
Section B—Computation 76

ARTICLE 36
ADMINISTRATIVE CLOSING AND
COMMON EMERGENCY 76
Section A—Designation and Notification 76
Section B—Exception to Advance Designation of
Essential Status 76
Section C—Definitions 77
Section D—Compensation. 78

ARTICLE 37
WAGES 79
Section A—Fiscal Year 2008 79
Section B—PIC Compensation 79
Section C—Bonus 80
Section D—PIC Savings Clause 80
Section E—Wage Re-opener 81

ARTICLE 38
ON CALL PAY 81
Section A—General 81

ARTICLE 39
CALL-BACK\CALL-IN OVERTIME 81
Section A—Call Back 81
Section B—Call In. 82
Section C—Compensation. 82

ARTICLE 40
OVERTIME/COMPENSATORY TIME 82
Section A—Calculation of Overtime 82
Section B—Distribution of Overtime, Advanced Notice 83
Section C—Notice of Mandatory Overtime 83
Section D—Overtime Records. 84

Section E—Reimbursement for Documented and Approved Compensatory Time 84
Section F—Compensatory Time Bank 84

ARTICLE 41
NIGHT DIFFERENTIAL/SUNDAY PREMIUM/HOLIDAY 84
Section A—Night Differentials 84
Section B—Sunday Premium 84
Section C—Holiday Pay 85

ARTICLE 42
ENVIRONMENTAL DIFFERENTIAL 85
Section A—Objective 85
Section B—Policy and Schedule of Differentials 85
Section C—Employee Request 85
Section D—New Hazards 86
Section E—Differential Amount 86

ARTICLE 43
DEPENDENT CARE ACCOUNTS 86

ARTICLE 44
SAVINGS CLAUSE 86

ARTICLE 45
DURATION AND FINALITY OF AGREEMENT . . . 87
Section A—Duration 87
Section B—Emergencies 87
Section C—Renewal 87
Section D—Terms And Conditions Not Covered 87

APPENDIX A:
TABLE OF APPROPRIATE PENALTIES 89

APPENDIX B:
REDUCTION-IN-FORCE PROCEDURES 104

PART I
REDUCTIONS-IN-FORCE 104
Section A—Definitions 104
Section B—Employees and Actions Covered 105
Section C—Procedures for Conducting a Reduction in Force 106
Section D—Determining Retention Standing 106
Section E—Competitive Area 107

Section F—Competitive Levels 107
Section G—Retention Register 109
Section H—Retention Standing/ Tenure Groups 110
Section I—Non-competing Employees 111
Section J—Retention Standing: Length of Service 112
Section K—Retention Standing/Performance Rating . . 112
Section L—Retention Standing/Veterans Preference . . 113
Section M—Retention Standing Residency Preference 114
Section N—Effective Date of Retention Standing. 114
Section O—Release from Competitive Level 115
Section P—Mandatory Exceptions 115
Section Q—Notice To Employees 116
Section R—Records. 117
Section S—Appeals 118

PART II
DCHA REEMPLOYMENT PRIORITY PROGRAM 118
Section A—Reemployment Priority List. 118
Section B—Appointment from DCHA Reemployment Priority List. 119

PART III
SEVERANCE PAY 120
Section A—Eligibility 120
Section B—Computing Creditable Service 121
Section C—Computation of Severance Pay 122
Section D—Payment of Severance Pay 123

APPENDIX C:
ENVIRONMENTAL PAY DIFFERENTIAL APPLICABLE TO DCHA EMPLOYEES 125
Section A—Policy 125
Section B—Definition 125
Section C—Schedule of Environmental Pay Differentials 126
Section D—Responsibility. 126
Section E—Procedures 127
Section F—Reporting Hazards 127
Section G—Category of Exposure. 128

MEMORANDUM OF UNDERSTANDING REGARDING A LEAVE BANK COMMITTEE 132

MEMORANDUM OF UNDERSTANDING REGARDING AN ALTERNATIVE WORK SCHEDULE COMMITTEE 133

MEMORANDUM OF UNDERSTANDING REGARDING INCREASES IN THE EMPLOYER'S CONTRIBUTION TO OPTICAL, DENTAL AND LEGAL PLANS 134

MEMORANDUM OF UNDERSTANDING REGARDING PRINTING OF THE OCTOBER 1, 2007 THROUGH SEPTEMBER 31, 2010 COLLECTIVE BARGAINING AGREEMENT 135

MEMORANDUM OF UNDERSTANDING REGARDING A CAREER LADDER FOR MAINTENANCE MECHANICS AND HOUSING MANAGEMENT ASSISTANTS 136

MEMORANDUM OF UNDERSTANDING REGARDING PROMOTION OF LABORERS, LABOR LEADERS, MAINTENANCE WORKERS, MAINTENANCE HELPERS AND EMPLOYEES WHO OCCUPY POSITIONS IN THE "TRADES" CATEGORY 138

PREAMBLE

The parties to this Agreement are the District of Columbia Housing Authority (hereinafter referred to as "DCHA") and Local 2725 of the American Federation of Government Employees, (hereinafter referred to as the "Union," and collectively known as the "Parties"). The purpose of this Agreement is:

1. To promote fair and reasonable working conditions;
2. To promote harmonious relations between the parties;
3. To establish an equitable and orderly procedure for the resolution of differences;
4. To protect the rights and interest of the employees, the Union and DCHA; and
5. To promote the efficient operations of DCHA.

Each party confirms, without reservation, the contents of this Agreement, notwithstanding changes in the law permitting the parties to alter or disregard its terms. Now therefore, in consideration of the mutual covenants and promises contained herein the DCHA and the Union do hereby agree as follows.

ARTICLE 1

RECOGNITION

Section A—Status of DCHA

The DCHA is an independent authority of the District government and a corporate body which has a legal existence separate from the District Government, pursuant to the District of Columbia Housing Authority Act of 1999.

Section B—Recognition of Union

The DCHA recognizes Local 2725 of the American Federation of Government Employees, AFL-CIO, as the sole and exclusive representative for all employees in the bargaining unit as described in Section C of this Article.

The Union, as the exclusive representative of all employees in the unit, has the right to act for and negotiate agreements covering all employees in the bargaining unit and is responsible for representing the interests of all such employees without discrimination and without regard to membership in the Union.

Section C—Definition of the Bargaining Unit

The employees in the bargaining unit represented by the American Federation of Government Employees, Local 2725 at DCHA are the following:

All employees of DCHA, excluding public safety personnel, the security force, management officials, confidential employees, supervisors (including housing managers), and any employee engaged in personnel or labor-management relations work in other than a purely clerical capacity.

Section D—Unit Clarification

When a position(s) changes or a new position(s) is established and the parties differ as to whether the position(s) is inside or outside the bargaining unit, either party may file a unit clarification petition with the D.C. Public Employee Relations Board (PERB).

ARTICLE 2

GOVERNING LAWS AND RULES

Section A—Agreement Governs

This Agreement exclusively shall govern the labor relations between the DCHA and its bargaining unit employees. In the event that any DCHA or District of Columbia Government-wide rules, regulations, issuances, or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail.

Section B—Other D.C. Rules

It is understood that District of Columbia Government-wide personnel rules and regulations, including the rules promulgated in the District Personnel Manual system, shall not be applicable to bargaining unit employees. However, it is understood that District of Columbia Government-wide laws, rules and regulations, not inconsistent with this Agreement, that apply to the DCHA (e.g., D.C. Human Rights Law, Disability Compensation Law), but are not specifically incorporated herein, are nevertheless applicable to bargaining unit employees.

Section C—Higher Laws

If, during the life of this Agreement, a law from a higher authority invalidates or requires an amendment to any part of

this Agreement the parties shall meet promptly upon request of either party to negotiate the change.

Section D—Communications on Working Conditions

The DCHA shall communicate, consult, and negotiate with only the Union on matters related to working conditions affecting bargaining unit employees. However, in accordance with the provisions of Article 9, Grievance Procedure, DCHA may communicate with a grievant and/or authorized non-union representative in order to resolve a grievance related to the working conditions of the grievant.

Section E—Consultation and Impact Bargaining

Except in emergency situations, the DCHA shall consult with the Union prior to changing DCHA rules, regulations, and policies which affect the working conditions of bargaining unit employees. When the change directly impacts on the conditions of employment of bargaining unit employees, such impact shall be a proper subject of negotiation.

Section F—No Strike or Lockout

1. The Union recognizes that it is unlawful to participate in, authorize, or ratify a strike.
2. The term strike as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slowdown, including any "sickouts."
3. No lockout of employees shall be instituted by the DCHA during the term of this Agreement, except that the DCHA, in a strike situation, retains the right to close down any facility and provide for the safety of employees, equipment, or the public.

ARTICLE 3

EMPLOYEE RIGHTS

Section A—Rights Guaranteed

All bargaining unit employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules and regulations, as they apply to the DCHA. Bargaining unit employees shall be guaranteed the following rights:

1. The right to freely express their opinions on all public issues, including those related to the duties they are assigned to perform: provided, however, that the DCHA may promulgate reasonable rules and regulations requiring that such opinions be clearly disassociated from the DCHA' s policy.

2. The right to disclose information unlawfully suppressed, information concerning illegal or unethical conduct which threatens or which is likely to threaten public health and safety or which involves the unlawful appropriation of public funds, and information which would tend to impeach the testimony of persons appearing before District of Columbia or Congressional committees or the responses of such employees to inquiries from authorized District of Columbia or Federal government officials making such inquiries concerning the implementation of programs, information which would involve the expenditure of public funds, and the protection of the constitutional rights of citizens and the rights of employees under laws, rules and regulations for the protection of the rights of employees: provided, however, that nothing in this Agreement shall be construed to permit the disclosure of the contents of personnel files, personal medical reports, or any other information in such a manner as to invade the individual privacy of an employee or citizen of the United States.

3. The right to communicate freely and openly with members of the District of Columbia City Council and to respond fully and with candor to inquiries from committees of the Council, and from members of the Council: provided, however, that nothing in this section shall be construed to permit the invasion of the individual privacy of another employee or any citizen of the United States.

4. The right to assemble in public places for the free discussion of matters of interest to themselves and to the public and the right to notify, on their own time, fellow employees and the public of such meetings.

5. The right to humane, dignified, and reasonable conditions of employment, which allow for personal growth and

self-fulfillment, and for the unhindered discharge of job responsibilities.

6. The right to individual privacy: provided, however, that nothing in this section shall limit in any manner an employee's access to his or her own personnel file, medical report file, or any other file or document concerning his or her status or performance within the DCHA.

7. Bargaining unit employees shall be protected against penalty or reprisal for reporting an unsafe or unhealthful working condition or practice, or assisting in the investigation of such condition or practice.

Section B—Employees' Rights to Organize

1. The DCHA and the Union agree that bargaining unit employees have the right to join, organize, or affiliate with, or to refrain from joining, organizing, or affiliating with the Union. This right extends to participating in the management of the Union, or acting as a representative of the Union, including representation of its views to the Executive Branch, Council or other appropriate governmental authority.

2. Bargaining unit employees shall be free from interference, restraint, coercion and discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and labor-management cooperation.

Section C—Employee Protections

1. Nothing in this Agreement is intended to waive the legal rights of any bargaining unit employees unless clearly and unequivocally expressed herein.

2. Instructions and guidances shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public.

3. The DCHA shall not retaliate against any employee for the exercise of his/her rights under this Agreement or any applicable laws, rules or regulations.

ARTICLE 4

MANAGEMENT RIGHTS

Section A—Retention of Management Rights

The DCHA shall retain the sole right, in accordance with applicable laws, rules and regulations:

1. To direct employees of the DCHA.
2. To hire, promote, transfer, assign, and retain employees in positions within the DCHA and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees of duties because of lack of work or other legitimate reasons;
4. To maintain the efficiency of the operations entrusted to DCHA;
5. To determine the mission of the DCHA, its budget, its organization, the number of employees and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices; and
6. To take whatsoever actions may be necessary to carry out the mission of the DCHA in emergency situations.

Section B—Union's Grievances of Alleged Violations of Management's Exercise of Rights

Notwithstanding Section A above, the Union may grieve, if in exercising management's rights, the DCHA allegedly violates any provisions of this Agreement or any District of Columbia Government-wide laws, rules or regulations applicable to the DCHA, which are grievable under this Agreement.

ARTICLE 5

DISTRIBUTION OF AGREEMENT AND ORIENTATION OF EMPLOYEES

Section A—Distribution of Agreement

The DCHA shall print and distribute a copy of this Agreement to each individual in the bargaining unit within ninety

(90) days of the effective date of this Agreement. The costs associated with the reproduction of this Agreement shall be borne by the DCHA.

Section B—Orientation of New Employees

When the DCHA conducts orientation sessions for new employees, thirty (30) minutes shall be allocated to the Union to make a presentation and distribute the Union's membership packet. The DCHA shall provide each new employee with a copy of this Agreement and other relevant information.

Section C—Notice of Orientation–Schedule

The DCHA shall provide the Union with reasonable written advance notice of the date, time and place of each orientation session.

Section D—Identification of Union in Employee Handbook

The DCHA shall include in any employee handbook it shall publish, the following statement:

> Many employees of DCHA are represented by Local 2725 of the American Federation of Government Employees, AFL-CIO, which is the exclusive bargaining agent and representative. The Union is available to help and represent employees on any employment related matter. The Union office is located at 1133 North Capitol Street, N.E., Room G-2, and the telephone number is (202) 842-4540.

In the event the DCHA does not publish a new employee handbook for the duration of this Agreement, the above paragraph shall be printed and inserted in each existing employee handbook. In addition, the DCHA shall list the Union in each publication of its telephone directory.

ARTICLE 6

NON-DISCRIMINATION

Section A—Discrimination Prohibited

The DCHA and the Union agree not to discriminate for or against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of

race, color, religion, sex (including sexual harassment), national origin, age, physical handicap, marital status, political affiliation or other criteria prohibited by law. The DCHA recognizes its responsibility to promote and ensure equal employment for all persons on the basis of merit without discrimination based on race, religion, color, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, or political affiliation and to promote the full realization of Equal Employment Opportunity (“EEO”) through positive programs of affirmative action at every management level within the DCHA.

DCHA and the Union recognize that DCHA and all its employees must not discriminate in their interactions with DCHA’s residents, participants, program applicants or other persons doing business with DCHA.

Section B—Affirmative Action Plan

In the development and implementation of its Affirmative Action Plan, and in accordance with applicable District of Columbia and Federal laws and regulations, the DCHA agrees to consider the following:

1. Procedures to allow for the redesigning of jobs to reflect the needs of the DCHA and the skills of bargaining unit employees;

2. Reasonable accommodations to the religious needs of bargaining unit employees; and

3. To ensure that any alleged discriminatory personnel management policies, procedures, or practices shall be handled in accordance with EEO procedures and statutes.

Section C—Distribution of Affirmative Action Plan and EEO Complaints Procedures

The DCHA agrees to provide the Union with a copy of the DCHA’s Affirmative Action Plan and furnish each employee with a copy. The EEO complaint regulations and procedures will be published, posted and distributed to each employee as well as included in the Affirmative Action Plan. The parties agree that EEO complaints shall be processed in accordance with District law, rules and regulations. This does not preclude the non-EEO aspects of mixed grievances (where clear distinction can be made

and where such complaints are within the scope of the grievance procedure as defined within this Agreement) from going through the negotiated procedure.

Section D—Nondiscrimination in Union Representation

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

Section E—Union and Management Advice on EEO Problems

Through the procedures established for labor-management cooperation, each party shall advise the other of EEO problems of which they are aware or become aware. The DCHA shall ensure that problems brought to its attention under this Article shall be promptly remedied.

Section F—Sexual Harassment

Sexual harassment is a form of sex discrimination, and is an unlawful employment practice under Title VII of the Civil Rights Act 1964, as amended. The DCHA and the Union recognize that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship and adversely affects employee opportunities. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment is defined in EEO rules governing complaints of discrimination in the District of Columbia Government (4 DCMR 199.1 (1995)):

"Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when;

(1) submission to such conduct is made either explicitly or implicitly a term or condition of employment;

(2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or

(3) such conduct has the purpose of or effect of unreasonably interfering with an employee's work performance or, creating an intimidating, hostile or offensive working environment. Sexual harassment may include, but is not limited to,

(a) verbal harassment or abuse,

(b) subtle pressure for sexual activity,

(c) patting or pinching,

(d) brushing against another employee's body, and

(e) demands for sexual favors.

Section G—Prompt Reporting of Discrimination Complaints

DCHA encourages prompt reporting of complaints of discrimination prohibited under this Article. All information regarding a complaint is confidential.

Section H—EEO Complaints

The Executive Director or his designee shall be the deciding official in the sexual harassment complaint process. The Executive Director or his designee shall investigate all formal complaints of sexual harassment. Employees who experience sexual harassment should immediately notify their immediate supervisor. Employees who are not comfortable reporting incidents of sexual harassment to the immediate supervisor may notify the Director of Human Resources or his/her designee. All verbal reports of sexual harassment discrimination must be reduced to writing by either the complainant or the individual(s) designated to receive complaints, and be signed by the complainant. The complainant may file a complaint with the DCHA or the D.C. Office of Human Rights and/or the United States Equal Employment Opportunity Commission.

Section I—Retaliation Prohibited

No complainant will be harassed, discharged, or retaliated against for filing a discrimination complaint.

Section J—Americans With Disabilities Act

1. Reasonable Accommodation Request

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504) shall apply to all employees covered by this Agreement.

Reasonable accommodations requested by the employee under the ADA and Section 504 shall be in writing. Human Resources shall provide assistance to any employee who needs help

in writing his/her request. The request should state the nature of the disability, the limitations imposed by the employee's disability, how those limitations could be overcome with a reasonable accommodation, and the accommodation sought. All requests shall be signed by the employee, and shall be forwarded to his/her supervisor and the Human Resources Director. The DCHA shall process such requests in a prompt manner.

DCHA examines the employee's job and determines its purpose and essential functions. The employee shall be consulted to determine his/her physical or mental abilities and limitations as they relate to the job's essential functions. If, after reviewing the employee's request, the Human Resources Director or designee cannot make a determination of whether the employee is a qualified individual with a disability, he/she shall request further medical information and/or a medical examination of the employee. Such request shall be limited to whether the employee is disabled under the ADA and can perform the essential functions of the position with reasonable accommodation.

2. Reasonable Accommodation

Once it has been determined that the employee is disabled under the ADA or Section 504, DCHA shall evaluate the accommodation proposed by the employee and, if reasonable, make the accommodation. If not acceptable, DCHA may offer an alternative that is comparable unless it is decided that the disability cannot be reasonably accommodated.

3. Status During Review

While the employee is waiting for DCHA's decision on his/her request for a reasonable accommodation, he/she shall continue to work, if possible. If the employee is unable to continue to work in his/her current position, he/she shall be placed on sick or annual leave or granted leave without pay.

4. Legal Rights

Nothing in this Article supersedes or waives any legal rights of an employee under the ADA.

Any employee who believes that he/she has been discriminated against on the basis of a disability may file an appropriate charge with DCHA's EEO Officer, the D.C. Human Rights Commission or the Equal Employment Opportunity Commission (EEOC). Such issues of discrimination are not subject to the grievance process.

ARTICLE 7

UNION SECURITY AND UNION DUES DEDUCTIONS

Section A—Applicability

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership. Employees covered by this Agreement have the right to join or refrain from joining the Union.

Section B—Deduction of Union Dues From Members Pay

The DCHA agrees to deduct Union dues from each bargaining unit employee's bi-weekly pay upon authorization on designated authorization forms. Union dues withholding authorization may be canceled upon written notification to the Union and the DCHA thirty (30) days prior to each annual anniversary of the effective date of this Agreement, regardless of the provisions of the authorization form. When Union dues are canceled, the DCHA shall withhold a service fee in accordance with Section C of this Article.

Section C—Deduction of Service Fees From Non-Union Members Pay

Because the Union is responsible for representing the interests of all bargaining unit employees, without discrimination and without regard to Union membership, (except as provided in Section E below), the DCHA agrees to deduct a service fee from the bi-weekly pay of each bargaining unit employee who does not join the Union without a written authorization. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents ($0.05) per deduction per pay period. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall continue to be implemented in accordance with procedures established by the DCHA and this Article. Employees who enter the bargaining unit shall have the service fee or Union dues withheld by the DCHA within two (2) pay periods of his/her date of entry on duty or authorization.

Section D—Service Fee Equals Dues

The service fee applicable to non-union members shall be equal to the bi-weekly union membership dues that are attributable to representation.

Section E—Start of Dues Deduction

Within two (2) pay periods following the submission of an employee's application for membership and dues check-off, the DCHA shall start deducting Union dues from the employee.

Section F—Stop Dues Deduction

Within two (2) pay periods following the effective date of an employee's separation from the bargaining unit, the DCHA shall stop deducting Union dues or service fees from the affected employee.

Section G—Payment of Dues or Service Fees Not Condition of Employment

Payment of dues or service fees shall not be a condition of employment

Section H—DCHA Indemnified

The DCHA shall be indemnified or otherwise held harmless for any good faith errors or omissions in carrying out the provisions of this Article.

ARTICLE 8

UNION REPRESENTATION

Section A—Recognition of Union Representatives and Officials

DCHA shall recognize up to, but not exceeding, twenty-five (25) Union officers and stewards. DCHA shall also recognize appropriate Union officials and non-employee Union officials as authorized representatives of the Union.

Section B—Union Listing of Representatives and Officials

The Union will furnish the DCHA a written list of officials, stewards, and authorized employee representatives and submit changes as they occur. Recognition will be given to those representatives whose names have been submitted to the DCHA.

Section C—Representation by Union Stewards

Union stewards are authorized to perform and discharge the duties and responsibilities of their position as they relate to representing the bargaining unit employees. Requests by stewards

to meet with bargaining unit employees or requests of bargaining unit employees to meet with stewards shall not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited, and the general nature of the Union business to be conducted.

Section D—Notice of Change in Assignments for Union Representatives

The DCHA shall make every reasonable effort to notify the Union no later than five (5) work days prior to placing Union representatives on special assignments and/or details or making shift changes. In the case of reassignments or transfers, the requirements of Article 16 shall apply. In no case shall such action be taken as a means of punishment or retaliation.

Section E—Permission to Transact Labor-Management Business

1. A Union representative, when leaving work to transact permissible labor-management business during work hours, the representative shall first request permission from higher immediate supervisor. The Union and bargaining unit employees recognize that workload and scheduling considerations will not always allow for the immediate release of employees from their assignments. However, the DCHA agrees that such permission for release shall not be unreasonably delayed.
2. A union representative's request for time to perform official union duties for up to four (4) hours shall be granted immediately, if possible. If the request cannot be granted immediately due to work load and or scheduling conditions, the employee shall be released within twenty-four (24) hours of the request.
3. If the request is for more than four (4) hours, the employee shall be released immediately if possible. If the request cannot be granted immediately, the supervisor shall promptly advise the employee when the request shall be granted; however, the union representative shall be released within two (2) workdays.
4. When the request for release to perform official duties cannot be granted immediately, the union representative shall be allowed to contact the appropriate person or the union

office in order to provide information regarding when the request shall be granted.

Section F—Notice to Supervisor of Visit by Union Representative

Upon entering a work area other than his/her own the Union representative shall advise the appropriate supervisor of his/her presence and the name of the employee he/she desires to visit. In the event the Union representative wishes to visit a work area, but not to meet with a bargaining unit employee, he/she must notify the appropriate supervisor upon arrival.

Section G—Labor-Management Activities on Official Time

Union representatives who are unit employees shall be permitted official time to engage in the following labor-management activities:

1. Assist employees in the preparation and/or presentation of grievances, complaints or appeals;
2. Advise employees on rights and privileges under this Agreement and applicable laws rules and regulations.
3. Arrange for witnesses and obtain other information or assistance relative to a grievance or appeal;
4. Consult with DCHA officials to provide mutual cooperation; and
5. Conduct and/or participate in other legitimate labor-management business.

Section H—Scheduling of Grievance Representations

The Union agrees that grievances should preferably be investigated, received, processed and presented during the first and last hour of the grievant's scheduled tour of duty unless otherwise authorized. The DCHA recognizes that this is not always practicable and will not prevent Union representatives from representing employees at other times consistent with the provisions of this Agreement.

Section I—DCHA's Approval of Union Meeting Attendance

The DCHA reserves the right to grant permission for attendance at Union meetings during work hours when such

assemblage is in the interest of DCHA, provided that release of employees will not unduly interrupt the work force in the judgment of the DCHA.

Section J—Retaliation Prohibited

The DCHA shall not punish or retaliate against employees for performing permissible labor-management business.

ARTICLE 9

GRIEVANCE PROCEDURE

Section A—Purpose of Grievance Procedure

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. Therefore, the DCHA and the Union retain the right to settle any grievance in the enforcement of this Agreement. The DCHA shall ensure that all settlements reached with respect to grievance resolutions and other matters regarding the enforcement of this Agreement shall be implemented.

Section B—Definition of Grievance

A grievance is a complaint by a party or parties that:

1. There has been a violation, misapplication, or misinterpretation of this Agreement;
2. That there has been a violation or misapplication of the appropriate term(s) and condition(s) of this Agreement, or
3. There has been a violation or misapplication of any law, rule or regulation which affects the term(s) or condition(s) of employment under this Agreement.

Section C—Presentation of Grievance

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level.

1. Grievance Categories:

A. *Personal:*

(1) A grievance of a personal nature requires the signature of the aggrieved employee at Step 2 even if the grievant is represented by the Union. If an individual

grievant proceeds without Union representation, the Union shall be given the opportunity, pursuant to advance notification by DCHA, to be present, and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties or of any adjustment, decision or response made by the DCHA must be sent to the Union within ten (10) days.

(2) Grievances filed in response to disciplinary suspension(s) or removal(s) shall be appealed directly to Step 3 within twenty (20) workdays of the effective date of the action. Grievances filed under this provision shall contain all information required in Section D 2 a (1) through (5) of this Article.

B. *Class:* A grievance involving all the employees in the bargaining unit must be filed and signed by the Union President, directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all of the information specified in Section D 2 a (1) (2) (3) and (5) of this Agreement. The Executive Director or his designee shall respond in writing within twenty (20) working days of its receipt.

C. *Group:* When a grievance involves a group of bargaining unit employees within the DCHA, the grievance may be filed by:

(1) The group of employees at the appropriate step of the grievance procedure where resolution is possible. The grievance shall bear the signature of the affected employees; or by

(2) The Union, on behalf of the employees at the step where resolution of the grievance is possible. The Union shall describe and identify the group on whose behalf it is filing the grievance.

A grievance filed by a group of employees or by the Union on behalf of a group of employees shall contain all of the information specified in Section D 2 a (1) through (5) of this Article, except that a grievance filed by the Union shall bear the signature of the president or the president's designee instead

of the signature of the affected employees. Any final decision or settlement of a group grievance shall be binding only on the group as identified therein.

In the event the group is not represented by the Union, the Union must be given the opportunity, pursuant to advance notification, to be present and offer its view at any meeting held to adjust the grievance. A copy of any settlement agreement reached between the parties or of any adjustment, decision or response made by the DCHA must be sent to the Union within ten (10) days.

Section D—Procedural Steps

1. (Step 1).
   a. Except for grievances filed in response to disciplinary actions, which are appealed in accordance with Section C 1 A (2) of this Article, the Union with or without the aggrieved employee, shall discuss the grievance with the employee's immediate or acting supervisor within twenty (20) workdays of the event giving rise to the grievance, or within twenty (20) work days of the employee's or Union's knowledge of such event. A step 1 grievance may be initiated in writing or orally.
   b. The supervisor shall make a Decision on the grievance and reply to the employee and his/her representative within ten (10) workdays after the Step 1 discussion of the grievance.
2. (Step 2).
   a. If the grievance is not settled, the Union with or without the employee, shall submit a signed, written grievance to the appropriate management official within ten (10) workdays following the supervisor's Step 1 response. The appropriate management official shall be at an administrative level that reports directly to the Executive Director (i.e. Deputy Executive Director or Department Director).

   The grievance at this and subsequent steps shall, contain:

   (1) Description of the nature of the grievance;

   (2) The date(s) on which the alleged violation occurred;

(3) A statement of the remedy or adjustment sought;

(4) Authorization by the employee if Union representation is desired, except as specified in Section C 1 B of this Article; and/or Article 10 Section E 2 (c).

(5) The signature of the aggrieved employee and the Union representative, if applicable, according to the category of the grievance.

b. If the grievance does not contain the required information, the grievant and his/her representative shall receive written notice of each deficiency and such deficiencies must be corrected within five (5) workdays.

c. The Step 2 management official shall submit a signed, written grievance response to the employee and to his/her Union representative within ten (10) workdays of its receipt. If the aggrieved employee is not represented by the Union, the Step 2 management official must send a copy of the Step 2 response to the Union within ten (10) workdays of receipt of the Step 2 grievance.

3. (Step 3).

a. If the grievance remains unsettled the Union, with or without the employee, shall submit it to the Executive Director within ten (10) work days following receipt of the Step 2 response.

b. Within fifteen(15) work days following receipt of the Step 3 grievance, the Executive Director or his/her designee shall meet with the aggrieved employee's representative to attempt to resolve the grievance.

c. The Executive Director shall respond in writing to the employee and his/her representative within seven (7) workdays following the Step 3 meeting. If the employee is not being represented by the Union, the Executive Director must send a copy of the Step 3 response to the Union within ten (10) workdays of the Step 3 meeting.

4. (Step 4).

a. The Union may appeal an unresolved grievance to Arbitration after receipt of an unsatisfactory Step 3 Decision.

b. The Union shall provide the Executive Director with written notice of its intent to arbitrate a grievance within twenty (20) workdays of receipt of the unsatisfactory Step 3 response.

c. Only the Union can advance a grievance to arbitration except in the instance of disciplinary actions as described in Article 10, Section C. (e) 7.

Section E—Arbitration

1. *Selection of an Arbitrator:* Within seven (7) work days from the DCHA's receipt of the arbitration request, the moving party shall solicit a panel of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the FMCS or AAA panel, the parties shall select a mutually agreeable arbitrator. If the list does not contain a mutually agreeable arbitrator, then each party shall alternatively strike names from the panel until one (1) remains.

   If, before the selection process begins, either party maintains that the panel of arbitrators is unacceptable, a request for a new panel from the FMCS or AAA shall be made. Subsequent requests can be made until the parties receive an acceptable panel.

   If either party refuses to participate in the selection of an arbitrator, FMCS or AAA have the authority to appoint one, upon the request of the opposing party.

2. *Hearing Site:* The DCHA shall provide the hearing site, which must be agreeable to both parties. If any additional costs are involved, they shall be borne equally by the parties.

3. *One Grievance:* The arbitrator shall hear and decide only one (1) grievance in each case unless the parties mutually agree to consolidate grievances or in the case of expedited grievances.

4. *Informality:* The arbitration hearing shall be informal and the rules of evidence shall not strictly-apply.

5. *Hearing Closed:* The hearing shall not be open to the public or persons not immediately involved.

6. *Sequester:* Witnesses shall be sequestered at the request of either party.

7. *Record:* Either party has the right to record the hearing and to have a verbatim stenographic record made at his/her own expense. The expense may be shared upon mutual agreement.

8. *Statement of Issues:* The parties shall attempt to submit a joint statement of the issue or issues to the arbitrator.

9. *Witness Lists:* The parties shall exchange witness lists either orally or in writing prior to the date the hearing is commenced.

10. *Written Award:* The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning, and conclusions within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the briefs, if filed, whichever is later.

11. *Arbitrator's Jurisdiction:* The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award to the issue(s) presented.

12. *Remedies:* The arbitrator shall have the full authority to award appropriate remedies.

13. *Binding Arbitration:* The arbitrator's award shall be binding upon both parties.

14. *Fees and Expenses:* A statement of the arbitrator's fee and expenses shall accompany the award. DCHA will bear seventy-five percent (75%) and the Union twenty-five percent (25%) of the Arbitrator's costs, fees and expenses. In the event that the Union declines to process a grievance regarding matters that were heretofore appealable to the Office of Employee Appeals, the employee shall have the option of arbitrating the dispute without Union representation and the DCHA shall bear the entire Arbitrator's costs, fees and expenses.

15. *Appeal:* Either party may appeal the arbitration award in accordance with the applicable law and regulations.

Section F—Scheduling Priorities

A grievance concerning a disciplinary action; reduction in force; performance ratings; erroneous employee payments; privacy and employee records management; or deciding the classification of a position; shall have scheduling priority. Unresolved grievances over disciplinary actions involving no more than a suspension for thirty (30) days or less shall be submitted for expedited arbitration.

Section G—Expedited Arbitration

The intent of expedited arbitration is to maximize expedition and minimize costs. When needed, the parties shall request expedited arbitration panels from the AAA or FMCS. The first available arbitrator shall be selected. Proceedings shall be informal. No briefs shall be filed or transcripts made. There shall be no formal rules of evidence. The hearing shall normally be completed in less than one day and the arbitrator shall hear as many grievances as possible within his/her scheduled date(s). Decisions shall, if possible, be issued from the bench, but shall be followed by the issuance of brief written award(s). Expedited arbitration awards shall not be considered as a precedent in any future case.

Section H—General Arbitration Rules

1. All time limits shall be strictly observed unless the parties mutually agree to extend said time limits.

2. The arbitration of grievances shall be conducted at a time and place that will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Witnesses shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, all bargaining unit employees entitled to be present shall be excused with pay for that purpose. An employee whose tour of duty is other than a regular work week shall have his/her tour of duty adjusted to be placed in a tour of duty status for any hearing at which he/she, has been called as witness.

3. If either party considers a grievance to be either substantively or procedurally non-grievable or non-arbitrable, that party shall so notify the other party prior to the date of the

hearing. Issues of procedural or substantive arbitrability raised in accordance with Section H. 3 of this Article shall be presented first at the arbitration hearing.

Section I—Back Pay Penalty

1. Payment of Awards/Settlements

Arbitration awards or settlements which involve back pay shall be paid within sixty (60) days of the date of the decision or settlement unless the decision or settlement requires a longer time or periodic payments. In the event DCHA is entitled to a credit for compensation earned by the employee while out, the sixty (60) days will begin when the Union has provided proof of the amount earned (e.g., a W-2 form or pay stubs) to DCHA. The payment shall be accompanied by a printout showing how the back pay amount was calculated.

2. Penalty

If the arbitration or settlement agreement is not paid within sixty (60) days of the date of the decision or settlement, DCHA shall incur penalty charges of five percent (5%) per year on the amount of the award, beginning on the sixty-first day after the award is made or the date of any settlement.

ARTICLE 10
DISCIPLINE

Section A—Applicability

The provisions of this Article apply to each bargaining unit employee of the DCHA, with the exception of probationary and temporary employees.

Section B—Definitions

Admonition—Any verbal warning, job discussion, counseling session, etc., indicating disapproval of a specific act, infraction or violation of policy, that is usually given by the employee's immediate supervisor or other appropriate management official.

Days—Workdays, unless otherwise specified.

Disciplinary Action—A reprimand, suspension, reduction in rank, grade or pay, or removal.

Nexus—A reasonable connection between the conduct of an employee and the ability of the employee to perform his or her job or the ability of DCHA to perform effectively.

Reduction in grade—An involuntary personnel action which changes an employee, while continuously employed, to a grade level with a lower representative rate.

Reduction in pay—An involuntary personnel action that reduces an employee's scheduled pay rate.

Removal—The involuntary separation of an employee for cause as defined in Article 10, Section C. 4.

Reprimand—A written statement that is usually issued by the employee's supervisor to censure an employee for a specific act or violation of one (1) or more of the causes set forth in the Table of Appropriate Penalties in Appendix A of this Agreement, but which does not impose a reduction in grade or pay, a suspension, or a removal.

Suspension—The placing of an employee in a temporary non-duty, non-pay status for cause.

Section C—Principles of Discipline

1. Administration.

   a. In the administration of this Article, a basic principle shall be that discipline shall be corrective in nature, rather than punitive.

   b. Except in cases of serious infractions that warrant immediate discipline, disciplinary actions must be progressive in nature.

   c. Disciplinary action(s) must be initiated promptly, and may not be issued more than forty-five (45) days from the date DCHA knew or should have known of the alleged offense.

   d. No employee may be reprimanded, suspended, reduced in rank, grade or pay, or removed (except by reduction-in-force) except for just cause. The causes for which a disciplinary action may be taken include, but are not necessarily limited to, the infractions or offenses as stated in the Table of Appropriate Penalties set forth in Appendix A of this Agreement.

   e. The Table of Appropriate Penalties provides a range of penalties appropriate for an offense. The DCHA shall not be restricted absolutely by the range of penalties as provided. An infraction or offence which is not listed may be the basis for a disciplinary action if it is shown

to be an instance of one or more of the causes listed in the Table of Appropriate Penalties, subject to the following:

(1) When a disciplinary action is taken for Cause # 16, " Other Conduct" or Cause #22, "Conviction of a Misdemeanor," the disciplinary action shall be based on a finding that:

   a. The employee engaged in the alleged conduct during duty or off-duty hours, when such evidence is relevant to assessing a penalty; and

   b. The conduct would have or has had adverse impact on DCHA's ability to perform effectively. Adverse impact shall be presumed for the on-duty conduct as stated in Causes # 1 to # 4.

(2) In selecting the appropriate penalty to be imposed in a disciplinary action, consideration shall be given to any contributing mitigating or aggravating circumstances. The results of such consideration shall be in writing and shall be placed in the disciplinary action file.

(3) DCHA shall insure that the employee, the employee's representative(s), and witnesses shall have freedom from restraint, coercion, interference on or reprisal by the DCHA or its employees during the investigation, preparation and presentation of the employee's appeal of a disciplinary action.

(4) In showing that an employee's conduct would have or has had adverse impact on DCHA's ability to perform effectively, DCHA must demonstrate nexus. Nexus which is relied upon must be set forth in the disciplinary action.

(5) A conviction of a misdemeanor, a plea of guilty, a finding of guilt, or a conviction following a plea of nolo contendere shall constitute prima facie evidence of the elements of the misdemeanor. If the employee disputes the evidence used by the DCHA, the burden of proof then rests with the employee against whom the action is proposed, based upon a preponderance of the evidence, to

show that he or she did not engage in the conduct which resulted in the conviction, finding of guilt, or plea.

(6) Except as provided in Section D. 2. A. (2) of this Article, a disciplinary action, shall not be cited after three (3) years from the effective date of the action, unless an arbitrator, the Executive Director, a court of competent jurisdiction, the Office of Human Rights, or other competent tribunal orders that the action be removed prior to three (3) years.

(7) Bargaining unit employees have the right to grieve disciplinary actions taken for cause through the grievance procedure set forth in Article 9 of this Agreement, which is the exclusive appeal procedure for DCHA bargaining unit employees. If the Union declines to process the grievance to arbitration under the provisions of Article 9, the employee has the right to have the grievance heard by an arbitrator and the DCHA shall bear the arbitrator's costs, fee and expenses.

(8) The material upon which a disciplinary action is based, and which is relied upon to support the action, including witness statements, documents, and reports of investigations or extracts there-from, shall be assembled and given to the employee and the employee's representative, along with the disciplinary action. Material which cannot be disclosed to the employee, the employee's representative, or the employee's designated physician shall not be used to support the disciplinary action. The disciplinary action shall inform the employee of his or her right to file a grievance in accordance with the provisions of Article 9 of this Agreement. A copy of the disciplinary action and all supporting documents shall be provided to the Union on or before the date that it is provided to the employee.

(9) (a) Time limits for filing a grievance appeal in response to a disciplinary action shall begin on

the effective date of the disciplinary action in accordance with Article 9, Section C 1 A (2).

(b) Disciplinary actions shall be served on the employee either in person or by certified or registered mail, return receipt, or by another commercial delivery service that provides for proof of service. A copy of the proof of service shall be provided to the Union upon receipt.

(10) (a) The employee to whom the disciplinary action is issued shall be asked to acknowledge its receipt. If the employee refuses to acknowledge receipt, an appropriate written statement, signed by a witness, may be used as evidence of service.

(b) If the employee is not in a duty status, the disciplinary action shall be sent to the employee's last known address, recorded in the employee's Official Personnel File (OPF), by certified or registered mail, return receipt requested or by another commercial delivery service that provides for proof of service, a copy of the proof of service shall be provided to the Union within two (2) days of receipt.

(11) If the employee who receives a disciplinary action is in a pay status, the employee shall be entitled to a reasonable amount of official time, not to exceed ten (10) hours of official time, to assist the employee's representative with preparation of a grievance in defense of the disciplinary action.

(12) When an employee against whom a disciplinary action is taken does not request Union representation, the employee shall have the right to be accompanied, represented, or advised by an attorney, or another representative of his or her choice in the preparation and/or presentation of the employee's grievance response to the disciplinary action.

Section D—Admonitions and Discipline

1. Admonition

a. If reason exists to admonish an employee for a minor infraction, the admonishment must be given in private in order to avoid unnecessary embarrassment to the employee and/or others. An admonition is generally issued by the employee's immediate supervisor and advises the employee that future violations of a same or similar nature may result in disciplinary action.

c. An admonition is not a disciplinary action and is not included in the employee's Official Personnel or Disciplinary Record.

d. An admonition is not grievable and may not be cited in subsequent disciplinary actions, except that an admonition may be used as evidence to rebut an employee's assertion that he or she did not receive a warning or corrective guidance prior to a disciplinary action.

e. The employee may respond in writing to the admonition, which shall be made a part of any record kept by the supervisor.

2. Discipline

a. Reprimand

(1) A reprimand may not be issued unless it has been reviewed and approved by a management official who is at least one level higher than that of the issuing official. The approval shall be in writing, shall be included in the official record, and shall be provided to the employee and the employee's representative in accordance with Section C 1 (e) 8 of this Article.

(2) A reprimand shall be considered a prior offense and may be cited as prior disciplinary record within two (2) years of the effective date of the reprimand unless an arbitrator, the Executive Director, a court of competent jurisdiction, the Office of Human Rights orders removal of the action prior to two (2) years.

(3) A reprimand is grievable in accordance with the provisions of Article 9, Section C 1 A of this Agreement.

b. Suspension of Fourteen (14) Calendar Days or Less

(1) A suspension of fourteen (14) calendar days or less may not be issued unless it has been reviewed and approved by a management official who is at least one level higher than that of the issuing official. The approval shall be in writing, shall be included in the official record, and shall be provided to the employee and the employee's representative in accordance with Section C 1 (e) 8 of this Article.

(2) The employee against whom a suspension in accordance with item (1), above, is initiated shall be served with written notice of the charges and shall be informed that he or she will be suspended after fifteen (15) calendar days. The employee shall remain on the job or shall be in a paid leave status, at the option of the Employer, for fifteen (15) calendar days prior to the first day of the suspension.

c. Suspension of More Than Fourteen (14) days

(1) A suspension of more than fourteen (14) calendar days may not be issued unless it has been reviewed and approved by a management official who is at least one level higher than that of the issuing official. The approval shall be in writing, shall be included in the official record, and shall be provided to the employee and the employee's representative in accordance with Section C, 1, (e), 8, of this Article.

(2) The employee against whom the disciplinary action is initiated shall be served with written notice of the charges and shall be informed that he or she will be suspended after thirty (30) calendar days. The employee shall remain on the job or shall be in a paid leave status, at the option of the Employer, for thirty (30) calendar days prior to the first day of the suspension.

d. Removal

(1) Except as provided in Section E of this Article, a removal may not be issued unless it has been reviewed and approved by a management official who is at least one level higher than that of the issuing official. The approval shall be in writing, shall be included in the

official record, and shall be provided to the employee and the employee's representative in accordance with Section C, 1, e, (8), of this Article.

(2) The employee against whom the removal action is initiated shall be served with written notice of the charges and shall be informed that he or she will be removed after thirty (30) calendar days. The employee shall remain on the job or shall be in a paid leave status, at the option of the Employer, for thirty (30) calendar days prior to the effective date of the removal.

(3) Employees subject to a removal action under these provisions shall be allowed to contact the union office prior to removal from the work place.

(4) When an employee is immediately removed from the work place, the Union shall be informed in writing regarding the reasons at the time of removal from the work place.

e. Reduction in Grade or Reduction in Pay.

(1) Reduction in grade or pay not be issued unless it has been reviewed and approved by the Director of Human Resources. The approval shall be in writing, shall be included in the official record, and shall be provided to the employee and the employee's representative in accordance with Section C, 1, (e), 8, of this Article.

(2) The employee against whom the reduction in pay or grade is initiated shall be served with written notice of the reduction in pay or grade and shall be informed that the reduction in pay or grade will occur after thirty (30) calendar days.

(3) Documentation of the reason(s) used to substantiate the reduction in pay or grade shall be provided to the employee and the employee's representative.

(4) Reduction in pay or grade may be grieved in accordance with the provisions of Article 9 of this Agreement.

Section E—Emergency Procedures

1. Exceptions may be made to the notice requirements in Section D. 2. b. (2), Section D. 2. c. (2) and Section D. 2. d. (2) of this Article when the employee's conduct constitutes an

immediate hazard to DCHA, to the employee concerned, to other employees, or to the detriment of public health, safety or welfare. In such circumstances, a written determination of the employee's alleged conduct shall be prepared and shall be provided to the employee and the employee's representative, along with all supporting information and documentation, within fourteen (14) calendar days.

2. If, under the circumstances described in Section E 1, the employee's alleged infraction involves criminal conduct and is under active police investigation or prosecution, the employee may be immediately suspended by authorization of the Executive Director, and

   a. The employee shall be advised of his or her right to Union representation, or to be represented by an attorney or other representative of choice.

   b. Within five (5) calendar days of the effective date of the emergency suspension, the employee and the employee's representative shall be provided with a written statement of the reason(s) for the emergency suspension.

   c. A grievance may be filed in defense of an emergency suspension within twenty (20) calendar days of placement in an off duty, non-pay status. The grievance shall be in compliance with the provisions of Article 9, Section D, 2, a, (1) (2) and (3). The grievance shall not require the signature of the employee, however, it shall require the signature of the Union President.

3. If, under the circumstances described in Section E 1, the employee's conduct does not involve allegation(s) of criminal activity, the employee may be immediately suspended by authorization of the Executive Director, and

   a. The employee shall be advised of his or her right to Union representation, or to be represented by an attorney or other representative of choice.

   b. Within five (5) calendar days the Employer shall suspend, remove, or return the employee to duty or to pay status, at the Employer's option.

   c. Suspension or removal notices issued under these procedures shall comply with the provisions of Section C and E of this Article.

d. A grievance may be filed in defense of an emergency suspension issued under these provisions within twenty (20) calendar days of receipt of the suspension or removal notice. The grievance shall be in compliance with the provisions of Article 9, Section D, 2, a, (1) (2) (3) (4) and (5).

ARTICLE 11

LABOR-MANAGEMENT COOPERATION

Section A—Labor-Management Committee Meetings

The DCHA and the Union shall establish a joint Labor-Management Committee that will meet on a monthly basis. The agenda for scheduled meetings shall be exchanged at least five (5) days prior to the meeting. In the absence of an agenda or notification five (5) days in advance, no meeting shall be held. Labor-Management Committee meetings shall be held with the Executive Director or his/her designee.

Section B—Composition and Business of Committee

The Committee shall be composed of five (5) members representing the Union and five (5) members representing the DCHA.

The Labor-Management Committee shall exchange views and consider and make recommendations to the DCHA about policies and practices related to working conditions, terms of employment, compensation and the implementation of this Agreement. The Committee shall also discuss matters of common interest to both parties, or other matters which either party believes will contribute to the improvement of relations between them.

It is understood that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings, nor shall the meeting be for any other purpose which will modify, add to, or detract from the provisions of this Agreement.

Upon request of either party, other meetings of the Committee may be scheduled as the need arises upon the request of either party at times mutually agreed upon.

Section C—Official Time for Union Attendance

The Union's appointees to the Labor-Management Committee shall be granted official time to attend the above-described

meeting when the conferences occur during the regular working hours of the employees. To the extent possible, the Union shall notify the DCHA at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of an appointed member.

Section D—Attendance of Other Persons

Each party may have other persons attend meetings, including appointed members of the committee who are not employees of the DCHA. However, such representatives shall not exceed two (2), unless otherwise mutually agreed upon.

Section E—Summary

A brief summary of the matters discussed and any understandings reached at all meetings, as well as the positions taken by the parties in a disagreement, will be prepared by a recorder appointed at each meeting, and the summary will be initialed by both sides.

ARTICLE 12

EMPLOYEE LISTS AND INFORMATION

Section A—Information Provided by DCBA

Within thirty (30) days after the effective date of this Agreement the DCHA will provide the Union with separate lists of all employees in the bargaining unit and in the excluded categories described in Article 1. The list shall include the following information:

1. Name;
2. Job title, series and grade;
3. Responsibility Center Code;
4. Service Computation Date;
5. Not to exceed dates for term employees;
6. Type of appointment and status.

This list shall be updated quarterly. If the list is not provided in a timely fashion, the Union shall submit a written request to the DCHA for the list.

Section B—Information Provided to Union

The Union shall receive the following information:

1. A list of new hires, separations, transfers, reassignments, and details in excess of sixty (60) days, to be provided quarterly;
2. EEO Reports, as they are printed; and
3. Merit Staffing Vacancy Announcements, as they are posted.

Section C—Position Descriptions

1. Within thirty (30) days of execution of this Agreement the DCHA shall provide the Union with an approved, standardized copy of the position description for each job category in and outside the bargaining unit.
2. Changes to established position descriptions and newly created position descriptions shall be provided to the Union prior to implementation.

Section D—Decertification of Bargaining Unit Positions

The DCHA shall notify the Union immediately if any bargaining unit position is decertified from the bargaining unit.

Section E—DCHA Administrative Updates

The DCHA agrees to provide the Union with a copy of updates and changes to the DCHA administrative issuances which affect working conditions and/or the compensation of bargaining unit employees, as they are issued. The DCHA recognizes its obligation to provide advance notice of any proposed changes in working conditions not already covered by this Agreement.

Section F—Reorganization/Realignment

The DCHA will notify the Union of reorganization/realignment plans within the DCHA prior to implementation.

Section G—Requests for Information

Upon request by the Union, DCHA shall provide all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or continue processing of a grievance.

ARTICLE 13

FACILITIES AND SERVICES

The DCHA agrees to the use of facilities for meeting purposes for the Union subject to the following conditions:

1. Meetings will be held before the start of business, during lunch periods, or after close of business.
2. The use of facilities will not involve any additional expense to the DCHA other than the normal expenses which are incurred for items such as heating and lighting.
3. The Union will request, in writing, the use of DCHA facilities for the purpose of Union meetings no later than two (2) working days in advance of the requested meeting date. The DCHA will reply within two (2) working days of the initial request.
4. The Union recognizes its responsibility when using DCHA facilities to observe all applicable security and public safety regulations and to conduct its meetings in an orderly manner so as not to interfere with normal work operations. The Union assumes responsibility for all damages to DCHA property occasioned by its use, and agrees to leave the facility in a clean and neat condition.

ARTICLE 14

BULLETIN BOARDS

The DCHA agrees to provide a reasonable amount of space on existing or new bulletin boards in areas commonly used by employees in the bargaining unit. The Union shall use this space for the purpose of advising members of meetings and any other legitimate Union information.

ARTICLE 15

SAFETY, HEALTH, AND COMFORT

Section A—Responsibilities

The DCHA shall provide employees with reasonably safe and healthful working conditions, in accordance with applicable District and Federal workplace safety and health laws. The

DCHA shall ensure the implementation and enforcement of all applicable District and Federal health and safety laws, rules and regulations. Employees are responsible for performing their duties in a safe manner.

Section B—CPR Training/First Aid

The DCHA shall offer training in cardiopulmonary resuscitation (CPR) and first aid, at no expense to the employee. The DCHA shall provide first aid kits that shall be readily available to all DCHA employees at their worksites and shall be in each DCHA emergency vehicle. The names, work telephone numbers and work locations of all employees trained in CPR techniques and first aid shall be provided to the Union, shall be posted in employee work areas, and shall be included in the DCHA's telephone book.

The DCHA and the employees will cooperate in ensuring that all first aid kits are maintained properly.

Section C—Restrooms, Shower Rooms, etc.

The DCHA shall provide and maintain clean, sanitary and stocked restroom facilities for all employees. Shower rooms and related facilities shall be repaired and maintained in good condition.

Section D—Asbestos and/or Other Hazardous Substances—Notification and Removal

1. The DCHA shall make every effort, within a reasonable period of time, to remove asbestos from all worksites as required by law. The DCHA shall provide to the Union a list of worksites that are known or suspected to have asbestos. Employees who are known to have been exposed to asbestos shall be entered into a medical monitoring program aimed at early detection of physical problems related to asbestos.

2. The DCHA agrees to provide to potentially exposed bargaining unit employees and the Union all information available to the DCHA concerning hazardous substances.

3. A list of all chemicals used by the DCHA along with their generic names shall be provided to the Union on an annual basis and when use of a hazardous substance is

discontinued or use of a new substance is initiated. Such listing shall indicate chemical use by work area.

4. Within budgetary limitations, emergency shower facilities shall be provided at locations where employees are required to be exposed to hazardous substances.

Section E—Safety, Safety Equipment and Procedures

1. The DCHA agrees to maintain the workplace and its equipment in good condition. Deficiencies in this area shall be identified and corrected.

2. (a) The DCHA shall acquire, maintain, and require employees to use safety/protective equipment to protect them from hazardous conditions encountered during the performance of official duties.

   (b) The Union may recommend new protective clothing and equipment and modifications to existing equipment for consideration by the DCHA. The Union shall also be consulted prior to purchase of major new equipment and/or devices impacting upon working conditions and/or personnel.

3. (a) The Union agrees to promote safety and encourage employees to follow safety procedures.

   (b) The Union and the DCHA shall make every effort to prevent accidents. If accidents occur, the prime consideration will be the welfare of the injured employee. In an emergency the DCHA shall promptly contact the appropriate emergency response authority. (e.g. DCHAPD, DCEMS, DCMPD, etc.) As promptly as the situation allows, accidents are to be reported to the supervisor by the injured employee and/or his/her coworkers. The supervisor must report injuries to the Office of Risk Management.

4. The DCHA shall prepare and post instructions for evacuation of all DCHA work sites in case of emergency.

5. (a) The DCHA agrees to take such steps as are necessary to ensure the safety of employees who are required to work alone and will immediately implement security/safety measures affecting these employees.

(b) DCHA shall ensure that these procedures are known and followed by all employees.

(c) The DCHA agrees to revise and/or implement security/safety measures for the protection of employees, as needed.

(d) Continuous review of security/safety measures shall be the joint responsibility of the DCHA and the Union.

(e) The DCHA and the Union mutually recognize the need for protection of employees from assault and intimidation at the workplace and will work cooperatively to obtain appropriate protective measures.

Section F—Weather Conditions

In the event of excessive temperature or equipment failure, nonessential employees may be reassigned or released in accordance with DCHA procedures. For purposes of determining excessive temperatures which will warrant the release of nonessential employees, the following shall be a temperature and humidity reference guide:

95 degrees Fahrenheit—55% humidity (minimum)

96 degrees Fahrenheit—52% humidity

97 degrees Fahrenheit—49% humidity

98 degrees Fahrenheit—45% humidity

99 degrees Fahrenheit—42% humidity

100 degrees Fahrenheit—38% humidity

During extreme weather conditions, the DCHA agrees that adversely affected nonessential employees working inside buildings where the temperature is eighty seven (87) degrees or higher or fifty (50) degrees or lower for four (4) consecutive hours, as verified by the Union and Human Resources, shall be dismissed or relocated, at the option of the DCHA.

During periods of severe weather the Executive Director may, after consideration of information from the U.S. National Weather Bureau and or other appropriate sources, determine that nonessential employees who are required to work outside shall not be required to perform those duties

Section G—Maintenance of Vehicles

Employees shall promptly report all defective equipment and/or deficiencies in maintenance of vehicles to the appropriate supervisor for corrective action. DCHA employees shall not be required to drive or be a passenger in any DCHA vehicle that has a serious safety deficiency. DCHA vehicles shall be subject to District of Columbia safety inspection at the prescribed time(s).

Section H—Reporting Unsafe Conditions

1. When an employee identifies what he/she believes to be in an unsafe or unhealthy working condition, the employee shall notify his/her supervisor, who shall investigate the matter immediately and take prompt and appropriate corrective action.
2. DCHA employees shall not be required to perform duties in unsafe and/or unhealthy working conditions, however the supervisor may require the employee(s) to perform their duties in another work area or to perform other duties outside the affected area until the unsafe and/or unhealthy condition is abated.
3. Employees shall be protected against penalty or reprisal for reporting any unsafe or unhealthful working condition or practice, assisting in the investigation of such conditions, or for participating in any occupational safety and health program and activities.

Section I—Safety Committee and Safety Inspections

A Union and Management Safety Committee shall be established. The Executive Director shall appoint up to three (3) representatives and the Union shall appoint up to three (3) representatives, one of whom shall be DCHA's Safety Officer. One Union and one DCHA representative shall serve as co-chairpersons. The Committee shall:

1. Meet once each month, or at the call of either co-chairperson, to review special conditions which may develop.
2. Conduct safety inspections, which shall be done at all regional properties, except Scattered Sites, at least every six (6) months, and shall make joint recommendations to the appropriate administrator through the Safety Officer.

3. Coordinate the development and conduct of appropriate health and safety training programs.
4. Consult with and render assistance to the DCHA Safety Officer upon request. When the DCHA is aware of a workplace inspection or investigation, which is conducted by a DCHA safety representative or by an outside agency, such as the Federal or District of Columbia Occupational Safety and Health Administration (''OSHA'') or the National Institute of Occupational Safety and Health in response to a complaint by the Union or bargaining unit employee, the Union shall be given the opportunity to participate. During the course of any such inspection or investigation, any employee may bring to the attention of the representative any unsafe or unhealthful working condition.

Section J—Accident and Injury Reports

1. The DCHA is responsible for providing injured employees with information regarding proper accident reporting forms and for helping employees complete accident reports and workers compensation forms.
2. The Safety Officer shall provide a copy of the monthly report of on-the-job injuries which is submitted to the District of Columbia Department of Employment Services and/or Office of Occupational Safety and Health to the Union. The Safety Officer shall promptly notify the Union president in the event of an on-the-job death.

Section K—Employee Lunchroom

Within space limitations, the DCHA agrees to provide an employee lunchroom or other appropriate space at the main offices and at other DCHA facilities, which may be used by employees during their lunch periods.

Section L—Fitness for Duty

An employee may be accompanied by a Union representative at any meeting regarding a fitness-for-duty examination.

ARTICLE 16
REASSIGNMENTS

Section A—Notice of Reassignments

Except in emergency circumstances, if any employee is to be reassigned, he/she will be given advance notice of the reassign-

ment, including an explanation related thereto. If reassignment involves relocation to a different facility or building, DCHA will provide at least five (5) working days notice.

Section B—Punishment or Retaliation in Reassignment Prohibited

In no instance will reassignment or transfer from the bargaining unit be used as a means of punishment or retaliation.

Section C—Reassignment of Union Officials

In the event a reassignment of a Union Steward, Chief Steward or President is planned, the Union President will be given fifteen (15) working days advance written notice regarding such anticipated reassignment.

Section D—Employee Requests for Reassignments

Employees requesting reassignments or transfers within the same organizational unit or to other organizational units shall submit a request in writing, inclusive of the supportive reasons, to their supervisor. If denied by the immediate supervisor, the request may be appealed through the appropriate levels of supervision up to the Executive Director. Responses to the requests shall be issued at each level within two (2) weeks.

ARTICLE 17

UNIFORMS

Section A—Uniforms and Protective Clothing

1. The DCHA shall provide uniforms as listed at item 1. a. and b., of this Article to all wage grade and District Schedule employees whose duties require uniforms. Employees who have been issued uniforms are required to wear those uniforms while on duty.

   a. Maintenance Workers (LW & RW)

      5 pairs of work pants
      5 work shirts, long sleeve
      5 work shirts, short sleeve
      2 pairs, coveralls
      1 pair, insulated coveralls
      1 pair, frigid weather coveralls

1 pair, work boots with fiberglass inserts
2 pairs, welder's boots for welders
1 work jacket
1 frigid wear work jacket
1 summer wear work cap
1 winter wear work cap
1 set, rain gear (hat, jacket, pants, and boots)

b. District Schedule Workers Who Are Required To Work Outside

1 summer cap
1 winter cap
1 frigid weather work jacket
1 set, rain gear (hat, jacket, pants, and boots)
1 pair boots for DMA (fiberglass inserts)

2. Replacement uniforms will be provided only when the worn ones are returned to the DCHA.

3. Employees who terminate their employment are required to return their uniforms prior to receiving their final paycheck.

4. If the DCHA determines that protective clothing is required for performance of specific duties, such items shall be provided by the DCHA. If protective clothing is provided, it must be worn.

5. In its determination of whether or not protective clothing is required for an employee's duties, DCHA shall follow the appropriate OSHA safety standards as well as any other applicable laws, rules and regulations.

6. Employees required to work outside shall be furnished with appropriate protective clothing which is suitable for the weather conditions in which they are required to work, such as rainwear, frigid weather clothing, etc.,

7. Within six (6) months of execution of this Agreement, the DCHA and the Union shall establish a Uniform and Protective Clothing Committee to review and make recommendations to the Executive Director or his/her designee, regarding uniforms and protective clothing. The Uniform and Protective Clothing Committee shall have two (2) members appointed by the Executive Director and two (2) members appointed by the Union President.

ARTICLE 18

TOOLS

Section A—Issuance and Replacement of Tools

The DCHA shall provide, at no cost, a first issue of all tools it deems necessary for employees to perform their work. New and current employees will be responsible for replacing tools lost or stolen, except when theft from a secured DCHA vehicle, authorized private vehicle or location is involved and when the employee was not at fault. The DCHA will replace worn or broken tools issued upon the return of unserviceable tools, unless it is evidenced that the employee has abused the tools. The DCHA shall provide lockable tool boxes and secure locations for the tools. Employees will be responsible for obtaining and maintaining their own locks for individually issued tool boxes.

Section B—Maintenance of Tools

The DCHA shall maintain its power and special tools in safe working condition. Employees will be responsible for proper care and safe operation of power and special tools after receiving proper training in the use and care of the tools. Tools issued will remain the property of the DCHA. Employees terminating their employment shall be required to return such tools prior to receiving their final paycheck.

ARTICLE 19

HOURS OF WORK

Section A—Work Hours

Normal work hours for all full-time employees are between the hours of 8:15 a.m. and 4:45 p.m., Monday through Friday.

Section B—Notification of Change of Tour of Duty

To the extent possible, employees and the Union shall be notified ten (10) work days in advance of any permanent or long term (i.e. six (6) months or longer) change in their scheduled tour of duty.

Section C—Changes Under Sections A & B

Changes proposed or made under the provisions of Sections A & B are subject to mandatory negotiation with the Union.

Section D—Staff Meetings

Staff meetings shall be scheduled during regular work hours, except in the case of an emergency.

Section E—Alternative Work Schedules

The Union and DCHA (the Parties) may jointly determine that Alternative Work Schedules (AWS) within a specific work area may best serve the needs of DCHA and affected employees. AWS may be established by agreement between the Parties in accordance with the Memorandum of Understanding Between the Parties Regarding Alternative Work Schedules which is incorporated into this Agreement by reference.

ARTICLE 20
USE OF PRIVATE VEHICLES

Section A—DCHA Provision of Transportation

1. DCHA shall provide, within budgetary limitations, vehicles for the use of employees who need transportation to perform their duties.
2. DCHA recognizes its responsibility to provide transportation for employees to perform their duties. In the event a vehicle is not available for an employee who needs transportation to perform his/her duties, the employee shall have the right to elect to use his/her privately owned vehicle (POV).

Section B—Use of Private Vehicle

If an employee elects to use his/her POV to perform his/her duties, the DCHA shall reimburse the employee for mileage at the rate established between DCHA and the Union, consistent with analogous Federal government regulations on the use of a POV.

Section C—Inoperable Vehicles

An employee whose POV is rendered inoperable during the course of official duties shall be granted reasonable time, upon

notification to the supervisor, to make minor repairs or get the vehicle to a garage and return to DCHA.

Section D—Transportation Expenses

Employees shall be reimbursed in accordance with DCHA rules and regulations for the following expenses incurred during the performance of official duties for the DCHA with a government or POV;

1. Parking fees;
2. Tolls; and
3. Parking tickets incurred through no fault of the employee: provided that employees shall obey all parking and traffic laws in the performance of their duties on behalf of the DCHA.

ARTICLE 21

EMPLOYEE ASSISTANCE PROGRAM

Section A—Employee Assistance Program

The DCHA Employee Assistance Program (EAP) is designed to provide confidential and professional assessment, counseling, and referral services for DCHA employees who are experiencing personal problems that impair or have the potential to impair their work performance. The program shall offer services for alcohol and drug abuse, and emotional and stress related problems. The Parties acknowledge that the early identification, documentation, and referral of an employee for help can result in improved job performance and employee morale. Participation in the EAP shall not be used to harass an employee, or to treat an employee in a disparate manner. An employee's participation in the EAP is not mandatory. However, if the employee refuses to participate in the EAP, then the DCHA may proceed to initiate and/or implement disciplinary action, as warranted. This Article shall be implemented in full compliance with the ADA.

Section B—Eligible Participants

All employees shall be allowed to participate in the EAP. The DCHA shall pay the full cost of the program. Employees shall be provided up to six (6) face-to-face counseling sessions per problem with the EAP provider, to address behavioral, emotional or physical problems.

Section C—Types of EAP Referrals

1. *Self-Referral.* This type of referral occurs at the employee's own initiative when the employee recognizes the need for assistance and consults with the EAP before or when job performance and/or attendance becomes a problem. The employee may make a self-referral without the DCHA's knowledge or consent. The employee's EAP records or record of participation shall not be independently released to the DCHA. In cases where an employee is seeking some accommodation from the DCHA, such as a change in work schedule, advance sick leave, etc., to complete an EAP program, the DCHA may request confirmation by the EAP provider of the employee's appointment and/or attendance.

2. *DCHA Referral.* This type of referral shall be initiated by a supervisor, manager or the Human Resources Department when Management recognizes that there are serious performance problems and refers the employee to the EAP. Not all attendance or performance problems should be referred to the EAP. A referral should only be made in cases where poor job performance and/or attendance problems continue after the employee has been counseled by his/her supervisor regarding performance and/or attendance issues. During counseling, the employee shall be informed of the expectations for improvement and shall be given a reasonable time to improve. The employee's record of compliance and participation in the EAP shall be released to the DCHA only with the employee's consent.

Section D—Disciplinary Actions and EAP

As a part of its consideration of a proposed disciplinary action, the DCHA shall consider whether the EAP might assist the employee to improve work performance and/or attendance. However, a referral to the EAP is not a prerequisite to the DCHA's addressing performance and/or attendance problems through appropriate disciplinary action. The DCHA may hold implementation of a proposed disciplinary action in abeyance if an employee accepts DCHA's referral to the EAP, complies with recommendations of the EAP, and improves job performance and/or attendance. The employee shall be given a reasonable amount of time to improve job performance and/or attendance.

If the employee demonstrates consistent and sustained improvement in job performance and/or attendance for a reasonable period of time, the disciplinary action that is held in abeyance shall be rescinded. If the employee's attendance or work performance does not improve within a reasonable time, the pending disciplinary action may be invoked in accordance with Article 9 of the Agreement.

Section E—Use of Leave

Self-referred employees may use any accrued annual leave, sick leave, earned compensatory time, or leave without pay, as appropriate. Employees may request advanced sick leave for purposes of compliance with EAP recommendations. Should the employee choose to inform his/her immediate supervisor or the supervisor's designee of the initial appointment with the EAP, the supervisor or designee, at his/her discretion, may grant two (2) hours of administrative leave for the initial appointment. For subsequent appointments, employees may use any accrued annual leave, sick leave, earned compensatory time, leave without pay or advance sick leave, as appropriate.

Section F—Counsel by the Union

The Unions shall be provided an opportunity to counsel employees at the request of the employee or the employee's supervisor. Any information on the EAP provided to employees shall include information on their right to contact their Local Union representative.

Section G—Confidentiality

Inquiries by employees or referrals to the EAP shall be kept in strict confidence by supervisors, managers, and employees. The Parties agree that breaches of the confidentiality of an employee's participation in the EAP may be cause for discipline. All records pertaining to an employee's participation in the EAP shall be kept in confidential files in the DCHA's Human Resource Department, separate from the employee's official personnel files.

Section H—Training and Education Awareness Program

All DCHA managers and supervisors shall participate in a specialized EAP training program designed to educate Management officials on the identification, documentation, consultation and referral of employees needing EAP assistance. The DCHA

shall conduct an employee EAP education and awareness program for all employees.

ARTICLE 22

TENURE

Section A—Probationary and Evaluation Period

Career and term employees shall initially serve a six (6) month probationary period, during which time employees may be terminated without cause. Probationary employees shall be evaluated immediately after completion of the third month of employment. The evaluator shall share with the employee information regarding the employee's progress and/ or ways to improve his/her chance to reach career status at DCHA. The three (3) month evaluation shall be put into writing and shall be placed in the Official Personnel File of the employee. A copy of the written evaluation shall be provided to the employee.

Section B—Career Employees Right to Apply For Vacant Positions

Upon satisfactory completion of the six (6) month probationary period, career employees shall be eligible to apply for vacant full time positions for which they are qualified.

Section C—Conversion of Term and Temporary Employees

Employees who have occupied a temporary or term position(s) for at least six (6) months and who have performed at a satisfactory level shall be considered for the first position, for which they are qualified, that remains vacant after posting in accordance with Article 28, Section C.

ARTICLE 23

TRAINING, CAREER DEVELOPMENT AND UPWARD MOBILITY

Section A—Employee Development and Affirmative Action

Consistent with employee development and Affirmative Action Program guides, it is the DCHA's intention to provide training and career development opportunities for bargaining unit employees for the purpose of developing and maintaining

their skills so that they may perform at the highest possible levels of their positions and advance in accordance with individual potential and abilities.

Section B—Career Development Plans

1. The DCHA will offer to assist employees in implementing individual career development plans by providing easy access to information on training opportunities, publicizing current training programs, advising employees of requirements needed to enter training programs, assisting employees in applying for training opportunities, scheduling training and making resources available to cover approved expenses for training.
2. The DCHA shall distribute to all bargaining unit employees, on a quarterly basis, a list of training programs offered by or through the DCHA.
3. Employees shall be given reasonable opportunities to discuss training needs and/or opportunities with their supervisors and/or other DCHA or personnel officials.

Section C—Training and Educational Opportunities

1. The DCHA shall distribute training and educational opportunities among the bargaining unit employees.
2. Requests for training and educational opportunities shall be processed promptly.
3. A record of satisfactorily completed training courses may be filed by each employee in his or her Official Personnel File.
4. When an institution of higher learning provides for accreditation of on-the-job experience, upon the employee's request, the DCHA shall submit verification of such experience.

Section D—Labor Management Committee Responsibility

The parties recognize the importance of career development, training, and upward mobility. The Labor-Management Committee established in this Agreement shall, on a periodic basis, perform the following functions:

1. Review existing policies and practices, with respect to training and career development and recommend changes in existing programs;

2. Recommend the adoption of new programs, policies and practices; and

3. Review and offer comments on programs proposed by the DCHA.

The Labor-Management Committee may, if it deems necessary, establish a subcommittee, to deal with these issues.

Recommendations submitted to the Executive Director by the Committee shall be given careful consideration and the Committee shall be informed, within a reasonable period of time, of the status of its recommendations.

ARTICLE 24

PERFORMANCE EVALUATIONS

Section A—Performance Rating Plan

The parties agree that the performance rating plan in effect under the predecessor Agreement will remain in effect until such time as a new Performance Management System plan is established, within six (6) months after negotiations with the Union. A sub-committee of the Labor Management Committee will be responsible for the development and recommendation of the Performance Management System to the Executive Director for approval.

Section B—Notification of Duties and Responsibilities

Each employee will be given, within thirty (30) days of entering a new position, or within thirty (30) days of reassignment involving changes or additional duties, notification of the 'duties and responsibilities which will be used in the performance rating process. As soon as factors are identified for each occupational group, every employee in that occupational group will be notified of the factors which will be used in rating his/her performance.

Section C—Fair and Objective Evaluations

The DCHA recognizes its responsibility to assure employees fair and objective evaluations. The DCHA agrees to discuss work deficiencies with employees when observed and to advise the employee on ways of improving performance.

Section D—Employee Discussion with Supervisor

At the time that an annual performance rating is given, the responsible supervisor will discuss with the employee areas of potential development and improvement including the employee's performance under the DCHA's Performance Management System and any work plans in effect at the time the rating is issued.

ARTICLE 25

PERSONNEL FILES

Section A—Official Personnel File

The Official Personnel Files ("OPF") of all employees in the bargaining unit covered by this Agreement shall be maintained by the DCHA's Director of Human Resources Department (HRD).

Section B—Employee Examination of OPF

Employees shall have the right to examine the contents of their OPF. Upon request, in accordance with procedures issued by the HRD, employees shall have the right to obtain copies of any official documents contained in their OPF.

Section C—Union Representative's Review of OPF

Upon consideration of written authorization by an employee, the Union representative may examine an employee's OPF and make copies of materials placed in the employee's OPF.

Section D—Confidential Information

DCHA shall keep all records of arrests from the Metropolitan Police Department, fingerprint records, and other confidential reports in a confidential file apart from the OPF. No person shall have access to the confidential file without authorization from the Director of HRD.

Section E—Access Card

The access card signed by all those who have requested and been given access to the employee's file, as required by personnel regulations and procedures, shall be made available for review by the employee.

Section F—Additions and Deletions

Each employee shall have the right to present information immediately germane to any information contained in his/her OPF and have irrelevant or untimely information removed from the OPF.

Section G—Notice of Changes

Employees are responsible for notifying the HRD of any changes in personal data, i.e., personal mailing address, telephone number, marital status, number and names of dependents, and individuals to be contacted in the event of an emergency.

ARTICLE 26

DETAILS AND TEMPORARY PROMOTIONS

Section A—Details

1. A "detail" is the temporary official assignment of an employee to a different position for a specified time period with the employee returning to his/her regular duties at the end of the detail. The employee on detail shall, at all times, be considered the incumbent of his/her regular position.
2. Details shall be made in accordance with this Agreement and will be used for meeting temporary needs of the DCHA's work program and for on-the-job training. Details may be appropriately used to meet emergencies occasioned by abnormal work loads, changes in mission, or organization, unanticipated absences, or to complete special projects.
3. When an employee is detailed to a higher graded position for more than sixty (60) days, he/she shall receive the higher rate of pay as acting pay, effective the pay period which begins on or after the sixty-first (61st) day.
4. For details in excess of thirty (30) days, the detail shall be documented, a copy given to the employee and a copy made a part of the employee's official personnel file.
5. For details in excess of sixty (60) days, the employee's performance in the position to which he/she has been detailed shall be evaluated (including a rating) by the detail supervisor; the detail evaluation shall be included in the employee's official personnel file.

6. Details shall not be made as a means of retaliation or punishment.

Section B—Temporary Promotions

1. An employee may be given a temporary promotion to meet a temporary need. At the end of the specified period of time, the employee shall be returned to the same or comparable position from which the employee was temporarily promoted.
2. A temporary promotion of one hundred and twenty (120) days or less may be made without regard to merit promotion requirements.
3. A temporary promotion exceeding one hundred and twenty (120) days shall be made in accordance with merit promotion procedures.

ARTICLE 27

POSITION MANAGEMENT AND CLASSIFICATION

Section A—Written Position Description

Each position covered in the bargaining unit that is in existence or is established or changed must be accurately described in writing and shall be classified to the proper occupational title series, schedule, and grade.

Section B—Position Description Provided Upon Assignment

Employees shall be furnished a current, accurate, approved copy of the description of the position to which assigned at the time of the assignment or upon request. Employees detailed or reassigned to established positions shall be given position descriptions at the time of assignment. Employees detailed to an un-established position shall be furnished with statements of duties at the time of assignments to the details.

Section C—Updated Position Descriptions

Position descriptions shall be kept current and accurate. Changes in duties to a position shall be incorporated in the position description to assure that the position is correctly classified/graded to the proper title, series, schedule, and grade.

Section D—Other Related Duties

Where language such as "other related duties as assigned" or "performs other related duties as assigned" appears in an employee's official position description, the clause shall mean those duties which must be performed and must be directly related to those duties listed in the employee's position description.

Section E—Equal Pay for Equal Work

The parties agree that the principle of equal pay for substantially equal work shall be applied to all position classifications and personnel actions in accordance with the relevant District of Columbia law.

Section F—Access to Chart and Classification Information

An employee, upon request, shall have access to organizational and functional charts and other pertinent information directly related to the classification of his/her position.

ARTICLE 28

MERIT STAFFING

Section A—Purpose

1. In order to insure that all recruitment, hiring and merit promotion principles are applied in a consistent and equitable manner all such personnel actions shall be the responsibility of the Human Resources Department in the Central Office.
2. All employees are hired, assigned, transferred, promoted, upgraded, and compensated solely on the basis of merit, ability, job performance and seniority if applicable. To the maximum possible extent, promotions to vacant positions will be made from within the Authority and shall be based solely on merit, skill, ability, and previous job performance.
3. All selections shall be based on objective, job-related selection criteria and shall be made without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation, or Union activity.

Section B—Merit Staffing Plan

The parties agree that the Merit Staffing Plan in effect under the predecessor Agreement will remain in effect until such time as a new Merit Staffing Plan is established, after negotiations with the Union.

Section C—Posting Vacancies

DCHA agrees that all vacancy announcements shall be posted for application by DCHA employees for a period of at least ten (10) work days prior to the expiration date throughout the DCHA. When a vacant position cannot be filled by a DCHA employee, the position may be posted to applicants from the public for a minimum period of ten (10) work days or until the position is filled. Such announcements shall provide a synopsis of duties to be performed, qualifications required, any special knowledge, skills or ability that will be given consideration. The Union President or designee shall be furnished a copy of all vacancy announcements, cancellations, corrections, or amendments.

Section D—Executive Director's Approval

No persons, including DCHA residents, recruited for a specific employment vacancy may begin nor may anyone be hired and placed on the DCHA payroll without the written approval of the Executive Director.

Section E—Hire From Within

1. Vacant positions shall be posted for application to current DCHA employees. Vacancies shall be filled by the best qualified applicant. Among applicants who are essentially equally qualified, seniority shall be the determining factor in the selection of the successful applicant. When a vacant position cannot be filled by a DCHA employee, the position shall be advertised to the public and may be filled by applicants who are not currently employed by DCHA.
2. If the selecting official chooses an applicant other than the senior qualified applicant, the reason(s) for doing so must be put into writing and must be provided to the Union and the affected employee(s) upon request.

Section F—Updating Personnel Information

1. DCHA's Office of Human Resource Management shall be responsible for updating the official job descriptions

and maintaining the correct salary scales and position titles, and for coordinating the recruitment and selection process.

2. When an existing position is changed or reclassified, the Union shall be notified prior to implementation of the change and or promotion of the affected employee(s).

Section G—Verification

The Authority reserves the right, at any time, to verify the accuracy of former employment. The DCHA may review police reports, personal references, and any other verifications. Any dishonesty or falsification in completing the application will be grounds to disqualify the individual for hire or will be a basis for terminating an employee's service with the DCHA.

Section H—Interviews

If the selecting official interviews one (1) candidate, he/she shall interview all candidates. Interviews must be job-related, reasonably consistent, and fair to all candidates

ARTICLE 29

CONTRACTING OUT

Section A—General

The parties recognize that contracting out of work that is normally performed by employees covered by this Agreement is of mutual concern to the DCHA and the Union. Accordingly, DCHA shall contract out work normally performed by bargaining unit employees only when it will not result in the displacement of current employees or when, despite training and corrective measures involving both management and employees, a unit, department, or specialized function is unable to carry out its assigned functions and is thereafter eliminated. DCHA does not anticipate the contracting out of any properties beyond those disclosed to the Union to date.

Section B—Information, Consideration of Union Views

When bargaining unit employees will be adversely impacted by contracting out what was heretofore considered bargaining unit work, the DCHA shall consult with the Union forty-five

(45) days prior to the final action, except in emergencies. At, or before the time of consultation regarding the impact of the action, the DCHA agrees to provide the following information to the Union:

1. The DCHA's assessment of the effect of the contracting out upon employees;
2. The DCHA's assessment of whether it will be able to offer alternative employment to any affected employees;
3. The DCHA's assessment of employment opportunities that may be available with the contractor for qualified employees;
4. The DCHA's assessment of the economic impact of the contracting out upon the operations of the DCHA.

Section C—Union Recommendations

The Union shall have full opportunity to make recommendations regarding ways to minimize the impact and effect upon the bargaining unit to the Executive Director. The Union's recommendations shall be considered and if the contracting out initiative is not withdrawn, the Executive Director shall provide written notice to the Union regarding the reasons for proceeding with the contract. The DCHA will encourage all operators of contracted out properties and contractors performing services to be contracted out to make bona fide offers of employment to qualified DCHA employees who will be affected by contracting out.

ARTICLE 30

BENEFITS

Section A—Benefits Committee

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union), (hereinafter collectively referred to as "the parties") agree to establish a Benefits Committee for employees of the DCHA.

The Benefits Committee shall consist of two (2) representatives appointed by DCHA's Executive Director and two (2) representatives appointed by the president of the Union. An expert in Employee Benefits will be invited to attend meetings, as needed.

The purpose of the Benefits Committee shall be to:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical, and Dental Insurance Plans for DCHA.
2. Recommend changes and enhancements in Health, Optical, and Dental benefits for DCHA employees.
3. Explore issues concerning the workers' compensation system that affects DCHA employees.
4. Discuss and explore other benefit programs to determine the extent to which they impact DCHA employees.

NOTE: Employees should contact the Human Resources Office to address their personal benefits concerns.

Section B—Life Insurance

1. Life insurance is provided to DCHA employees in accordance with Section 1-622.01 et seq. of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.
   a. District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.
   b. District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those excluded by law or by rule and regulation.
   c. The DC and US Codes cited in (a) and (b) above are applicable to DCHA employees.
2. The current life insurance benefits for employees hired on or after October 1, 1987 are: Life insurance in an amount equal to the employee's annual salary rounded to the next thousand, plus an additional $2,000. Employees are required to pay two-thirds (2/3) of the total cost of the monthly premium. DCHA shall pay one-third (1/3) of the total cost of the premium. Employees may choose to purchase additional life insurance coverage through the

District Government. These additions to the basic coverage are set forth in the schedule below.

Optional Plan	Additional Coverage	Premium Amount
Option A – Standard	Provides $10,000 additional coverage	Cost determined by age
Option B – Additional	Provides coverage up to five times the employee's annual salary	Cost determined by age and employee's salary
Option C – Family	Provides $5,000 coverage for the eligible spouse and $2,500 for each eligible child	Cost determined by age

Section C—Health Insurance

1. Pursuant to D. C. Official Code §1-621.02 (2001 Edition), all employees covered by this Agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by DCHA.

   a. Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the DCHA, the Union and the insurance carrier(s). DCHA employees are required to execute an enrollment form in order to participate in this program.

   b. DCHA may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, DCHA shall give the Union notice of the proposed additions as soon as DCHA receives this information.

   c. Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The DCHA shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D. C. Official Code §1-621.01 (2001 Edition), all DCHA employees covered by this Agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advanced request.

Section D—Optical And Dental

1. The DCHA shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the DCHA, the Union and the insurance carrier(s). DCHA employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The DCHA may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the DCHA decide to expand the list of eligible providers, the DCHA shall give the Union notice of the proposed additions.

3. *Union Option to Select Provider*—The parties acknowledge that optical and dental benefits currently are provided by a service provider identified by the District of Columbia under the predecessor agreement. If at any time during the term of this Agreement such benefits are no longer provided to bargaining unit employees through the District of Columbia's arrangement, or at the Union's option, the parties agree that the Union shall have the right to independently secure a service provider for optical

and dental benefits for bargaining unit employees. Such provider must be acceptable to the DCHA. At the Union's option, the DCHA shall pay an amount for such benefits to a service provider selected by the Union or directly to employees: provided that, the total costs shall not exceed the total amount DCHA is, or would be, required to pay the current provider to fund the benefits for the term of this Agreement.

4. *Increase in D.C. Rates*—If the above rates are increased for the District Government's Compensation Units 1 and 2 during the term of this Agreement, DCHA will grant the same increases to the benefits described above.

5. *Premium Payments*—The Employer will make premium payments only on behalf of bargaining unit employees who have enrolled with the optical and dental provider(s).

6. *Labor Management Committee*

   a. Upon approval of this Agreement, the Labor-Management Committee shall review employee utilization of the optical and dental plans and investigate and recommend methods to increase utilization.

   b. The optical/dental plan provider(s) shall be required to respond to requests for information submitted by the Union and/or the DCHA. The Union and the DCHA shall have the right to audit all financial records and any records which relate to the expenditure of DCHA paid premiums or procurement of the plan provider contract. The DCHA shall be permitted to recover any premiums that were improperly paid or paid for employees who were ineligible to receive benefits.

   c. The parties shall meet to develop procedures to implement these optical and dental benefit programs which shall be binding upon the provider(s).

Section E—Pre-Tax Benefits

1. Employee contributions to benefits programs established pursuant to D. C. Official Code §1-611-19 (2001 ed.), including the DCHA Health Benefit Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions

shall not affect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contribution to existing life insurance, retirement system, and for any other DCHA program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

Section F—Retirement

1. DEFERRED COMPENSATION PROGRAM:

   As prescribed by §1-626.05 and related Chapters of the D. C. Official Code (2001 Edition), employees covered by this Agreement shall be eligible to participate in the District's Deferred Compensation Program. The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contribution reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees can choose from various fixed or variable investment options.

2. CIVIL SERVICE RETIREMENT SYSTEM (CSRS):

   As prescribed by 5 U.S.C. 8401 and related chapters, employees first hired by the DCHA before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U. S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:

   a. Age 55 and 30 years of service;

   b. Age 60 and 20 years of service;

   c. Age 62 and 5 years of service.

   Under Voluntary Early Retirement, which must be authorized by the U. S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

a. Age 50 and 20 years of service;

b. Any age and 25 years of service.

3. DEFINED CONTRIBUTION PENSION PLAN:

a. All eligible employees hired by the DCHA on or after October 1, 1987, are enrolled into the defined contribution pension plan.

As prescribed by §1-626-09(c) of the D. C. Official Code (2001 Edition) after the completion of one year of service, the DCHA shall contribute an amount of not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. DCHA funds this plan; there is no employee contribution to the Defined Contribution Pension Plan. Employees are fully vested after five (5) years of participation in the plan.

Section G—Metro Pass Subsidy

Effective January 1, 2009, DCHA shall subsidize the cost of monthly transit passes by twenty five dollars ($25.00) per month for employees who purchase and use such passes to commute to and from work.

ARTICLE 31

REDUCTIONS IN FORCE

Section A—General

1. The Parties acknowledge that the DCHA strives to maintain its workforce, including positions held by bargaining unit members at levels which are adequate to successfully perform its mission and the strategic objectives that DCHA is mandated to fulfill. Accordingly, DCHA will not implement any reduction in force,unless the conditions described in 2. a, below, should arise.

2. Changes in DCHA's mission, functions, operations, and its organization are an inevitable result of its progress. Adjustments in staffing requirements also are unavoidable when change is required. In certain circumstances, DCHA may have to abolish positions and release bargaining unit members from their positions. DCHA agrees that reductions in force affecting bargaining unit members will only be implemented if DCHA determines that:

a. DCHA will not be funded at a level sufficient to maintain current workforce levels and a reduction in personnel expenses by a reduction in force is necessary to eliminate budgetary shortfalls; or

b. There is a lack of work because of the contracting out of a unit, department, or specialized function, in accordance with Article 29, Section A.

Section B—Notice

The DCHA agrees to provide the Union with at least thirty (30) days notice prior to notification to employees of a proposed reduction in force. The DCHA shall consult with the Union, and it shall respond to the Union's requests for information related to the proposed reduction in force that are reasonable and relevant to the Union's assessment of the impact of the reduction in force on bargaining unit employees.

Section C—Procedures

The DCHA shall conduct the reduction in force in accordance with the Reduction in Force procedures set forth in Appendix B; attached hereto and incorporated herein.

ARTICLE 32

REORGANIZATION/REALIGNMENT

Section A—Notice to the Union

Prior to the DCHA's implementation of a reorganization/ realignment, the DCHA shall notify the Union, in writing, and shall provide the Union with the following:

1. A description of the purpose and nature of the changes;
2. Organizational charts, both existing and proposed;
3. Mission and function statements, both existing and proposed;
4. Staffing patterns, both existing and proposed; and
5. Any other relevant information needed by the Union to evaluate the reorganization and its impact on the bargaining unit.

Section B—Negotiation Over Impact and Effect

When the reorganization/realignment directly impacts on the conditions of employment of bargaining unit employees, the Union shall be given the opportunity to negotiate impact and effect prior to implementation.

ARTICLE 33

LEAVE ADMINISTRATION

Section A—General

1. Except as otherwise provided in this Article, or as provided in District of Columbia and/or Federal laws, leave regulations contained in the District of Columbia Personnel Manual (DPM), Chapter 12, shall apply to employees of the DCHA.
2. Employees are expected to report to work as scheduled, to return from breaks and lunch as scheduled, and to work all scheduled hours.
3. All requests for leave shall be submitted in triplicate on an Official Leave Request Form. When received by the supervisor, the form will be date stamped and one copy of the Leave Request Form, shall be immediately returned to the employee.
4. If the leave request is disapproved the reason(s) shall be indicated on the leave request form.

Section B—Notice to the Union Prior To Placement On Leave restriction Or Issuance Of Discipline

1. Management shall notify the Union President prior to issuance of a leave restriction or disciplinary action to an employee regarding attendance related problems.

   The pending action shall be delayed for a period of fifteen (15) workdays after the notice to the Union in order to provide an opportunity for the Union to counsel the employee regarding contributing causes related to the attendance problems and how to address those problems. The employee will be allowed up to one (1) hour of administrative leave to meet with a Union official for this counseling.

2. Management is not required to provide the opportunity for Union counseling to an employee, as stated in item 1, more than one (1) time in a twelve (12) month period.

Section C—Call In For Emergency or Illness

1. Requests for leave for illness or emergencies are required at least one (1) hour prior to or within the first hour of the employee's scheduled tour of duty. Failure to contact the DCHA within this time period may cause disapproval of the leave request, except when the reason for the late notification is unavoidable.

2. All requests shall be called into the employee's immediate supervisor. If the immediate supervisor is not on duty or cannot be reached, the employee should call the next senior supervisor or the managers office. The supervisor receiving the call shall immediately convey the request to the proper supervisor.

3. Tardiness from duty of less than fifteen (15) minutes, due to an unavoidable circumstance, may be excused without charge to annual leave, sick leave, or leave without pay, at the discretion of the immediate supervisor.

Section D—Annual Leave

1. The following provisions govern the accrual of annual leave:

   Employees shall earn annual leave at the rate of:

   a. Thirteen (13) days per leave year earned at four (4) hours per two-week pay period from the first full pay period of employment through the end of the third year of employment.

   b. Twenty (20) days per leave year earned at 6.1538 hours per two-week pay period beginning with the fourth year and continuing through the fourteenth year of employment; and

   c. Twenty-six (26) days per leave year earned at eight (8) hours per two week pay period beginning at the fifteenth year of employment.

      (1) Annual leave shall accrue from the first full pay period of employment.

(2) Management agrees to provide each employee with the opportunity to use all accumulated annual leave.

(3) Annual leave which is not used may be accumulated from year to year. The maximum annual leave an employee may carry over to the next year is two hundred forty (240 hours). Unused leave that is in excess of two hundred forty (240) hours should be scheduled and used by the end of the leave year. In an extraordinary circumstance, the Executive Director may allow the carry over of more than two hundred forty (240) hours.

(4) Employees shall receive a lump sum leave payment for all accrued annual leave not used at the time of retirement, resignation, or other separation from the DCHA, which shall be paid at the employee's hourly rate at the time of separation.

2. Request for Annual Leave

a. Annual leave requests shall be submitted to the employee's immediate supervisor. Denial of annual leave requests shall be based upon factors which are reasonable, equitable, and do not discriminate against any employee or groups of employees. To contribute to overall work efficiency and to enable approval of leave at the employee's convenience, requests for annual leave, except in emergency situations, must be made in advance, in accordance with the following;

b. Annual Leave Request/Approval Schedule

Duration of Leave Number of Workdays	1 Day	2-3 Days	4-10 Days	11 or More Days
Employee request (number of workdays in advance)	2	3	5	10
Management must approve or deny and return to the Employee (number of Workdays from receipt)	1	2	3	3

c. No response from management in the appropriate response time is deemed approval of the leave request.

3. Exception to the Above Schedule for Peak Vacation and Holiday Seasons:

   a. (1) Employee leave requests are due February 1, or on the first workday thereafter, for leave during June, July or August.

      (2) Management shall publish the leave schedule by February 15, or on the firstworkday thereafter.

   b. (1) Employee leave requests are due July 1, or on the first workday thereafter, for leave during Thanksgiving week or in December.

      (2) Management shall publish the leave schedule by July 15, or on the first workday thereafter.

4. Approval of leave requests shall be determined by seniority within a classification.

5. The DCHA recognizes that unforeseen circumstances may prohibit compliance with these timelines. Consideration shall be given to such circumstances. Requests for annual leave shall not be unreasonably denied.

6. Every effort shall be made to grant employee(s) leave during the time requested. If operations would suffer by scheduling all requests during a given period of time, the schedule shall be worked out with all conflicts to be resolved by application of seniority by classification. Except in emergency situations, no changes shall be made after vacation schedules are posted, except by mutual agreement between the employee and his/her supervisor.

7. Request for Emergency Annual Leave

   a. If possible, employees shall notify their supervisor of the need for emergency leave prior to the start of the employee's tour of duty. In an unforeseen emergency, a family member may contact the employee's supervisor, however, the employee must make direct contact with his or her supervisor or the next higher level manager as soon as possible, but no later than the end of the employee's next scheduled workday.

b. The employee's request for immediate or emergency annual leave shall be immediately granted or denied. Consideration of the emergency circumstances presented by the employee as well operational requirements is required.

Section E—Sick Leave

1. The following provisions govern sick leave:

   a. Employees shall earn sick leave at the rate of four (4) hours per two-week pay period from the first full pay period of employment and may be used by the employee thereafter.

   b. The accrual of sick leave shall be carried over from year to year and shall be accumulated in an unlimited amount.

2. Requests for Sick Leave

   a. Supervisors shall approve sick leave for employees who are incapacitated from the performance of their duties due to illness. Sick leave may also be used by employees to care for sick family members. Such family members shall include the employee's spouse, parent, and child. Employees shall request sick leave as soon as possible on the first day of the sickness.

   b. Employees shall advise their supervisor at the time of the call requesting sick when he/she believes recovery and return to work will take more than one (1) day (up to three continuous workdays). If the duration of the illness exceeds the time initially requested, the employee shall be required to so advise the supervisor.

   c. Except when an employee is on leave restriction, employees shall not be required to furnish a doctor's certificate to substantiate sick leave requests unless such sick leave exceeds three (3) continuous workdays for a personal illness or the illness of a family member as identified in item (a) of this section.

   d. To the extent possible sick leave shall be requested and approved in advance for visits to and/or appointments with licensed health care providers, and for the purpose

of securing diagnostic examinations, treatments and X-rays.

e. Leave Restriction: In cases where Management has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privilege, the employee must, upon request, furnish a doctor's certificate for each absence from work which is claimed as sick leave. The leave restriction requiring an employee to furnish a doctor's certificate for each absence charged to sick leave shall be reviewed within ninety (90) calendar days. Where improvement in use of sick leave is evident, the documentation request shall be rescinded. At no time shall an employee be required to furnish a doctor's certificate for longer than six (6) months after the initial leave restriction.

Section F—Return to Duty

When an employee returns to duty from a medical leave of absence exceeding three (3) workdays, he/she shall provide a doctor's certificate which indicates that the employee is able to return to full duty. In cases where the doctor's certificate is insufficient to allow the DCHA to determine that the employee can return to full duty, the employee shall be given three (3) workdays to produce sufficient documentation. In the interim the employee shall be placed on approved leave, e.g., sick leave, annual leave, or in instances where the employee has no available leave the employee shall be placed on leave without pay.

Section G—Court Leave

1. Court Leave is a period of paid leave due to subpoena or other order of the court that an employee appear for jury duty or as a witness in a court proceeding, as provided in this section.

2. Court leave shall be authorized for employees summoned for jury duty. Court leave is not authorized for time when the employee is excused or discharged by the court for an indefinite period even though the employee may be subject to call by the court.

3. Compensation received from the court while the employee is on jury duty must be returned to the DCHA.

4. Court Leave shall be authorized when an employee is a witness on behalf of the United States, state or local government or the DCHA.

5. Employees on court leave due to court appearance for periods of less than one (1) full day shall not be required to return to work unless they can reasonably be expected to work at least two (2) hours of their regular shift.

Section H—Leave of Absence

1. Employees may be granted a leave of absence for up to one (1) year. The leave of absence may be charged to annual leave or leave without pay, at the employee's option.

Section I—Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted paid bereavement leave for up to a maximum of three (3) successive workdays upon request. The immediate family is defined as the parent; stepparent; parent-in-law; a natural, adopted, foster or step child; sister; brother; sister-in-law; brother-in-law; daughter-in-law; son-in-law; grandparent; grandchild or other dependent family members residing in the employee's household. Upon request by the DCHA, the employee shall be required to provide substantiating documentation regarding the familial relationship to the deceased.

Section J—Maternity Leave

Maternity leave is defined as a period of approved absence for incapacitation related to pregnancy and confinement which may be charged to leave without pay, accumulated sick leave and annual leave, or a combination thereof.

The employee shall advise the DCHA as far in advance as possible of her intent to request leave for maternity reasons, and shall inform the DCHA of the type of leave she expects to use, approximate beginning date of the absence, and the anticipated duration of the absence.

Section K—Parental Leave

Parental Leave shall be granted following the birth or adoption of a child or placement a foster child in accordance with the D. C. and Federal FMLA.

Section L—Leave to Donate Blood

Paid leave, not to exceed four hours on any one occasion, shall be granted for the purpose of donating blood at the Red Cross Blood Bank.

Section M—Military Leave

Employees who are members of the United States Armed Forces or the National Guard are entitled to leave without loss in pay, leave, or service time for the following:

1. Up to fifteen (15) days in a calendar year in which he or she is on active duty or is engaged in a field or coast defense training;
2. Up to twenty two (22) days in a calendar year if performing full time military service for the purpose of enforcing the law; or
3. For each day of a parade or encampment ordered or authorized by the Commanding General, if a member of the D. C. National Guard.
4. The amount other than travel, transportation or per diem allowance) received by the employee for military service under the terms of this Article, shall be credited against the pay due the employee. The employee must provide a copy of his/her orders two (2) weeks in advance of the requested leave or promptly upon receipt if not available two (2) weeks in advance.

Section N—Leave To Conduct Union Business

1. Employees elected to Union office or selected to perform Union work unrelated to the DCHA shall submit a written leave request for leave without pay or annual leave two (2) weeks in advance of the first day of absence. The leave request shall contain the reason for the request and dates of commencement and termination of the leave and shall be submitted to the immediate supervisor of the employee.
2. The Director of Human Resources shall have the right to grant or deny such requests. If the leave request is denied by the Director of Human Resources, the employee shall be provided with written justification for the denial. If granted,

the initial leave of absence shall not exceed one (1) year, and the cost of employee benefits during that period will not be borne by the DCHA.

Section O—Other Paid Leave

1. *Voting Leave:* Where the polls are not open for at least three (3) hours, either before or after an employee's regular hours of work, the employee may, upon request, be granted an amount of excused time which shall permit the employee to report to work three (3) hours after the polls open, or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off. Leave for voting shall be allowed in accordance with personnel rules and regulations.

2. *Examinations:* Employees shall be excused without charge to leave for the purpose of taking employment medical examinations required by DCHA, DCHA owned vehicle operator examinations, or other examinations which DCHA requires or requests employees to take in order to qualify for reassignments, promotions, at the continuation of his/her present job. An employee shall also be excused without charge to leave for the purpose of taking an examination whenever, in the judgment of DCHA, the employee shall benefit thereby. Absence from duty in order to take an examination primarily for the employee's own benefit and not connected to DCHA must be requested in accordance with general leave provisions.

Section P—Education Leave

After the completion of one (1) year of service with DCHA, an employee, upon request, may be granted a leave of absence without pay for educational purposes, provided that successful completion of the course shall contribute to the work of DCHA. The period of the leave of absence may not exceed one (1) year, but may be extended at the discretion of DCHA. If an employee is returning from educational leave during which he/she has acquired the qualifications of and for a higher grade position, he/she shall not have lost any of his/her rights in being evaluated for the higher grade position. The continuation of benefits shall be consistent with the DCHA policies and procedures.

Section Q—Professional and Administrative Leave

1. DCHA may grant paid professional leave to employees to participate in seminars, institutions, examinations, and other activities away from DCHA directly related to work.
2. Administrative leave is an officially approved absence from duty without loss of pay and without charge to leave.
   a. Employees shall be granted administrative leave to visit the Union office. Management shall consider and discuss with the employee the appropriate time to release employee. Employee visits to the Union office shall not be confined to non work hours.
   b. Upon request from management, the Union will provide confirmation of the employee's meeting.

Section R—Holidays

The DCHA allows the following paid holidays:

(a) New Year's Day	(January 1st)
(b) Birthday of Dr. Martin Luther King, Jr.	(3rd Monday in January)
(c) President's Day	(3rd Monday in February)
(d) Memorial Day	(last Monday in May)
(e) Independence Day	(July 4th)
(f) Labor Day	(1st Monday in September)
(g) Columbus Day	(2nd Monday in October)
(h) Veteran's Day	(November 11)
(i) Thanksgiving Day	(4th Thursday in November)
(j) Christmas Day	(December 25th)
(k) Inauguration Day	(Once every four years)
(l) Emancipation Day	(April 16th)

ARTICLE 34

PERSONAL LEAVE INCENTIVE PROGRAM

Section A—General

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, DCHA agrees to provide personal leave incentive in accordance with the following:

1. A full time permanent employee who is in a pay status for the leave year shall accrue annually:

   a. Five (5) personal leave days (forty (40) hours) for using less than two (2) days of accrued sick leave in a year.

   b. Four (4) personal leave days (thirty-two (32) hours) for utilizing a total of more than two (2) days of accrued sick leave in a year.

   c. Three (3) personal leave days (twenty-four (24) hours) for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave in a year.

   d. Two (2) personal leave days (sixteen (16) hours) for utilizing a total of more than four (4) but not more than five (5) days of accrued sick leave in a year.

2. Employees shall be compensated for personal leave days earned in accordance with Section A above at the employee's regular hourly rate on or before the 2nd pay period in February of each calendar year.

Section B—Eligibility

To be eligible, an employee must be in an active pay status for twenty-six (26) pay periods during the leave year. Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for personal leave incentives under this Article. Sick leave usage for maternity and/or a serious health condition as defined in the D.C. Family and Medical Leave Act (D.C. Code 2001 Ed. §32-501), not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for personal leave under this Article.

Section C—Part-time Employees

Part-time employees are not eligible for personal leave as provided in this Article.

ARTICLE 35

ANNUAL LEAVE BUY-OUT

Section A—Lump Sum Payment

An employee who is separated or is otherwise entitled to a lump sum payment under this Agreement shall receive such

payment for each hour of unused annual leave in the employee's official leave record.

Section B—Computation

The lump sum payment shall be computed on the basis of the employee's hourly rate at the time of separation.

ARTICLE 36

ADMINISTRATIVE CLOSINGS AND COMMON EMERGENCY

The District of Columbia Housing Authority places the highest priority on the welfare of its residents and its workforce. Work attendance and productivity from all employees are essential to the success of the operations. It is recognized, however, that occasions occur that may disrupt the operation of the Authority. To address such situations, management has designated essential positions and personnel who must report to, or stay at work, during periods of administrative closings.

Section A—Designation and Notification

Within thirty (30) days of the signing of this agreement, and annually thereafter, management will provide to the Union, a list of all positions that are designated essential. The designated positions will be divided into categories such that in certain circumstances only a portion of the essential employees will be required to report to work. Incumbents of all positions designated as essential will be notified and appropriate documentation will be forwarded to the Union President, the employees' official personnel file and the employee. Management will provide the procedures and guidelines for communicating emergency situations to the workforce and to the Union.

Section B—Exception to Advance Designation of Essential Status

1. In some emergency situations advance designation and written notification may not be possible. In these instances it may be necessary to resort to radio and television public service announcement or other emergency procedures to summon employees who have not been previously designated as essential to report to or remain on duty if their services are required.

2. In extremely unusual circumstances the Executive Director may determine that a particular situation does not require the services of some or all of the employees designated as essential. In these circumstances, when it is determined that the services of essential employees will not be required, notification will be made by radio or television public service announcements or other emergency procedures notifying those employees not to report to work.

Section C—Definitions

1. Essential Positions

   Essential positions are those that require performance of duties which are vital to the continuity of public safety, emergency services or other crucial operations which cannot be suspended or interrupted during periods of administrative closings.

2 Essential Employees

   Essential employees are those who occupy essential positions. Employees occupying positions designated as essential are required to:

   a. Remain at their duty station when a condition is declared which results in early dismissal;

   b. Report to their duty station as scheduled when non-essential employees are excused during a period of administrative closing;

   c. Make every effort to report to duty as scheduled and, if unable to do so, notify their supervisor as soon as possible of their inability to report to work. Failure to report or remain on duty as required will result in a charge to appropriate leave. Unjustified absences during administrative closings will result in a charge of AWOL.

3. Administrative Closing

   Administrative closing is a curtailment of services due to a determination by the Executive Director that non-essential employees will be dismissed prior to the end of the work day or when non-essential employees are excused from reporting to duty on a regularly scheduled workday, ad-

ministrative closing may occur as the result of emergencies such as:

a. scheduling of an event in the District of Columbia that causes serious disruption of public services,

b. weather conditions (such as heavy snow, floods, hurricanes, excessive heat),

c. air pollution,

d. power failures or other situations determined by the Executive Director to be appropriate for curtailment of non-essential services, and

e. emergency circumstance which calls for immediate action in a situation which is not expected to be of a recurring nature.

The emergency situation must be general in scope rather than personal.

4. Common Emergencies

Common emergencies are those occurrences where a specific skill is needed to correct a situation occurring on DCHA's property, outside of the employee's normal tour of duty. Such situations, if unattended, will have the potential to impact the welfare of residents, the workforce, or the public.

Examples of such situations include leaking water pipes, electrical failure that is DCHA's responsibility, structural damage, toilet malfunctions, fires, etc.

Section D—Compensation

1. Employees who occupy essential and non-essential positions and are required to work when other employees are released due to administrative closings shall earn compensatory time or pay at the employee's hourly rate, on an hour for hour basis, for each hour worked during their normal tour of duty.
2. Receipt of compensatory time or pay shall be the employee's choice.
3. Hours worked outside the employee's normal tour of duty shall be compensated in accordance with Article 40.
4. If compensation time earned in accordance with this Article is not used within six (6) months, due to man-

agement's denial of leave request, the employee shall be compensated at the appropriate hourly rate in accordance with this Section.

ARTICLE 37
WAGES

Section A—Fiscal Year 2008

1. Effective on the beginning of the first full pay period after May 1, 2008 the step progression for DS pay scale shall be as follow:

Step Progression	*Waiting Period*
Step 1 to 2	1 Year
Step 2 to 3	1 Year
Step 3 to 4	1 Year
Step 4 to 5	1 Year
Step 5 to 6	2 Years
Step 6 to 7	2 Years
Step 7 to 8	2 Years
Step 8 to 9	2 Years
Step 9 to 10	2 Years

Section B—PIC Compensation

In lieu of the PIC compensation percentage rate for the first year of the collective bargaining agreement, the parties have agreed to a raise of 3.5%. Currently, the ten (10) PIC factors used to determine the compensation are as follows:

1. Complete non-emergency work orders in 15 days.
2. Number of families achieving family self-sufficiency to 230 (cumulative).
3. Cash Rent Collection (98% of total cash collected).
4. REAC inspection will achieve a score of 75%.
5. Unit turn around time to 21 days.*
6. HUD-PIC/TCS report accuracy and timely (95% completed and 2% error).
7. Determine adjusted income accurately (audit of files) (80%).

8. HCVP Lease Up (97% per unit month).
9. Reduce 1 and 2 day sick leave usage by 50%.
10. Improve external and internal customer service.

**Units rejected by 3 or more prospective tenants shall not be included in the calculation of this item.*

The maximum PIC percentage for the duration of the contract shall be 4.5%.

During the second, third and fourth years of the collective bargaining agreement, the baseline for PIC compensation shall be 1.25% and the variable percentage shall total 3.25%. During the second year of the collective bargaining agreement the sick leave usage factor (#9) shall be granted the maximum percentage (.325%) and the customer service factor (#10) shall be granted the maximum percentage (.325%).

The DCHA and the Union shall establish a PIC Committee to create new factors to determine the PIC compensation no later than November 1, 2008. The Committee shall consist of an equal number of representatives from the DCHA and the Union. The Committee shall create new PIC factors to be applied during the second, third and fourth years of the collective bargaining agreement. The factors shall be established no later than January 1, 2009.

Once the PIC factors are established, the DCHA shall provide the Union with the information needed to evaluate the performance of the PIC factors within 21 days after the end of each fiscal quarter. If the DCHA fails to provide the information needed to evaluate any factor, the Union shall be entitled to the maximum percentage for the respective fiscal quarter for the respective factor.

Section C—Bonus

In any year in which the PIC percentage is achieved, including the base, is 4.5%, the DCHA will pay each employee a bonus of .5% of his or her annual salary. The annual salary is the annual figure on the salary schedule for his or her grade and step as of the end of the fiscal year.

Section D—PIC Savings Clause

1. DCHA and the Union will work collaboratively as a Labor-Management Team to monitor the progress toward achieving the PIC objectives. This committee will review

work processes and procedures as they relate to each factor and make appropriate recommendations to the Executive Director.

2. If at any point the committee determines that there are barriers to reasonably achieving a particular goal, and the barriers have continued for more than four (4) months, the committee shall determine whether the Union will receive the maximum percentage for the respective fiscal quarter for the respective factor affected by said barriers.

Section E—Wage re-opener

1. If, during the term of this agreement or any extension thereof, the United States Department of Housing and Urban Development reduces the operating subsidy of DCHA below the current level, the Executive Director may request to re-open negotiations on wages only. If such a request is made the parties agree to re-open negotiations on wages only.

ARTICLE 38
ON CALL PAY

Section A—General

1. For the purpose of this Agreement, "on" call is defined as when an employee is required to remain accessible by pager, cell phone or any communication device after their normal tour of duty.
2. The employee's schedule must specify the hours during which the employee is required to remain on call.
3. The employee shall be compensated at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

ARTICLE 39
CALL-BACK\CALL-IN OVERTIME

Section A—Call Back

1. A minimum of four (4) hours of work shall be credited to any employee who is called back to perform unscheduled

work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment or is called in on a day on which he/she is not regularly scheduled to work.

2. The employee shall be paid from the time they receive the notice to come back until the emergency is abated.

Section B—Call In

When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of work shall be credited to the employee.

Section C—Compensation

The rate of pay will be determined in accordance with Article 40 of this Agreement.

ARTICLE 40
OVERTIME/COMPENSATORY TIME

Overtime work must be officially ordered and approved by the employee's immediate supervisor or a designated authorizing SCHA official before it is performed. Overtime work for non-exempt employees under the Fair Labor Standards Act (FLSA) shall be defined, earned, computed and paid as indicated below:

Section A—Calculation of Overtime

1. Hours of work authorized in excess of eight (8) hours in pay status in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the same eight (8) hour workday.

2. The unscheduled leave rule will not apply in a call-in, call-back situation.

3. Subject to the provisions of Section C, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2x) for each hour of work for which overtime is payable, including all premium pay earned. An employee is paid for overtime

work performed on a Saturday, Sunday, or Holiday at the same rate as for overtime performed on any other day.

4. All hours worked by an employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment or, when the employee is not scheduled and has been informed in advance, on one of the days when he/she is off duty, shall be overtime work paid in accordance with Section A.2.

5. Receipt of overtime pay or credit of compensatory time in lieu of overtime pay shall be at the employee's option. Designation of overtime pay or receipt of compensatory time in lieu of overtime pay shall be made prior to performance of overtime work.

Section B—Distribution of Overtime, Advanced Notice

Overtime assignments shall be distributed equitably among volunteers from the work unit or property in which the overtime work is to be performed. If enough volunteers are not available from that work unit or property, DCHA shall distribute the remaining overtime assignments equitably among qualified employees.

An employee assigned to work overtime may be excused at the supervisor's discretion, if the employee has a valid reason. Each situation shall be considered on its merits.

Section C—Notice of Mandatory Overtime

1. Except in an emergency, DCHA shall notify employees at least three (3) hours in advance when overtime work is required at the end of the employee's normal work day.

2. When a supervisor requests or directs an employee to perform overtime work the supervisor shall make every reasonable effort to give the employee a written statement that the overtime work has been authorized by the Executive Director.

3. For purposes of this Article an emergency is defined as an event that is not under the control of DCHA which threatens the health and safety of residents, employees or other persons exposed to the situation.

Section D—Overtime Records

The DCHA shall properly record on "time and attendance" forms, overtime hours worked, and shall process the forms so that the employee(s) may be paid no later than the first pay period following the one in which the work was performed.

Section E—Reimbursement for Documented and Approved Compensatory Time

1. Employees shall be allowed to apply for and receive payment of compensatory time one time each year.
2. For purposes of this Section, a year is identified as beginning on the first full pay period in January and ending on the last day of the last pay period in December.
3. Requests for payment of compensatory time must be submitted between December 1st and December 31st.
4. Payment shall be made by February 1st.
5. Compensatory time earned (documented and approved) subsequent to the employee's request for payment shall be available for payment application in the next calendar year in accordance with item A, above.

Section F—Compensatory Time Bank

Compensatory time earned under the provisions of this Article shall be maintained in an FLSA Compensatory Time Bank that shall be separate and apart from any bank of compensatory time not carried under FLSA.

ARTICLE 41

NIGHT DIFFERENTIAL/SUNDAY PREMIUM/HOLIDAY

Section A—Night Differentials

Employees covered by this agreement are entitled to receive night differential pay at a rate of ten percent (10%) in excess of their basic rate of compensation for work performed between the hours of 6:00pm and 6:00am.

Section B—Sunday Premium

A full-time employee assigned to a regularly established tour of duty, any part of which includes hours that fall between midnight Saturday and midnight Sunday, is entitled to Sunday

premium pay for each hour of work which is not overtime work and which is not in excess of eight (8) hours for each tour of duty which begins or ends on Sunday. Sunday premium is computed on the employee's basic rate of compensation.

Section C—Holiday Pay

An employee who works on a legal holiday shall be paid double time (2x) for all hours worked on the holiday.

ARTICLE 42
ENVIRONMENTAL DIFFERENTIAL

Section A—Objective

The DCHA has as its objective, the elimination or reduction to the lowest level possible; all hazards, physical hardships, and working conditions of an unusual nature. When the DCHA does not overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential is warranted. The creation of an environmental differential will not deter the DCHA's continuing efforts to abate the hazard, physical hardship, or working condition of an unusual nature, when feasible.

Section B—Policy and Schedule of Differentials

Environmental differential means additional pay authorized as specified in this Article for a category of work situations. An environmental differential is paid to a DCHA employee who is exposed to an unusual hazard, physical hardship or working condition of an unusual nature which has been identified in a Policy on Environmental Differentials established by the DCHA and attached hereto and incorporated herein as Appendix C. The schedule of environmental differentials shall define the methods of payment and the various degrees of hazards, physical hardships, and working conditions of an unusual nature for which differentials are payable.

Section C—Employee Request

1. Any bargaining unit employee or the Union may initiate a request to his/her immediate supervisor or Department Director to determine the appropriateness of the application of an environmental or hazardous differential.

2. Where possible, the immediate supervisor or Department Director should review the request, and make a determi-

nation as to whether the employee is entitled to an environmental differential before an employee is required to work in a situation where such exposure is claimed. Any appeal of the final determination of whether an employee is entitled to environmental differential shall be through the grievance procedure established in Article 9.

Section D—New Hazards

Amendments to the categories of hazards identified in Appendix D, in the form of additions, deletions, or changes may be made by the Executive Director on his own initiative or at the request of the Union or an employee. The DCHA's failure to honor a request for a change, deletion or addition to the categories of hazards may be the subject of a grievance in the procedures set forth in Article 9.

Section E—Differential Amount

The amount of differential rates and categories of exposure applicable to DCHA shall be in accordance with Appendix C.

ARTICLE 43
DEPENDENT CARE ACCOUNTS

The DCHA shall strive to implement the "dependent care account" pursuant to IRS regulations. The account allows employees to voluntarily request payroll deductions in amounts up to the maximum amount allowed by law. Employees may withdraw such funds to reimburse themselves for dependent care expenses for children not older than thirteen (I3) years of age or dependent adults who cannot care for themselves. The employee must submit the name, address and taxpayer identification number of the dependent care provider to the DCHA before the funds are withdrawn.

ARTICLE 44
SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement is held invalid and unenforceable by any court or higher authority of competent jurisdiction, such decision shall apply only to

the specified article, section, or portion thereof specified in the decision; and upon issuance of such a decision, either party may demand immediate negotiation for a substitute for the invalidated article, section, or portion thereof.

ARTICLE 45

DURATION AND FINALITY OF AGREEMENT

Section A—Duration

This Agreement shall remain in full force and effect from October 1, 2007 until September 30, 2011, except where a different effective date for specific provisions is agreed upon. If disapproved because one or more provisions are asserted to be contrary to applicable law or if not ratified by the Union, the parties shall meet immediately to negotiate a legal replacement provision or to delete the offensive provision.

Section B—Emergencies

In the event that a state of civil emergency is declared by the Mayor or any other official authorized by law (civil disorders, natural disasters, etc.), the provisions of this Agreement may be suspended by the Director during the emergency.

Section C—Renewal

This Agreement shall remain in effect until September 30, 2011, in accordance with Section A of this Article, and shall automatically renew for one (1) year periods thereafter unless either party provides written notice to the other party of its intent to terminate or modify the Agreement no later than May 4, 2011, or any subsequent May 4 anniversary thereafter. In the interim, the provisions of this Agreement shall be applicable until such time as a new Agreement is negotiated.

Section D—Terms And Conditions Not Covered

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the DCHA's direction and control provided, however, that if the

DCHA desires to institute a major change that has a significant impact upon the term(s) or condition(s) of employment of the entire bargaining unit or any group of bargaining unit employees, the Employer shall provide advance notice to the Union and upon written request of the Union the parties shall promptly negotiate the impact of such change.

IN WITNESS THEREOF, the parties have fully executed this Agreement on this 12th day of December, 2008.

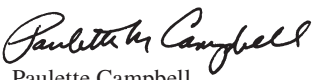
DCHA



Michael Kelly
Executive Director



William Knox
Chief of Staff



Paulette Campbell
Director
Human Resources



Hans Froelicher
General Counsel

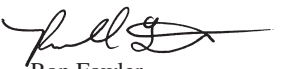


Ronnie Thaxton
Manager
Labor and Employee Relations

AFGE, Local 2725



Eric Bunn
President



Ron Fowler
Chief Steward



Melvina Middleton
Steward



La Keisha Durant-Carr
Secretary

APPENDIX A:
TABLE OF APPROPRIATE PENALTIES

	PENALTIES		
OFFENSE OR INFRACTION	**FIRST OFFENSE**	**SECOND OFFENSE**	**THIRD OFFENSE**
1. Fraud in securing appointment or falsification of official records:			
a. Falsification of application for appointment or other personal history record by omission, or by making a false entry, with respect to a material item which would have precluded or cast doubt upon the availability of selection for appointment or promotion.	Removal	Removal	Removal
b. Intentional falsification of application for appointment or other personal history record by omission, or by making a false entry, with respect to a minor item which would not have adversely affected the selection for appointment or promotion.	Suspension for 14 to 28 days to Removal	Suspension for 28 days or Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
c. Other falsification of material facts by omission, or by making a false entry, in official documents or records where property or funds are misused, but not for personal gain.	Suspension for 14 to 28 days	Suspension for 28 days or Removal	Removal
d. Other falsification of material facts by omission, or by making a false entry in official documents or records where property or funds are not misused.	Suspension for 7 to 14 days	Suspension for 28 days or removal	Removal
2. Incompetency:			
a. Inability to satisfactorily perform one or more major duties of his or her position.	Reduction in pay, grade, and/or rank, or removal	Removal	Removal
b. Revocation or suspension of state or District of Columbia permit, or license required to perform part or all of the employee's duties.	Reduction in rank or grade, or removal	Reduction in grade or removal	Removal
3. Inefficiency:			
a. Negligent or careless work performance.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
b. Failure to satisfactorily perform one or more major duties or his or her position.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal
4. Inexcusable neglect of duty:			
a. Negligence in performance official duties, including failure to follow verbal or written instructions.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal
b. Failure to observe precautions regarding safety, posted rules, signs, or other written or oral safety instructions, or to use protective clothing or equipment when such use is required.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal
c. Failure, without reasonable cause, to carry out an officially assigned duty, task, or responsibility.	Reprimand to suspension for 7 days	Suspension for 14 to 28 days	Removal
d. Providing misleading or inaccurate information to superiors, the Council, Congress, or the public.	Suspension for 7 to 14 days	Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
e. Ignoring, concealing, or covering up a recognized offense or material fact for another employee, a supervisor, or a subordinate employee, which, if revealed, may result in disciplinary action being taken against the employee.	Reprimand to suspension for 14 days	Suspension for 14 days to 28 days	Suspension for 28 days to removal
f. Serious or repeated violations of traffic regulations while driving a government vehicle or a vehicle rented or leased for official government purposes. Also, reckless driving or improper operation of any motor vehicle on any DCHA premises.	Reprimand to suspension for 7 days	Suspension for 14 to suspension for 28 days	Suspension for 28 days or removal
g. Sleeping on duty where safety of personnel or property is not endangered thereby.	Reprimand to suspension for 7 days	Suspension for 7 to 14 days	Suspension for 14 to 28 days or removal
h. Sleeping on duty where safety of personnel or property is endangered thereby.	Suspension for 14 to 28 days	Suspension for 28 days to Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
i. Loafing (willful idleness or deliberate failure to work on assigned duties).	Reprimand	Suspension to 14 days	Suspension for 14 to 28 days or removal
5. Insubordination:			
a. Failure or refusal to comply with written instructions or direct orders by a superior.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal
b. Refusal to accept a detail, reassignment, or change in duty location or tour of duty.	Suspension for 14 to 28 days	Removal	Removal
c. Refusal to carry out assigned duties and responsibilities.	Suspension for 14 to 28 days	Removal	Removal
6. Dishonesty:			
a. Theft or misappropriation of government-owned or private property of nominal value (less than $25).	Reprimand to suspension for 7 to 14 days	Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
b. Theft or misappropriation of government-owned or private property of more than nominal value (more than $25).	Suspension for 14 days to Removal	Removal	Removal
c. Deliberately misrepresenting facts of a situation in order to avoid carrying out assigned duties and/or responsibilities.	Suspension for 14 days to removal	Removal	Removal
d. Misuse, whether or not for personal gain, of government, funds or property, or other funds or property which come into the employee's possession by reason of his or her official position.	Suspension for 14 days to removal	Removal	Removal
e. Submission of falsely stated travel, payroll, time and attendance, loan, or purchase vouchers, or their supporting documents.	Suspension for 14 days to removal	Removal	Removal
7. Drunkenness on duty:			
a. Being under the influence of alcohol while on official duty, including reporting for duty under the influence of alcohol, to a degree which would interfere with proper performance of duty or be a menace to safety or prejudicial to the maintenance of discipline.	Suspension to 7 days	Suspension for 14 to 28 days	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
8. On duty use of drugs not prescribed and/or obtained legally:			
a. Consumption/use of non-prescription controlled substances while on official duty.	Reprimand to suspension 14 days	Suspension for 14 to 28 days	Removal
9. Inexcusable absence without leave:			
Absence from duty without permission which was charged to "absence without official leave."			
a. Ten (10) consecutive workdays or more.	Suspension of 14 to 28 days	Removal	Removal
b. Any other period of absence charged to AWOL.	Reprimand to suspension for 7 days	Suspension for 7 to 14 days	Suspension of 28 days or removal
10. Conviction of a felony:			
a. Conviction on criminal charges for which an employee may be imprisoned for more than one year. (A plea or verdict of guilty or a conviction following a plea of nolo contendere, to such a charge shall be deemed a conviction.)	Removal	Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
11. Discourteous treatment of the public, a supervisor, or other employee:			
a. Knowingly making false or unfounded charges or statements concerning other employees, supervisors, or management officials.	Reprimand to suspension for 7 days	Suspension for 14 to 28 days	Suspension of 28 days or removal
b. Fighting, threatening, or inflicting bodily harm on another or physical resistance to competent authority.	Reprimand to suspension of 7 to 14 days	Suspension of 14 to 28 days or removal	Removal
c. Rude or boisterous play or conduct which adversely affects production, discipline, or morale; or interferes with the work or production of others.	Reprimand to suspension for 14 days	Suspension for 14 days to removal	Removal
d. Use of abusive or offensive language or discourteous or disrespectful conduct toward the public or other employee.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
e. Use of abusive or offensive language toward a subordinate; baiting or otherwise tormenting a subordinate to violate rules, regulations, or standards of conduct; coercion in deprivation of subordinate's rights; or reprisals against a subordinate for exercising his or her rights as an appellant.	Reprimand to suspension for 7 days	Suspension for 14 to 28 days	Removal
f. Use of insulting or threatening language to official superior.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days or removal	Removal
12. Improper political, activity except as otherwise permitted by law or the constitution:	**As ordered by Merit System Protection Board**		
13. Willful disobedience except as authorized in D. C. Official Code, Title 1, Chapter 6 (2001):			
a. Unjustified refusal to testify or answer proper questions in an official District of Federal Government investigation, inquiry, or proceeding.	Removal	Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
14. Misuse, mutilation, or destruction of district property, public records, or funds:			
a. Being found at fault as a result of an investigation of an accident involving a government vehicle.	Reprimand to suspension for 14 days	Suspension for 14 to 28 days or removal	Suspension of 28 days to removal
b. Use of, or authorizing use of government vehicle for other than official business.	Suspension for 14 to 28 days	Removal	Removal
c. Use of, or authorizing use of, government property, facilities, or labor for other than official business.	Suspension for 14 to 28 days	Removal	Removal
d. Concealment, misuse, removal, mutilation, alteration, or destruction of government property, public records, or funds.	Suspension for 14 to 28 days	Removal	Removal
15. Refusal to take and subscribe any oath or affirmation which is required by *D.C. Official Code, Title 1, Chapter 6 (2001),* in connection with his or her employment, including refusal to execute an Appointment Affidavit.	Removal	Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
16. Other conduct during and outside of duty hours that would affect adversely the employee's or the agency's ability to perform effectively.			
a. Gambling during duty hours or on government premises, other than that permitted by law or regulation.	Removal	Removal	Removal
b. Promotion of, or assisting in, the operation of any organized gambling scheme during duty hours or on government premises, other than that permitted by law or regulation.	Removal	Removal	Removal
c. Illegally possessing, selling, manufacturing, dispensing, or distributing any controlled substance during duty hours.	Removal	Removal	Removal
d. Possessing, selling, or distributing any alcoholic beverage during duty hours.	Reprimand to Removal	Removal	Removal
e. During or outside of duty hours, commission of or participation in criminal, dishonest, or other conduct of a nature that would affect or has affected adversely the employee's or his or her agency's ability to perform effectively.	Reprimand to suspension for 7 days	Suspension for 14 to 28 days	Suspension for 28 days to removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
17. Engaging in a strike:			
a. Blocking or obstructing the lawful use by any other person(s) of any public thoroughfare or property, or of any position of access or exist to or from any public building, sidewalk, driveway, or the like, if engaged in as part of a labor dispute with the District government.	Removal	Removal	Removal
b. Preventing any person from engaging in or continuing in any lawful work or use of equipment, by intimidation, force or coercion of any kind, if engaged in as part of a labor dispute with the District government.	Removal	Removal	Removal
c. Failing or refusing to report to work, if such failure or refusal is engaged in as part of a labor dispute with the District government.	Removal	Removal	Removal
d. Failing or refusing to perform required duties, or performing them in an unsatisfactory manner, after warning from the employee's supervisor, if such action or inaction is engaged in as part of a labor dispute with the District government.	Removal	Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
18. Misuse of official position or unlawful coercion of an employee for personal gain or benefit:			
a. Acceptance of loans, endorsements or guarantees on loans, gratuities, favors, and the like, from persons, firms, or corporations with whom the employee has official relations.	Suspension for 14 to 28 days	Removal	Removal
b. Soliciting or accepting a loan, service, or other item of more than nominal value from a subordinate, or from a person or organization who has a personal or pecuniary interest in the manner in which the soliciting or accepting employee administers official regulations or performs his or her official duties.	Removal	Removal	Removal
c. Any use of one's official position for personal gain, including gain for family, prohibited by the conflict of interest provisions *D. C. Official Code, Title 1, Chapter 6 (2001).*	Removal	Removal	Removal

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
19. Lack of dependability:			
a. Absence from assigned duty hours without permission and without reasonable cause after warning.	Reprimand	Suspension to 14 days	Suspension of 14 to 28 days or removal
b. Failure to complete assignments in a timely manner.	Reprimand	Suspension to 14 days	Suspension of 28 days to removal
20. A finding by the Office of or Commission on Human Rights, or a court of competent jurisdiction in the District of Columbia that the employee has engaged in violation of the guarantees in *D.C. Official Code, Title 1, Chapter 6, Subchapter I and VII (2001),* in the performance of that employee's official duties.	Reprimand to removal	Removal	Removal
21. A finding that the employee has violated the provisions of *D.C. Official Code, Title 1, Chapter 6, subchapter XIX, or §1-615.03 (2001).*			

OFFENSE OR INFRACTION	PENALTIES		
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
a. Failure or refusal to take action as ordered after an administrative finding of having engaged in outside employment or having a private business activity or any direct or indirect financial interest that conflicts or has the appearance of conflicting with fair, impartial, and objective performance of officially assigned duties and responsibilities.	Removal	Removal	Removal
b. Failure to pay just financial obligation (as specified in *D. C. Official Code, Title 1, Chapter 6 (2001)* of these regulations) in a proper and timely manner.	Reprimand to suspension of 14 days	Suspension for 14 days to removal	Removal
22. Conviction of a misdemeanor, when the conviction is based on conduct that would affect adversely the employee's or the agency's ability to perform effectively. A plea of guilty, a finding of guilt, or a conviction following a plea of nolo contendere, to a charge of a misdemeanor involving the specified conduct, shall constitute prima facie evidence of the elements of the misdemeanor.	Reprimand to suspension **of 28 days**	Suspension for 28 days **to removal**	Removal

APPENDIX B:

REDUCTION-IN-FORCE PROCEDURES

This Appendix to the Agreement shall set forth the rules and procedures for conducting a reduction in force affecting bargaining unit employee as referred to in Article 31 of the Agreement.

PART I

REDUCTIONS-IN-FORCE

Section A—Definitions

When used in this Appendix, the following terms shall have the meaning ascribed:

Competing employee—An employee in tenure group I, II, or III.

Competitive area—The DCHA boundaries in which employees compete in a reduction in force, which may be lesser, but not greater, than the DCHA as a whole, as determined by the DCHA on the basis of all or a clearly identifiable segment of the DCHA's mission or a division or major subdivision of the DCHA.

Competitive level—All positions in a competitive area, in the same pay system, grade or class, and series which are sufficiently alike in qualification requirements, duties, responsibilities and working conditions so that the incumbent in any one (1) position can perform successfully the duties and responsibilities of any other position without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.

Days—Calendar days.

Displaced employees—A former employee in the Career Service who was separated by reduction in force.

Obligated position—A position to which an employee has restoration rights under the provisions of the Vietnam Veterans Readjustment Assistance Act of 1974, (title 38 U.S. Code §§ 2021-2026).

One round of competition—A round of lateral competition for job retention in the employee's competitive level.

Preference eligible—A preference eligible veteran as defined in § 2108 of title 5 U.S. Code and D.C. Code § 1-625.2(b) (I) (1992 Repl.).

Realignment—An action which affects the internal structure or functions of the DCHA.

Released employee—An employee who has been reached for release from his or her competitive level.

Representative rate—(a) The fourth (4th) rate under the District Service Schedule (or DCHA equivalent); (b) The second (2nd) rate on the Regular Wage Service and Task Force Wage Service schedules; (c) The established rate on a single rate schedule; and (d) The rate designated as representative of the position by the Executive Director upon the establishment of a new pay schedule.

Retention register—The list of employees occupying positions in a competitive level by tenure group and reduction in force service computation date.

Retention standing—The employee's standing on the retention register in relation to other competing employees within his or her competitive level.

TAPER appointment—A temporary appointment pending establishment of a register when there are insufficient candidates on a register appropriate for filling a position that will last for more than one (1) year and the public interest requires that the vacancy be filled before eligible candidates can be certified.

Temporary appointment—An appointment with specific time limitations of one (1) year or less.

Tenure group—The retention group in which competing employees shall be categorized according to their current type of appointment.

Term appointment—An appointment with a specific time limitation in excess of one (1) year but not exceeding four (4) years, unless extended by the Executive Director in accordance with applicable law.

Section B—Employees and Actions Covered

1. Notwithstanding any other provision of this Agreement, the DCHA shall follow the rules and procedures set forth in this Appendix and the policy set forth in Article 31 when releasing a competing collective bargaining unit employee from his or her competitive level.

2. In order to minimize the adverse impact of a reduction in force procedure, the DCHA shall offer a released employee a vacant position for which he or she qualifies.

3. The need to apply reduction in force procedures shall not suspend the DCHA's authority and responsibility to discipline, remove, demote, or reassign any employee under any other provision of this Agreement.

4. The DCHA, has the sole authority over the preparation for, and implementation of, the reduction in force procedure.

5. An action which has been found by the DCHA to be erroneous as a result of procedural error shall be reconstructed, and DCHA shall take appropriate action in accordance with the provisions of this Appendix. The retroactive reinstatement of a person who was separated by a reduction in force procedure under this Agreement may only be made on the basis of a finding of a harmful error as determined by the DCHA or an arbitrator. An error, to be harmful, shall be of such a magnitude that in its absence, the employee would not have been released from his or her competitive level.

6. During a reduction in force procedure, the DCHA may increase or decrease the number of positions previously identified for abolishment.

Section C—Procedures for Conducting a Reduction in Force

1. If a determination is made that a reduction in personnel is to be conducted, the DCHA shall prepare the following:

   (a) An Executive Director's Order or equivalent issuance identifying the competitive area, and the positions to be abolished, by position number, title, series, grade, and organizational location, and the reason there for; and

   (b) Appropriate documentation for each position to be abolished, without indicating the name of the incumbent of the position.

   (c) The DCHA shall assure that no covered employee in the affected competitive area is serving on an unauthorized detail.

   (d) The approval by the Executive Director shall constitute an authority for the DCHA to conduct a reduction in force.

Section D—Determining Retention Standing

The retention standing of each competing employee shall be determined on the basis of tenure of appointment, length of creditable service, veteran's preference, residency preference, and relative work performance and on the basis of other selection factors as provided in this Agreement. Together, these factors shall determine whether an employee is entitled to compete with other employees for employment retention and, if so, with whom, and whether the employee is to be contained or released.

Section E—Competitive Area

1. The DCHA may establish lesser competitive areas within the DCHA. Any lesser competitive area shall be no smaller than a major subdivision of the DCHA or an organizational segment that is clearly identifiable and distinguished from others in the DCHA in terms of mission, operation, function, and staff. The DCHA shall prepare the following:
   (a) A description of the proposed competitive area or areas which includes a clearly stated mission statement, the operations, functions and organizational segments affected;
   (b) An organizational chart of the DCHA which identifies the proposed competitive areas; and
   (c) A justification for the need to establish a lesser competitive area.
2. The DCHA will notify employees of the competitive area or areas in which the reduction in force procedure will be conducted.
3. All employees within each competitive area identified pursuant to this section shall compete with each other. Employees in one competitive area shall not compete with employees in another competitive area.

Section F—Competitive Levels

1. The DCHA shall determine the positions which comprise the competitive level in which employees shall compete with each other for retention.
2. Assignment to a competitive level shall be based upon the employee's position of record.

3. An employee's position of record is the position for which the employee receives pay or the position from which the employee has, been temporarily assigned or promoted on a temporary or term basis.

4. A competitive level shall consist of all positions in the competitive area identified pursuant to Section E in the same pay system, grade or class, and series which are sufficiently alike in qualification requirements, duties, responsibilities, and working conditions so, that the incumbent in any one (1) position could perform successfully the duties and responsibilities of any of the other positions without loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.

5. The composition of a competitive level shall be determined on similarity of the qualification requirements, including selective factors, to perform the major duties of the position successfully, the title and series of the positions, and other appropriate factors.

6. Separate competitive levels shall be established for the following:

   (a) Positions under different pay schedules;

   (b) Positions filled on a seasonal basis;

   (c) Positions filled on a part-time basis;

   (d) Positions filled on an intermittent basis;

   (e) Positions filled by supervisors or managers; and

   (f) Positions filled by employees in a formally designated trainee or developmental program.

7. Employees whose official position descriptions have the same title, series, and grade, but who have specialties which are identified on their position descriptions by parenthetical title, in accordance with applicable classification standards, shall be assigned to separate competitive levels.

8. A position shall be considered as being formally designated in a trainee or developmental program, if it has all the following characteristics:

(a) The program shall have been designed to meet the DCHA's needs and requirements for the development of skilled personnel;

(b) The program shall have been formally designated, with its provisions made known to employees and supervisors:

(c) The program shall be developmental by design, offering planned growth in duties and responsibilities, and providing advancement in recognized lines of career progression.

Section G—Retention Register

1. The DCHA shall establish a retention register whenever a competing employee is to be released from his or her competitive level.

2. A separate retention register shall be prepared for each competitive level in the competitive area.

3. The retention register shall document the final action taken, and effective date of such action for each employee released from his or her competitive level.

4. Each competitive level shall be identified by the title, series, and grade of the position(s) which composed the competitive level. When a competitive level consists of two (2) or more different titles, each position title shall be identified on the retention register.

5. The retention register for each competitive level shall list all positions in the competitive level. A written justification shall be attached to the retention register when positions of the same title, series, and grade are placed in different competitive levels.

6. The retention register shall include all of the following:

   (a) The name of each competing employee in the competitive level, whether in duty status or paid or unpaid leave status.

   (b) The name of each competing employee in the competitive level who is receiving continuation of pay under the rules applicable under the predecessor Agreement.

(c) The name of each competing employee in the competitive level who is in a leave-without-pay status based upon receipt of disability compensation benefits under the rules applicable under the predecessor Agreement.

(d) The name of each competing employee detailed or temporarily reassigned from the competitive level.

(e) The name of each competing employee temporarily promoted from the competitive level by a temporary or term promotion; and

(f) The name of each competing employee on a temporary assignment from the competitive level to a governmental entity or institution of higher education pursuant to authorized programs.

7. An employee on military duty with restoration rights as specified in applicable laws shall not be placed on a retention register.

8. An employee who has received a written decision in accordance with this Agreement to demote him or her shall compete for retention in the position to which he or she will be demoted.

9. At the bottom of the retention register or on a separate list appended to the retention register in the order set forth below shall be the following:

(a) The name and expiration date of the appointment or reassignment of each employee serving in a position in the competitive level who is in a specify limited temporary appointment or on a temporary reassignment;

(b) The name and expiration date of promotion of each employee serving in a position in the competitive level on a temporary or term promotion; and

(c) The name of each employee serving in a position in the competitive level with a current performance rating of unsatisfactory.

Section H—Retention Standing/Tenure Groups

1. The name of each competing employee shall be listed on the retention register in the order of his or her retention standing.

2. Competing employees shall be categorized on a retention register in the groups listed in Section H (3) on the basis of tenure of employment, including additional credit as provided in Sections K, L, and M.

3. The retention register groups, in descending order of retention standing, shall be tenure group I; group II, and group III.

4. Within each group, employees shall be listed by their reduction in force service computation date, as defined in Section J, beginning with the earliest date.

5. Tenure group I shall include each employee (other than one in group II or Group III) who is not serving a probationary period.

6. Tenure group II shall include the following:

   (a) Each employee serving a probationary period; and

   (b) Each employee who has completed his or her probationary period, and who is in an obligated position.

7. Tenure group III shall include each employee serving under an indefinite appointment, a TAPER appointment, and a term appointment.

Section I—Non-competing Employees

1. An employee serving under a temporary appointment shall be a non-competing employee in a reduction in force and shall be terminated ahead of all competing employees in the competitive level without regard to length of creditable service or preference eligibility, unless the positions in the competitive level are not affected by the reduction in force.

2. An employee with an unsatisfactory performance rating shall be a non competing employee in a reduction in force and shall be terminated ahead of any competing employee in his or her competitive level without regard to length of creditable service or preference eligibility, unless the positions in the competitive level are not affected by the reduction in force.

3. To ensure that such employees are separated ahead of competing employees, they shall be listed separately be-

low group III employees on the retention register or on a separate list appended to the retention register, as provided in Section H.

Section J—Retention Standing: Length of Service

1. Creditable service in the determining length of service shall include all federal, District government, and military service otherwise creditable for Civil Service Retirement purposes under title 5 U.S.C. § 8332 or D.C. government retirement under D.C. Official Code §§ 1-626.2 (2001 ed.)

2. A reduction in force service computation date shall be established for each competing employee as specified in this section.

3. An employee's reduction in force service computation date shall be the date which reflects total creditable service plus additional service credit. If applicable, for an outstanding performance rating, veteran's preference and residency preference; and such date shall be one (1) of the following:

   (a) The date of entrance on duty, when there is no previous creditable service:

   (b) The date obtained by subtracting total creditable previous service from the date the employee last entered on duty: or

   (c) The date obtained by subtracting from the date established by Section J. 1 or the additional service credit allowed for one (1) or more of the following:

      (i) A current performance rating of "Outstanding" in accordance with Section K;

      (ii) A preference eligible in accordance with Section L; and

      (iii) Residency preference in accordance with Section M.

Section K—Retention Standing/Performance Rating

1. Each employee who has a current performance rating of "Outstanding" shall be credited with four (4) years of additional service.

2. The current performance rating shall be the performance rating for the year which ended on the March 31 preceding the date of the reduction in force notice.

3. To be credited under Section K. 1, the performance rating must have been officially acted upon with all the necessary approvals, received in the HRD no later than thirty (30) days before the close of business of the day immediately before the reduction in force notice is issued.

4. A performance rating received by HRD after the date specified in Section K. 3 shall not change the employee's retention standing.

Section L—Retention Standing/Veterans Preference

1. In accordance with D.C. Official Code §1-624.02 (2001) veterans preference eligibility shall be determined in accordance with Federal law and regulations issued there under by the U.S. Office of Personnel Management.

2. Pursuant to the federal regulations referred to in L. 1, a retired member of a military service shall be considered' a preference eligible under this chapter only if he or she meets at least one (1) of the following conditions:

   (a) The employee's military retirement is based on disability that either:

      (i) Resulted from injury or disease received in the line of duty as a direct result of armed conflict; or

      (ii) Was caused by an instrumentality of war incurred in the line of duty during a period of war as defined by §§ 10.1 and 301 of title 38 U.S. Code:

   (b) The employee's military service does not include twenty (20) or more years of full-time active service, regardless of when performed. However, this total does not include periods of active service for training; or

   (c) The employee has been employed continuously since November 30, 1964, in a position without a break in service of more than thirty (30) days.

3. An employee who would otherwise be considered a preference eligible under conditions in Section L. 2 (b) or (c)

shall not be considered a preference eligible for purposes of this chapter if the employee retired at or above the rank of major or its equivalent.

4. A preference eligible having a service-connected disability of thirty percent (30%) or more shall be credited with eight (8) years of additional service.

5. A preference eligible, other than as described in Section L. 4, shall be credited with four (4) years of additional service.

Section M—Retention Standing Residency Preference

1. Residency preference eligibility in a reduction in force shall be determined as follows; five (5) years of additional service shall be credited to all of the following:

   (a) Each competing employee who is a bona fide resident of the District of Columbia;

   (b) Each competing employee who is not a resident of the District of Columbia but who was hired prior to January I, 1980 and has continued employment without a break in service of one (1) workday or more since that date; and

   (c) Each competing employee who is not a resident of the District of Columbia but who was a former employee of the U.S. Department of Health & Human Services at St. Elizabeth Hospital who accepted employment with the District of Columbia government or DCHA without a break in service effective October 1, 1987, and who has continued employment without a break in service of one (1) workday or more since that date.

Section N—Effective Date of Retention Standing

1. The retention standing of each employee released from his or her competitive level shall be determined as of the date of release.

2. When DCHA discovers an error in the determination of an employee's retention standing, it shall correct the error and adjust any erroneous reduction in force action in accordance with the employee's true retention standing as of the effective date established under this section.

Section O—Release from Competitive Level

1. A competing employee shall not be released from a competitive level while any of the following is retained in that level:
   (a) An employee with specifically limited temporary appointment;
   (b) An employee with a specifically limited temporary or term promotion; or
   (c) An employee with an "Unsatisfactory" performance rating.
2. A competing employee shall not be released from a competitive level while an employee with lower retention standing is retained in that level, except as required under Section P when an employee is retained under a mandatory exception.
3. Competing employees shall be selected for release from a competitive level in the inverse order of retention standing, beginning with the employee with the lowest retention standing on the retention register.
4. When one (1) or more but not all employees with the same reduction-in-force service computation dates in the same tenure group must be released from a competitive level, the ties shall be broken as follows:
   (a) The employee who encumbers the position to be abolished shall be released;
   (b) If still tied, the employee who has the least service in the agency shall be released, and
   (c) If still tied, the last digit of the social security number shall be used and the employee with the lowest last digit shall be released.
5. When an employee is selected for release from his or her competitive level, the personnel authority shall separate the employee for service.

Section P—Mandatory Exceptions

1. When employees are released from their competitive levels under Section P, the special retention preferences outlined in this section shall be applicable.

2. Each group I or II preference eligible employee entitled to retention for one (1) year after restoration under the Vietnam Veterans Readjustment Assistance Act of 1974. (Title 38, U.S. Code § 2021-2026), shall be retained over other employees in his or her tenure group for the retention period.

3. Each group I or II non-preference eligible employee entitled to retention for either six (6) months or one (1) year after restoration under the Vietnam Veterans Readjustment Assistance Act of 1974, (title 38, U.S. Code §§ 2021-2026), shall be retained over other employees in his or her tenure group for the retention period.

4. The retention register shall indicate the reasons for any deviation from the regular order of selection required by Sections P. 2 and 3, respectively.

Section Q—Notice To Employees

1. Each competing employee selected for release from his or her competitive level under this chapter shall be entitled to written notice at least thirty (30) full days before the effective date of the employee's release.

2. The notice required by this section shall not be issued until the Executive Director has authorized the reduction in force procedure.

3. A notice shall not be issued less than thirty (30) days before the effective date of the employee's release.

4. In counting the thirty-day (30-day) minimum notice period, the day the employee receives this notice shall be omitted, and a notice period that ends on a Saturday, Sunday, or legal holiday shall be automatically extended to the next work day.

5. DCHA shall not retain an employee beyond the end of the notice period.

6. The notice to the employee shall specify the effective date of the employee's release from his or her competitive level.

7. A notice shall expire when followed by the action specified in the notice, or in an amendment made to the notice

before the agency takes the action. Such amendment shall be permitted without extension of the notice period only when the action to be taken is less severe than the action in the original notice.

8. A reduction in force action shall not be taken before the effective date of a notice.
9. An employee shall be retained in an active duty status during the notice period unless on leave pursuant to the leave provisions of this Agreement.
10. Each notice shall state the following:
    a. The specific action to be taken and its effective date;
    b. The employee's competitive area, competitive level, tenure group, and reduction in force service computation date;
    c. The place where the employee may inspect this Agreement and/or other rules and records pertinent to his or her case;
    d. The reasons for retaining lower-standing employee in the same competitive level, if applicable:
    e. The employee's appeal rights, including the time limit for appeal and the location of the office to which an appeal should be sent; and
    f. Specific information concerning the employee's right to priority placement consideration, if the employee will not be retained.

Section R—Records

1. The DCHA shall maintain the correct records needed to determine the retention standing of competing employees.
2. The DCHA shall allow inspection of retention registers and related records by the following:
    a. A DCHA employee who is affected by the reduction in force, or his or her representative;
    b. A supervisor or manager whose unit is affected by reduction in force;

c. Others who are determined by the DCHA to have a legitimate need to review such materials in order to carry out their official duties.

3. All registers and records relating to an employee shall be preserved intact for at least one (1) year from the date the employee is issued a specific reduction in force notice, or until any appeal is decided, whichever is later.

Section S—Appeals

An employee may file an appeal contesting the separation procedures of this Article pursuant to the grievance procedures set forth in Article 9 of this Agreement, except that allegations of discrimination shall be filed pursuant to section 303 of the Human Rights Act of 1977 (D.C. Official Code § 2.1430.01 et. seq.).

PART II

DCHA REEMPLOYMENT PRIORITY PROGRAM

Section A—Reemployment Priority List

1. The DCHA shall establish and maintain a reemployment priority list for each competitive area in which it separates group I and II employees.

2. A group I employee's name shall remain on the reemployment priority list for two (2) years, and a group II employee's name for one (1) year from the date he or she was separated from his or her competitive level.

3. Employees covered under the provisions of this section shall be entered automatically on the list immediately after it has been determined that such employees are to be adversely affected by the reduction in force and not later than issuance of the notice of reduction in force.

4. The employee's name shall be entered on the DCHA reemployment priority list for all positions for which he/she is qualified as follows:

   a. At his or her grade level at the time of separation; and

b. At any lower grade acceptable to the employee.

The DCHA may delete an employee's name from the list when he or she declines a non-temporary position with a tour of duty similar to the position from which separated and a representative rate the same as or higher than that of the grade of the position from which he or she was separated.

Section B—Appointment from DCHA Reemployment Priority List

1. When a qualified person is available on the DCHA's reemployment priority list, a position within that agency shall not be filled except as provided under this Agreement and shall not filled by the following:

   a. A new appointment;

   b. Transfer; or

   c. Reemployment of a person not on the DCHA reemployment priority list.

2. Section B.1 shall not apply when all qualified persons on the DCHA reemployment priority list decline or have failed to respond to offers of employment.

3. In selecting employees on the DC reemployment priority list from among those adversely affected by reduction in force, but who have not yet been separated, offers of employment shall be made according to the employees' relative standing in their competitive levels. In this regard a lower standing employee shall not be offered a position if a higher standing employee qualified for the position unless the higher standing employee declines the position.

4. The order of priority in selecting from a DCHA reemployment priority list shall be as follows:

   a. For positions from which separated, offers of employment shall be made according to the displaced employee's relative standing in his or her competitive level. In this regard, a lower standing displaced employee shall not be offered a position if a higher standing displaced employee is on the agency reemployment priority list unless the higher standing displaced employee declines the position; and

b. For positions other than from which separated, preference shall be given to a tenure group I displaced employee over a tenure group II displaced employee, without regard to their relative standing within the tenure group.

5. When a position becomes available in the DCHA, preference shall be given to the reemployment of a person who is on the DCHA reemployment priority list.

6. The Executive Director may appoint a person not on the DCHA reemployment priority list or a person on the list with lower standing than others on the list only when it is necessary to obtain an employee for duties that cannot be taken over, without undue interruption to the DCHA, by a person on the list with higher standing than the person appointed.

PART III

SEVERANCE PAY

Section A—Eligibility

1. Each full-time and part-time employee with a regularly pre-scheduled tour of duty within each administrative workweek who has been currently employed for at least one (1) year who is not eligible for immediate retirement and who is involuntarily separated from the DCHA under the provisions of this Agreement shall be entitled to severance pay under the procedures set forth in this Section A.

2. Not withstanding paragraph 1, above, the foI1owing employees are not covered and shall not be entitled to severance pay:

   a. An employee serving under a term appointment or a temporary appointment except one so appointed for full-time employment without a break in service of three (3) calendar days following service under an appointment without time limitation if the employee has served one (1) year;

   b. An employee who at the time of separation has fulfilled the requirements for an immediate annuity or is receiving an annuity under any District of Columbia or federal

retirement system including a member of the uniformed services;

c. An employee who at the time of separation from the DCHA's service is receiving disability compensation under D.C. Official Code § 1-623.01 et seq. (2001 ed.) other than one receiving this compensation concurrently with pay or on account of the death of another individual;

d. An employee who, at the time of separation from DCHA's service, is entitled to receive other severance pay from the District or Federal Government;

e. An employee who is compensated on an honorarium, stipend, fee, per diem, or any other paid basis;

f. An employee who is involuntarily separated from the DCHA's service by removal for cause on charges of misconduct delinquency or inefficiency;

g. An employee who, at the time of separation from the DCHA's service, is offered and declines to accept an equivalent position (a position of like seniority, tenure, and pay other than a retained rate in DCHA).

h. An employee who is offered an opportunity to transfer with a part of DCHA when it is transferred to or merged with a District controlled corporation, when the statute effecting the transfer or merger includes provisions to assure that an employee who transfers will be regarded as continuing in the employ of the District for purposes of health, life, and retirement benefits.

Section B—Computing Creditable Service

1. In computing an employee's creditable service for severance pay purposes, all service that is creditable for annual leave accrual purposes is included, except that military service is not to be counted unless it interrupts otherwise creditable civilian service.

2. Additional service credit is to be provided as follows:

   a. Four (4) years of service credit for an employee who qualifies for veterans preference under District of Columbia law; and

b. Three (3) years of service credit for an employee who qualifies for residency preference.

3. In computing an employee's total years of creditable civilian service, twenty-five percent (25%) of a year is to be credited for each three (3) months of service that exceeds one (1) or more full year.

Section C—Computation of Severance Pay

1. Severance pay consists of:

   a. A basic severance allowance computed on the basis of one (1) week's basic pay at the rate received immediately before separation for each year of civilian service up to and including ten (10) years of which severance pay has not been received under any District or federal authority and two (2) weeks' basic pay at that rate for each year of civilian service beyond ten (10) years for which severance pay has not been received under any District or federal authority; and

   b. An age adjustment allowance computed on the basis of ten percent (10%) of the total basic severance allowance for each year by which the age of the recipient exceeds forty (40) years at the time of separation.

2. In computing an employee's total years of age forty (40) years for the age adjustment allowance, credit is to be given at the rate of twenty-five percent (25%) of a year for each three (3) months that the employee's age exceeds forty (40).

3. Total severance pay may not exceed one (1) year's pay at the rate received immediately before separation. If at the time of separation, an employee is receiving a retained rate, that rate is his or her basic pay for purposes of computing severance pay.

4. A Severance Pay Worksheet shall be used to compute the severance pay fund for each employee who is separated with an entitlement to severance pay.

5. To obtain the severance pay fund, multiply the employee's weekly pay rate by the service factor for the number of years of creditable service; then multiply the result by the

age factor if the employee is over forty (40) years of age. The final result is the severance pay fund. If the severance pay fund exceeds the employee's annual rate of pay received immediately before separation the severance pay payable will be limited to the employee's annual rate of pay.

6. The service and age factors are to be used in computing severance pay. To obtain the severance pay fund, multiply the employee's weekly pay rate by the service factor for the number of years of creditable service; then multiply the result of the age factor if the employee is over forty (40) years of age. The final result is the severance pay fund. If the severance pay fund exceeds the employee's annual rate of pay received immediately before separation, the severance pay payable will be limited to the employee's annual rate of pay.

7. There is a lifetime fifty-two (52) week limit on the number of weeks an employee can ever be entitled to severance pay. Consequently, if an employee has previously received severance pay as a result of an earlier separation the number of weeks for which the employee previously received severance pay is to be deducted nom the number of weeks it will take to exhaust the current computation of severance pay payable to the employee. .

Section D—Payment of Severance Pay

1. General Provisions.

a. On an employee's separation, the DCHA will pay the employee the severance pay payable at the same pay period intervals as if still employed until the severance pay fund is exhausted, except that the final payment is to consist only of that portion of the severance pay fund remaining.

b. If the employee dies before the end of the period covered by payments of severance pay, the payment of severance pay with respect to the employee is to be continued to the survivor of the employee.

c. Severance pay payments are subject to deduction only for federal and District of Columbia or State income taxes, and, if applicable, FICA tax (social security).

d. Severance pay payments cease when an employee is appointed to a full- or part-time permanent position. An employee may accept one or more temporary limited appointments while- receiving severance pay without losing his or her entitlement to severance pay; however, severance pay payments are suspended during the period of the temporary appointment(s).

2. Restrictions.

a. If an employee is reemployed by the District or Federal Government before the end of the period covered by payments of severance pay, the payments are to be discontinued beginning with the date of reemployment. The service represented by the unused portion of the period is to be re-credited to the employee for use in any later computations of severance pay.

b. Severance pay is not a basis for payment of any other type of District or Federal Government benefits, and may not be included in the basis for computation of such benefits. A period covered by severance pay is not a period of District or Federal government service or employment.

APPENDIX C

ENVIRONMENTAL PAY DIFFERENTIAL APPLICABLE TO DCHA EMPLOYEES

Section A—Policy

This policy describes the basis for DCHA approving and paying environmental pay differentials pursuant to Article 42 of this Agreement. A list of the categories of situations and the differentials payable for each category are included in Section G of this appendix. This list includes illustrative guidelines for the various degrees of unusual hazards, physical hardships and working conditions.

Environmental pay differentials are paid for exposure to:

(1) a hazard of an unusual nature which could result in significant injury, illness, or death, such as on a high structure when the hazard is not practically eliminated by protective facilities or on an open structure when adverse conditions exist, e.g., darkness, lightning, steady rain; snow, sleet, ice, or high wind velocity;

(2) a physical hardship of an unusual nature under circumstances which cause significant physical discomfort in the form of nausea, or skin, eye, ear, or nose irritation, or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated:

The creation of an environmental pay differential will not deter DCHA's continuing efforts to abate the hazards, physical hardships, or working conditions of an unusual natural when said conditions are present in the work place.

Section B—Definition

Environmental pay differential means additional pay authorized as specified in this policy, and/or promulgated to conform hereto, for a category of situations. An environmental pay differential is paid to a DCHA employee who is exposed to a hazard, physical hardship, or working condition of an unusual nature which has been identified in a schedule of environmental pay differentials established by DCHA and set forth below. The schedule of environmental pay differentials shall determine the

methods of payment and the various degrees of hazards, physical hardships, and working conditions, of an unusual nature for which differentials are payable.

Section C—Schedule Of Environmental Pay Differentials

The amount of differentials shall be listed in the schedule of differentials as referenced in this appendix. Environmental pay differential shall be paid to employees on an actually exposed basis when the employee is performing assigned duties which expose him/her to an unusual hazard, physical hardship, or working conditions as indicated herein.

When an employee is entitled to an environmental pay differential on an actually exposed basis he/she shall be paid a minimum of one hour's differential for the exposure. For exposure beyond one hour, the employee shall be paid in increments of one quarter hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

An employee subjected to more than one hazard, physical hardship, or working condition of an unusual nature as cited in Section G shall be paid for that exposure which results in the highest differential but shall not be paid more than one (1) differential for the same hours of work.

An environmental pay differential shall be considered part of an employee's rate of basic pay in computing overtime, holiday, and Sunday premium pay, retirement deductions, and group life insurance deductions.

Some environmental differentials are payable whenever the criteria in the category definition are met. Other differentials are payable only if protective facilities, devices, or clothing have not practically eliminated the hazard, physical hardship, or working condition of an unusual nature categories. Categories which are subject to practical elimination contain language to that effect in the definition (e.g., "cold work").

Section D—Responsibility

When there appears to be a situation involving an unusual hazard, physical hardship or working condition, management should ensure that the employee to be affected has the appropriate equipment and clothing needed to properly address the situation. Such clothing and equipment will be issued in accordance with and Articles 15 and 17 of the Agreement.

Section E—Procedures

An employee who is exposed to an environmental situation shall be paid the environmental pay differential for all hours of duty in a pay period creditable for pay purposes.

The supervisor should keep a record of the exposure by completing a DCHA Incident Report Form. The form should be signed by the supervisor describing the hazardous situation, day(s) and hours during which the hazardous duty was performed and any protective clothing or devices supplied to the employee. The employee must also sign the incident report. A copy of the incident report should be forwarded with the appropriate time and attendance sheet to the DCHA Finance Department (payroll office) on the regularly scheduled date for time and attendance forms. The time sheet must reflect the number of hours in the "Hazard Duty" column for payment of the environmental pay differential. A copy of the Incident Report Form must also be forwarded to the Office of Risk Management, 1133 North Capitol Street, N.E., Suite 213, Washington, D.C. 20002.

Amendments to the categories in Section G in the form of additions changes or deletion may be made by the Executive Director at the request of any employee or by his/her collective bargaining representative.

Section F—Reporting Hazards

The payment of environmental pay differentials is not intended to condone work practices which place employees in life threatening or unduly dangerous conditions or circumstances which violate applicable work safety laws, rules and regulations. Managers and workers shall be trained to identify unsafe conditions and to initiate efforts to eliminate hazards and to protect employees to the greatest extent possible from any deleterious effect from exposure to unusual hazards, hardships or conditions. An effort should be made to eliminate each hazard or other hardship situation, including strict adherence to DCHA safety policies and procedures.

Employees and managers should report all hazardous conditions or potentially hazardous conditions to the Risk Management Office. The Risk Management Office also will hear any complaints or disputes from employees or managers concerning the safety of working conditions following the implementation of practical protection and abatement measures.

Section G—Category Of Exposure

1. High Work—Differential Rate 27%

Working on any structure at least one hundred (100) feet above the ground, deck, floor, or from the bottom of a tank or pit;

Working at a lesser height:

(1) If the footing is unsure or the structure is unstable; or

(2) If safe scaffolding, enclosed ladders or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, a similar support) or

(3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning or similar environmental factors render working at such height(s) hazardous.

2. Dirty Work—Differential Rate 5%

Performing work which subjects the employee to soil of body or clothing:

a. Beyond that normally to be expected in performing the duties of the classification; and

b. Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not feasible for use due to health consideration (excessive temperature, asthmatic conditions, etc.), or

c. When the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort.

3. Cold Work—Differential Rate 5%

Working in cold storage or other climate controlled areas where the employee is subjected to temperatures at or below freezing (32 degrees Fahrenheit).

4. Hot Work—Differential Rate 5%

Working in confined spaces wherein the employee is subjected to temperatures in excess of 110 degrees Fahrenheit.

5. Welding Preheated Metals—Differential Rate 5%

Welding various metals or performing an integral part of the welding process when the employee must work in confined spaces in which large sections of metal have been preheated to 150 degrees Fahrenheit or more, and the discomfort is not alleviated by protective devices or other means, or when uncomfortable protective equipment must be worn.

6. Micro-soldering or Wire Welding and Assembly—Differential Rate 5%

Working with binocular-type microscopes under conditions which severely restrict the movement of the employee and impose a strain on the eyes, when soldering or wire welding and/or assembly of miniaturized electronic components.

7. Explosives and Incendiary Material—High Degree Hazard—Differential 10%

Working with or in close proximity to explosives and incendiary materials which involves permanent or temporary, partial or complete, loss of sight or hearing, partial or complete loss of any or all extremities, other partial or total disabilities of equal severity, and/or loss of life resulting from work situations wherein protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for such personal injury. Normally such work situations would result in extensive property damage requiring complete replacement of equipment and rebuilding of the damaged area, and could result in personal injury to adjacent employees.

Examples:

(a) Working with, or in close proximity to operations involved in testing, inspection, renovation, maintenance, and disposal such as:

(b) Screening, blending, drying, mixing, and pressing of sensitive explosives and pyrotechnic compositions such as lead azide, black powder, and photoflash powder.

8. Explosives and Incendiary Material—High Degree Hazard—Differential 5%

Working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration

of hands, face, or arms of the employee engaged in the operation and possible adjacent employees, minor irritation of the shin, minor burns, and/or minimal damage to immediate or adjacent work area or equipment being used.

Example:

(a) All operations involving loading, unloading, storage, and hauling of explosive and incendiary material.

9. Poisons (Toxic Chemicals)—High Degree Hazard—Differential Rate 10%

Working with or in close proximity to poisons (toxic chemicals) other than tear gas or similar irritants, which involves potential serious personal injury such as permanent or temporary, partial or complete loss of acuities and/or loss of life including exposure of an unusual degree to toxic chemicals, dust, or fumes of equal toxicity generated in work situations by processes required to perform work assignments wherein protective devices and/or safety measures have been developed but have not practically eliminated the potential for such personal injury.

Examples:

(a) Handling and storing toxic chemical agents including monitoring of areas to detect presence of vapor or liquid chemical agents, examining of material for signs of leakage or deteriorated material, decontaminating equipment and work sites, work relating to disposal of deteriorated material (exposure to conjunctivitis, pulmonary edema, blood infection, and impairment of the nervous system, possible death).

(b) Visually examining chemical agents to determine conditions or detect leaks in storage container.

(c) Transferring chemical agents between containers.

(d) Salvaging and disposing of chemical agents.

10. Poisons (Toxic Chemicals)—Low Degree Hazard—Differential Rate 5%

Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in direct contact with or exposed to the more

toxic agents as in the case with the work described under high hazard for the class of hazardous agents.

Examples:

(a) Handling for shipping, marking, labeling, hauling and storing loaded containers of toxic chemical agents that have been monitored.

11. Micro-Organisms—High Degree Hazard—Differential Rate 10%

Working with or in close proximity to micro-organisms which involves potential personal injury such as death, or temporary, partial, or complete loss of faculties or ability to work due to acute, prolonged, or chronic disease. These are work situations wherein the use of safety devices and equipment, medical prophylactic procedures such as vaccines and antiserums and other safety measures do not exist or have been developed but have not practically eliminated the potential for such personal injury.

Example:

(a) Direct contact with primary containers of organisms that are pathogenic for man such as culture flasks, culture test tubes; hypodermic syringes and similar instruments, and biopsy and autopsy material.

12. Micro-Organisms—Low Degree Hazard—Differential Rate 5%

Working with or in close proximity to micro-organisms in situations for which the nature of the work does not require the individual to be in direct contact with primary containers of organisms that are pathogenic for man, such as culture flask, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material.

MEMORANDUM OF UNDERSTANDING REGARDING A LEAVE BANK COMMITTEE

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2725

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union), agree to continuation of the leave bank for employees of the DCHA and to continued the Leave Bank Committee.

The Leave Bank Committee consists of two (2) representatives appointed by the DCHA's Executive Director and two (2) representatives appointed by the Union's President.

Issues that cannot be resolved by the Leave Bank Committee shall be resolved by the Executive Director and the Union President.

Policies and Procedures established by the Leave Bank Committee shall bear the signature of DCHA's Executive Director and the Union's President.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

MEMORANDUM OF UNDERSTANDING REGARDING AN ALTERNATIVE WORK SCHEDULE COMMITTEE

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2725

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union) (collectively references as the Parties), agree to establish an Alternative Work Schedule Committee which shall establish procedures for creation of alternative work schedules (AWS).

Alternative work schedules includes both flexible work schedules (FWS) and compressed work schedules (CWS).

Alternative work schedules shall not be established without agreement between the Parties regarding, but not limited to, work areas and employees eligible for participation, the parameters applicable to work schedules established, how and when AWS will begin or end and applicability of overtime or compensatory time provisions in accordance with the provisions of Article 40 of the Collective Bargaining Agreement.

The Alternative Work Schedule Committee shall consist of two (2) representatives appointed by the DCHA's Executive Director and two (2) representatives appointed by the Union's President and shall be convened no later than ninety (90) days after execution of this Collective Bargaining Agreement.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

MEMORANDUM OF UNDERSTANDING REGARDING INCREASES IN THE EMPLOYER'S CONTRIBUTION TO OPTICAL, DENTAL AND LEGAL PLANS

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2725

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union), agree as follows:

- DCHA shall increase the employer's contribution to the Dental Plan by four dollars and fifty cents ($4.50) per employee per month.
- DCHA shall increase the employer's contribution to the Legal Plan by three dollars and twenty five cents ($3.25) per employee per month.
- DCHA shall increase the employer's contribution to the Optical Plan by two dollars ($2.00) per employee per month.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

MEMORANDUM OF UNDERSTANDING REGARDING PRINTING OF THE OCTOBER 1, 2007 THROUGH SEPTEMBER 31, 2010 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2725

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and the American Federation of Government Employees, Local 2725 (the Union, collectively The Parties) hereby agree as follows:

- The printing of the Collective Bargaining Agreement (the Agreement) which is the subject of this Memorandum of Understanding will be the responsibility of the Union.
- The DCHA shall reimburse the Union for reasonable expenses incurred for printing the Agreement within thirty (30) days of receipt of the Union's documented request for reimbursement.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

MEMORANDUM OF UNDERSTANDING REGARDING A CAREER LADDER FOR MAINTENANCE MECHANICS AND HOUSING MANAGEMENT ASSISTANTS

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 2725

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government Employees (the Union), agree to create career ladders for the above cited poditions as follows:

A. Maintenance Mechanics Career Ladder Grades 9 and 10

1. Employees who have occupied a grade 9 Maintenance Mechanic position for one year shall be promoted to the next grade in the career ladder.

2. Employees who do not have one year time in grade shall be promoted on the date the one year time in grade is reached.

B. Housing Management Assistants Career Ladder Grades 7 and 8

1. Employees who have occupied a grade 7 Housing Management Assistant position for one year shall be promoted to the next grade in the career ladder.

2. Employees who do not have one year time in grade shall be promoted on the date the one year time in grade is reached.

C. Effective Date for Promotions

1. The effective date of promotions accomplished in accordance with item A 1 and 2 and item B 1 and 2, above, shall be at the beginning of the first full pay period after May 1, 2008.

2. Employees shall receive back pay from the effective date of the promotion until the promotion is actually accomplished.

3. Subsequent career ladder promotions shall occur after one year of satisfactory performance in the lower grade.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

MEMORANDUM OF UNDERSTANDING REGARDING PROMOTION OF LABORERS, LABOR LEADERS, MAINTENANCE WORKERS, MAINTENANCE HELPERS AND EMPLOYEES WHO OCCUPY POSITIONS IN THE "TRADES" CATEGORY

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2725

AND

DISTRICT OF COLUMBIA HOUSING AUTHORITY

The District of Columbia Housing Authority (DCHA) and Local 2725 of the American Federation of Government employees (the Union) agree as follows:

1. Effective on the beginning of the first full pay period after May 1, 2008, employees who occupy positions in the Laborer, Labor Leader, Maintenance Worker and Maintenance Helper category shall be promoted to one grade higher than their current grade.
2. Effective on the beginning of the first full pay period after May 1, 2008, employees who occupy positions in the "Trades" category shall be promoted as follows:
   - Employees who are required to have a "Masters" license related to the trade, and who currently have such a license, who are currently at grade RW-11 shall be promoted to grade RW-12.
   - Employees who are at grade RW-10 shall be promoted to grade RW-11.
   - Employees who are at grade RW-9 shall be promoted to grade RW-10.
3. Employees shall receive back pay from the effective date of the promotion until the promotion is actually accomplished.

Michael Kelly, *Executive Director,*
District of Columbia Housing Authority

Eric Bunn, *President,*
American Federation of Government Employees,
Local 2725

NOTES

NOTES

Master Agreement
On Compensation and Working Conditions

Between

Fraternal Order of Police/DCHA Labor Committee

And

The District of Columbia Housing Authority

January XX, 2014

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE 4

ARTICLE 2 RECOGNITION 5

ARTICLE 3 GOVERNING LAWS AND REGULATIONS..... 6

ARTICLE 4 UNION/MEMBER RIGHTS AND RESPONSIBILITIES 7

ARTICLE 5 MANAGEMENT RIGHTS 9

ARTICLE 6 PROBATIONARY MEMBERS 10

ARTICLE 7 EVALUATIONS 11

ARTICLE 8 LABOR-MANAGEMENT COMMITTEE 12

ARTICLE 9 DISTRIBUTION OF THE AGREEMENT AND ORIENTATION OF MEMBERS 13

ARTICLE 10 UNION SECURITY AND DUES DEDUCTIONS 14

ARTICLE 11 NO STRIKES 16

ARTICLE 12 UNION TIME 18

ARTICLE 13 RELEASE OF INFORMATION 21

ARTICLE 14 HEALTH AND SAFETY AT THE WORKSITE 22

ARTICLE 15 DISCIPLINE 24

ARTICLE 16 INVESTIGATORY QUESTIONING 31

ARTICLE 17 GRIEVANCE PROCEDURE 33

ARTICLE 18 LEAVE 41

ARTICLE 19 TARDINESS 47

ARTICLE 20 SENORITY 48

ARTICLE 21 MERIT STAFFING 49

ARTICLE 22 SCHEDULING 51

ARTICLE 23 USE OF DCHA FACILITIES 52

ARTICLE 24 TRANSPORTATION 53

ARTICLE 25 WAGES AND COMPENSATION 54

ARTICLE 26 OVERTIME 56

ARTICLE 27 OPTICAL AND DENTAL PLANS 58

ARTICLE 28 UNIFORMS AND EQUIPMENT 59

ARTICLE 29 FITNESS FOR DUTY POLICY 61

ARTICLE 30 EMPLOYEE ASSISTANCE PROGRAM 64

ARTICLE 31 POLICE DEPARTMENT DRUG SCREENING PROGRAM 65

ARTICLE 32 SAVINGS CLAUSE 71

ARTICLE 33 IMPACT BARGAINING 72

ARTICLE 34 DURATION AND FINALITY OF AGREEMENT 73

APPENDIX A TABLE OF PENALTIES 74

APPENDIX B MEMORANDUM OF UNDERSTANDING OUTSIDE EMPLOYMENT 87

APPENDIX C MEMORANDUM OF UNDERSTANDING EVALUATION COMMITTEE 88

ARTICLE 1
PREAMBLE

Section A

This Agreement is entered into between the District of Columbia Housing Authority (hereinafter "DCHA," "Agency," or "Management") and the Fraternal Order of Police/DCHA Labor Committee (hereinafter "FOP" or "Union," collectively, DCHA and the Union shall be referred to as the "Parties").

Section B

The Parties hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the Parties.

Section C

The Parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

Section D

The Parties affirm without reservation the provisions of this Agreement and agree to honor and support the commitments contained herein. The Parties also agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to in this Agreement, but which does not preclude informal communications.

Section E

It is the intent and purpose of the Parties to promote the efficient operation of the DCHA and DCHA Police Department (hereinafter "DCHAPD") in the performance of its mission to provide protection for DCHA's residents, employees and properties, both real and personal. DCHA will post notices to inform DCHA residents of the role and jurisdiction of the DCHA police Department. These notices will be posted in the lobby of the main buildings. In addition, DCHA will remind residents of the authority of the DCHA Police Department at monthly residents meeting.

ARTICLE 2
RECOGNITION

Section A--Recognition of the Union

DCHA recognizes the Union as the exclusive representative of a unit consisting of the following employees of the DCHAPD described by the District of Columbia Public Employee Relations Board (PERB) in PERB Case No. 00-RC-01, Certification No. 118, April 5, 2001, as amended by the decision and order in PERB Case No. 05-U-02, Certification No. 135, April 7, 2006:

> All special police officers, police officers and senior police officers, and security officers employed by the District of Columbia Housing Authority, Police Department (DCHA); excluding, management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139.

Section B--Composition of the Bargaining Unit

The employees in the DCHA Bargaining Unit represented by the FOP are the following:

1. DCHA Special Police Officers ("SPO's"), who are privately commissioned Police Officers with full arrest powers within an area or premises which the officer has been employed to protect. The commission is conditional and is required to be renewed each year or for a longer period if approved by MPD;

2. DCHA Police Officers and Senior Police Officers, who are sworn police officers of the DCHAPD, and

3. DCHA Security Officers licensed by MPD.

Section C--Unit Clarification

1. When a position changes or a new position is established and the Parties differ as to whether the position is inside or outside the Bargaining Unit, either Party may file a unit clarification petition with the PERB.

2. If PERB issues an order modifying the Bargaining Unit, the provisions of this Agreement shall apply to the members of the modified unit.

ARTICLE 3
GOVERNING LAWS AND REGULATIONS

Section A

In the event that any DCHA or DCHAPD rules, regulations, issuances or policies are in conflict with the provisions of this Agreement, this Agreement shall prevail. It is understood that DCHA rules and regulations, as well as DCHAPD General Orders, rules and regulations, issuances and policies that are not in conflict with the provisions of this Agreement, including, specifically, the Manual of Policy and Procedures promulgated by the DCHA for Police Officers, Senior Police Officers, Special Police Officers, and Security Officers whether or not specifically incorporated herein, shall be applicable to Bargaining Unit employees.

Section B

The DCHA is established as an independent authority of the District government. DCHA is a corporate body, intended, created and empowered to effectuate the purposes stated in the District of Columbia Housing Authority Act of 1999 (the "Housing Authority Act"), and it shall have a legal existence separate from the District government (D.C. Official Code §6-201 et seq. (2001)). With the exception of subchapters V, XXVII, XV-A, XXI, XXII, XXIII and XXVI, employees shall be exempt from the coverage of the provisions of the Comprehensive Merit Personnel Act applicable to other employees of the District of Columbia Government (D.C. Official Code §1-601, et seq.).

The DCHAPD is the police force that DCHA is authorized to create under the Housing Authority Act and shall have all of the powers and authority granted therein and under District of Columbia law.

Section C

If during the life of this Agreement a law from a higher authority invalidates or requires an amendment to any part of this Agreement, the Parties shall meet promptly upon request of either Party to negotiate the change.

ARTICLE 4
UNION/MEMBER RIGHTS AND RESPONSIBILITIES

Section A

1. Any member may join or refrain from joining the Union without interference, coercion, restraint, discrimination or reprisal from the DCHA or the Union.

2. DCHA will take no disciplinary, discriminatory or reprisal action against a Union officer or member for expressing an opinion in favor of, or engaging in activities in support of, the Union.

3. The terms and conditions of the Agreement shall apply to all members in the Bargaining Unit without regard to Union membership.

4. DCHA will not restrain or coerce any member in the exercise of any rights granted under this Agreement, and will not discriminate against or take reprisals against any member for exercising any rights granted under this Agreement.

Section B

Union officials, members, agents or employees will not carry on Union business on DCHA time or premises, except as authorized by this Agreement, or otherwise interfere with an on-duty member's performance of DCHA duty.

Section C

A member who requests representation is entitled to no more than one (1) Union representative.

Section D

The Union will provide to Management a list of current officers and stewards and will provide written notification to DCHA, within two (2) days, of any change in the list. Only those persons whose names appear on the list will be recognized by Management as Union officers or stewards, and the number of persons will not exceed eleven (11).

Section E

The Union will provide training to its officers and stewards regarding its and their rights and responsibilities.

Section F

DCHA will recognize and appropriately respond to a written communication from the Union in connection with matters affecting the rights of more than one (1) member only if the document is signed by the Chairman, except that the Chairman may designate in writing a person who is responsible for communicating with management on a particular matter.

Section G

Nothing in this Agreement precludes a member from electing to represent himself/herself or selecting a non-Union representative in a matter, except that no rival organization may represent any bargaining-unit member.

Section H

Nothing in this Agreement is intended to waive the legal rights of any member unless clearly and unequivocally expressed herein, including the right to member or personnel benefits and policies generally available to DCHA employees which have not been abridged by this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

DCHA shall retain the sole right, authority, and complete discretion to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the DCHAPD in all aspects including, but not limited to, all rights and authority held by the DCHA prior to the signing of this Agreement.

Such management rights shall not be subject to the negotiated grievance procedures or arbitration provided herein. The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to DCHA:

1. To direct members of the DCHAPD;

2. To determine qualifications of members for appointment, promotion, step increases and standards of employment, appearance and conduct;

3. To hire, promote, transfer, assign and retain members in positions within the DCHAPD and to suspend, demote, grant or deny any within grade increase, discharge or take other disciplinary action against members for cause;

4. To relieve members of duties because of lack of work or other legitimate reasons;

5. To take any action necessary to carry out the mission of the DCHA, in an emergency situation, and to alter, rearrange, change, extend, limit or curtail its operations or part thereof;

6. To maintain the efficiency of the DCHA and DCHAPD operations entrusted to DCHA;

7. To determine the number of members and the number, types and grades of positions of members assigned to an organizational unit, work project, tour of duty, and the technology of performing its work, or its internal security practices; and

8. To formulate, change or modify DCHA rules, regulations and procedures, except that no rule, regulation, or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this Agreement.

ARTICLE 6
PROBATIONARY MEMBERS

Section A

All members covered by this Agreement shall be required to serve an initial probationary period of one (1) year after appointment to any position with the DCHAPD. The one (1) year probationary period begins on the day after the date that the member successfully completes all requirements. No prior service with any other District of Columbia agency shall be used to satisfy this requirement for an initial probationary period with DCHA. Members serving a probationary period shall not be entitled by virtue of this Agreement to any rights and/or privileges that exceed or are in conflict with the provisions of the applicable DCHA or DCHAPD rules and regulations governing probationary employees. Any Special Police Officer or Security Officer who is promoted to the position of Police Officer shall be required to serve an additional promotional probationary period of one year after successfully completing all the requirements of the Training Academy.

Section B

1. DCHA will endeavor to provide a probationary member with guidance necessary for him to satisfy the prerequisites of his position, and provide progress reports as provided in the Personnel Policy Manual.

2. A probationary member may challenge his termination on his own under any applicable statute, but not under the provisions of this Agreement.

ARTICLE 7
EVALUATIONS

1. DCHA will include police-related performance criteria in its annual performance evaluation of each member that will compare the member's performance with the standards and elements established for his/her position.

2. DCHA will publish established performance standards to each member and will not hold a member accountable for standards that have not been communicated to him/her before the evaluation period.

3. Any performance standard must be reasonably specific, feasible, relevant and measurable to be used to evaluate whether a member has met or is achieving DCHA objectives for his/her position.

4. A member has the right to submit a written rebuttal to the Department of Human Resources, after his/her immediate supervisor has signed off on the performance evaluation.

5. The Department of Human Resources will consider the rebuttal before signing off on a performance evaluation.

6. Individual performance evaluations shall not be grievable.

7. The supervisor who directly supervised a member for the longest period of time within the rating period shall be the primary rating official.

ARTICLE 8
LABOR-MANAGEMENT COMMITTEE

Section A

The Parties will establish a Labor-Management Committee (the "Committee") that will consist of three members appointed by each Party.

Section B

The Committee will meet with the DCHAPD Chief of Police or his/her designee and the Director of Human Resource Management or his/her designee once every month, and may meet at other times as necessary upon the mutual agreement of the Parties. The Executive Director shall attend the first meeting of the Committee following the execution of this Agreement.

Section C

DCHA will grant administrative time to members of the Committee who are appointed by the Union to attend a labor-management meeting when it is held during the members' regular tour of duty.

Section D

The Parties may agree to allow guests of either Party to attend a meeting of the Committee.

Section E

At least three (3) days prior to any scheduled meeting the Parties will exchange agendas, which may include for discussion any matter of mutual interest, other than individual disciplinary actions, appeals or grievances, except that the Parties may discuss underlying systemic problems which may have led to complaints or grievances about disciplinary actions. In the event that the Union fails to submit its agenda as required, DCHA may cancel the meeting.

Section F

DCHA and the Union agree to alternate the responsibilities for preparing minutes detailing the matters discussed by the Committee during each meeting. DCHA will prepare the minutes for the first Committee meeting. Thereafter, the Parties will alternate the responsibilities of preparing minutes for each subsequent meeting.

Section G

The Committee may submit a written recommendation following the meeting to the Executive Director or his/her designee, who will respond to the recommendation no later than the next scheduled meeting of the Committee.

ARTICLE 9
DISTRIBUTION OF THE AGREEMENT AND ORIENTATION OF MEMBERS

Section A

DCHA will print or otherwise reproduce copies of this Agreement and will distribute a copy to each individual currently in the Bargaining Unit and to each new member thereafter entering the Bargaining Unit. The costs associated with printing or reproduction will be borne by DCHA.

Section B

DCHA will allow the Union to make a presentation, not to exceed thirty (30) minutes, at all orientations for new members of the Bargaining Unit, during which time the Union will be allowed to distribute documents and information pertaining to Union membership.

Section C

DCHA will provide reasonable advance notice to the Union of the date, time and place of all orientation sessions.

Section D

1. DCHA will include the following statement in any member handbook or orientation materials distributed to Bargaining Unit members:

   "The Fraternal Order of Police/DCHA Labor Committee (FOP) represents the officers, senior officers, special police officers and security officers (collectively referred to as "officers") of the DCHA Police Department. The FOP is the exclusive Bargaining Unit representative for the officers and is available to assist them in any employment-related matter. You may contact the FOP through its elected officers and stewards or at the business office at 711 4th Street, NW, telephone number 202-408-7767."

2. DCHA will list "Fraternal Order of Police/DCHA Labor Committee 202-408-7767" or comparable information in its telephone directory and DCHA will provide a copy of its telephone directory to the Union.

ARTICLE 10
UNION SECURITY AND DUES DEDUCTIONS

Section A

Membership in the Union is not a condition of employment with the DCHAPD.

Section B

DCHA will deduct Union dues as provided in this section.

1. DCHA shall deduct Union dues from the wages of each unit member, whether paid on a bi-weekly basis or otherwise, upon authorization by the member.

2. DCHA shall start deducting Union dues within two (2) pay periods following the submission of the member's authorization.

3. A dues-deduction authorization may be canceled by a member upon written notification to the Union and DCHA at least thirty (30) days prior to the requested effective date of the cancellation. If the member remains in the Bargaining Unit, DCHA shall withhold a service fee in accordance with Section C of this Article.

Section C

DCHA will deduct service fees from member wages as provided in this section.

1. DCHA shall deduct, without a written authorization, a service fee from the wages, whether paid bi-weekly or otherwise, of each unit member who does not become a member of the Union.

2. DCHA shall start deducting service fees from each unit member who is not a Union member within two (2) pay periods of the member's entry on duty, and shall start deducting service fees from each current unit member who is not a Union member no later than the second full pay period following the effective date of this Agreement.

3. The service fee shall be equal to the bi-weekly Union dues which are attributable to representation and in an amount determined by the Union, and the Union will provide written notice thereof to DCHA.

Section D

1. DCHA does not assume any obligation with regard to the deduction of dues other than that expressed herein.

2. The Parties acknowledge that DCHA shall not be held liable by any member for any adverse consequences or direct or indirect damages relating in any way to errors or omission in carrying out the provision of this Article.

ARTICLE 11
NO STRIKES

Section A

For the purpose of this Agreement, the term "strike" includes any strike or concerted action with others involving failure to report for duty; the willful absence from one's position; the slowdown or stoppage of work; the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the DCHA.

Section B

Neither the Union nor any member in the Bargaining Unit shall initiate, authorize, actively support or participate in a strike.

Section C

Any member who engages in a strike, as defined herein, will be terminated if DCHA proves that misconduct by a preponderance of the evidence in compliance with the provisions of Article 14 and provided the dismissal is sustained on appeal, if any.

Section D

In the event of a strike as prohibited by this Article, DCHA agrees that there shall be no liability on the part of the Union provided that upon notification, in writing, by DCHA of said strike, the Union meets the following conditions:

1. Within no more than eight (8) hours after receipt of written notification by DCHA of any strike, the Union shall publicly disavow the action by posting a notice on each Union space on DCHA bulletin boards and issuing a press release to the media stating the strike is unauthorized and unsupported by the Union. Notwithstanding the provisions contained in Article 24, the Union may use DCHA facilities for the limited purpose of carrying out its responsibilities under this Article.

2. The Union shall in good faith urge (in writing, verbally, or both) the members in the Bargaining Unit to return to work. The Union's failure to comply with the above condition, in the event of a strike in which members of the Bargaining Unit participate, shall be grounds for DCHA to terminate this Agreement.

Section E

DCHA agrees not to lock out Bargaining Unit members, but it may close any facility and take any

actions necessary to provide for the safety of members and the public at large provided that it notifies the Union in advance or as soon as possible after taking the action.

ARTICLE 12
UNION TIME

Section A -- Union Representative

1. Disciplinary Actions

    a. DCHA will allow a Union representative a reasonable amount of union time, not to exceed thirty (30) minutes, to confer with a member before the member provides a statement in any matter which is or may become a disciplinary action. If the member or Union representative involved is working at a fixed post at the time, the member may conduct the initial conference with Union representative by telephone.

    b. A member has the right to have an on-duty Union representative with him for the duration of any interview in which he/she is to answer questions in any administrative investigation in which the member is a target or, during the course of the interview, becomes a target of the investigation.

    c. If for a justifiable reason, no Union Representative is available to provide consultation within that time, the DCHAPD shall delay questioning for up to one (1) day in which the member will identify and consult with a Union Representative.

2. Non-disciplinary Grievances

    a. DCHA will allow a member and his/her on-duty Union representative a reasonable amount of time, not to exceed thirty (30) minutes, to confer about a grievance or potential grievance. If the member and the Union representative involved are working at fixed posts at the time, they may conduct the conference by telephone.

    b. DCHA will allow a Union official sufficient time to file and negotiate a non-disciplinary grievance and to attend the arbitration of that grievance.

Section B -- Training

DCHA will allow Union representatives to attend shop steward training while in a duty status.

Section C -- Union Administration

1. DCHA will allow elected Union officials union time in which to perform Union-related activities.

2. The Union Chairman, or his/her designee, will submit a notice to excuse a named Union official for this purpose at least five workdays prior to the desired date, although DCHA may approve an absence for this purpose without notice.

3. DCHA may rescind an approved absence under this section for a declared emergency by the DCHAPD Chief of Police, provided that it will allow the absence as soon as possible after the expiration of the emergency.

Section D -- Union Meetings, Conferences and Police Ceremonies

DCHA will allow members union time to attend Union activities, meetings, conferences, and ceremonies upon timely request from the Chairman.

DCHA agrees to provide office space for use by the Union at headquarters located at 1133 North Capitol Street, NE for official union business only.

Section E -- Other Meetings and Conferences

1. DCHA will not holdover any elected Union official when the holdover would prevent the official from attending the Union's monthly meeting, provided that the Union has given written notice of its meeting to the Chief of Police at least five (5) days in advance of its meeting.

2. DCHA will not unreasonably deny the use of personal leave by Union officials or members to attend Union or police-related conferences or meetings.

Section F -- Effect of Absences

DCHA will not count any absences under this Article against the Union or DCHA members under the agreed-upon PIC compensation formula.

Section G -- Limitations on Use of Union Time

1. DCHA will allow one thousand (1000) paid hours each year for approved absences for Union members with respect to activities referred to in this article. In addition, DCHA shall allow the Chairperson to work exclusively on Union matters during one half of his/ her scheduled tour each week; however the total number of hours shall not exceed 1040 hours per year.

2. The Union Chairman shall make all necessary requests for approval for the use of paid hours under this Article, and shall submit a request to a DCHAPD official of the rank of lieutenant or above, indicating the date, time and name of the member.

3. The Chairman shall file a monthly report of the paid hours used under this Article.

4. Union time for meetings and negotiations between Union officials and DCHAPD required by the provisions of this Agreement shall not count against the allowance set forth in Section G(1).

Section H—Requests for Union Time

The Union will endeavor to request union time as far in advance as possible and DCHAPD will respond to the request within twenty-four (24) hours of the request, unless the request is filed on Friday, Saturday or Sunday. If it is filed on a Friday, Saturday or Sunday, DCHA will respond by Tuesday at 10:00 a.m.

ARTICLE 13
RELEASE OF INFORMATION

Section A

A Party may obtain from the other the information, data or records necessary for and relevant to the enforcement of the terms of this Agreement or relevant to negotiations. The Union also may request, and DCHA shall provide, information, data or records pertaining to an individual member which is not otherwise restricted by law within a reasonable time.

Section B

The requesting Party will reimburse the other for costs incurred in producing the requested material.

Section C

DCHA will provide to the Union the following information identified in this section without a request.

1. One copy of all new or revised statements of policy which affect members in the Bargaining Unit after the statements are finalized.

2. Each month a list of all members in the Bargaining Unit, including as to each member his name, job title, series and grade, type of appointment and status.

3. EEO-1 reports and data relevant to the Bargaining Unit.

4. Merit staffing vacancy announcements as they are first posted.

ARTICLE 14
HEALTH AND SAFETY AT THE WORKSITE

Section A

DCHA and the Union agree to exert every reasonable effort to provide and maintain safe working conditions and health protections for members of DCHAPD which are consistent with the Occupational Safety and Health Administration (OSHA).

Section B

Employees shall be alert to practices, equipment and conditions that constitute a safety or health hazard and shall report such conditions to their immediate supervisors and/or the Watch Commander.

Section C

Stewards may bring to the attention of the Watch Commander any perceived safety or health hazard and DCHA will provide a response to that steward or to the Union within three (3) workdays.

Section D

Employees involved in any type of on-duty accident shall, unless physical injury prevents them from doing so, immediately notify the Watch Commander and execute all required forms prior to release from their tour of duty.

Section E

DCHA will implement measures necessary to insure that the DCHA staff responsible for the maintenance and cleaning of DCHA buildings will keep post areas and restrooms used by members in a clean and sanitary condition.

Section F

Employees injured in any manner off duty shall, submit a detailed explanation of how the injury incurred within a twenty-four (24) hour period, unless the injury prevents them from doing so.

Section G

The parties shall discuss health and safety at the worksite at any Labor-Management Committee meeting without the necessity of including the subject in the pre-meeting agenda. That committee will ensure to the extent possible that the health and safety concerns of the members are addressed by DCHA in a timely manner. As an extension of the Labor-Management Committee, both parties agree to establish a Health and Safety Sub-committee

that will be chaired by the Deputy Executive Director of Operations. The sub-committee will meet quarterly, or as necessary, to address any health and safety issues regarding the posts and/or work assignments.

Section H

DCHA shall conduct yearly inspections at all worksites to which DCHAPD personnel are assigned and shall provide a copy of the inspection report to the Union.

Section I

DCHA shall abate any hazardous conditions at all worksites as required by law or as recommended by a certified inspector and shall provide to the Union copies of any inspection reports or reports of the corrective actions taken.

ARTICLE 15
DISCIPLINE

Section I. Definitions, General and Notice

Section A -- Definitions

a. *"Administrative Suspensions"* temporarily prohibit a member from performing police duty following a loss of police powers.

b. *"Admonition"* is an oral warning or letter of prejudice indicating disapproval of a specific act, infraction or violation of policy, the repetition of which could result in a more serious disciplinary action.

c. *"Days"* refers to workdays, not including Saturdays, Sundays and holidays, unless otherwise specified.

d. *"Disciplinary action"* is, in order of gravity from least to most severe, an admonition, reprimand, suspension, reduction in rank, grade or pay, or removal.

e. *"Disciplinary Action Notice"* shall be the form of any written disciplinary action.

f. *"Mitigating or aggravating factors"* are those matters relevant to management's selection of the gravity of the disciplinary action and the severity of any penalty.

g. *"Nexus"* means a reasonable connection between the conduct of a member and the ability of the member to perform his/her job or the ability of DCHA to perform effectively.

h. *"Reduction in grade"* is an involuntary personnel action, which lowers the grade level of a member.

i. *"Reduction in pay"* is an involuntary personnel action that reduces a member's scheduled rate of pay.

j. *"Removal"* is the involuntary separation from DCHA employment for cause as specified in this Agreement.

k. *"Reprimand"* is a written censure issued to a member concerning a specific act, infraction or violation of policy, but which does not impose any more serious form of disciplinary action.

l. *"Revocation of Police Powers"* means that a member's powers to enforce the laws, rules and regulations of the District of Columbia in the DCHA Properties or otherwise, are revoked. A member whose police powers have been revoked

shall not wear any portion of his/her uniform, display a DCHA badge or use a DCHA-issued service weapon.

m. *"Suspension"* is an involuntary personnel action by which a member is placed in a temporary non-duty, non-pay status, provided that no suspension shall exceed thirty (30) days unless ordered by an arbitrator or other legal authority.

Section B--General

1. DCHA will not admonish, reprimand, suspend, reduce in rank, grade or pay, or remove a member, except as provided in this Article.

2. DCHA shall administer disciplinary actions in a fair, equitable, consistent, objective and nondiscriminatory manner. DCHA shall ensure that members' representatives and witnesses shall be free from restraint, coercion, interference or reprisal by DCHA or its members in the administration of discipline.

3. Disciplinary actions shall be taken for cause, including, but not limited to, the infractions set forth in the attached Table of Appropriate Penalties in Appendix A of this Agreement. In this context, "cause" refers to the reason why management intends to impose discipline; "just cause" means that the reason is legitimate. A member has the right to a timely notice of a proposed disciplinary action, the opportunity to respond to the proposal and a decision by management on the merits. A lawful Reduction in Force (RIF) is not a disciplinary action.

4. Disciplinary actions other than removals are to be corrective and not punitive in nature.

5. After discovery of the incident, a supervisory official designated by DCHA shall conduct an investigation of the incident. A designee of the Director of Human Resources shall review the investigation, the compilation of any required documentation, and the recommendation of the official before a decision is made on whether to propose a disciplinary action. DCHA will initiate any disciplinary action promptly following completion of any necessary investigation, but not later than 65 calendar days from the date upon which DCHA learned of the alleged misconduct. The requirements of this subsection shall not apply, however, during the pendency of a Metropolitan Police Department Force Investigation Team (F.I.T) discharge investigation or a criminal investigation into the incident and until the prosecuting office issues a write-off declining prosecution.

6. Unless the parties agree to an extension of time, DCHA will impose disciplinary actions within 55 calendar days of its final agency decision, and will do so in a manner that is consistent with the principles of "progressive discipline." DCHA will predicate its decision on the nature and gravity of the offense, its relationship to the member's assigned duties and responsibilities, the member's work record and other relevant factors (e.g., "Douglas Factors"). Consideration will be given to any aggravating or

mitigating circumstances where appropriate and such consideration shall be included in writing in the disciplinary action file.

7. In showing that a member's conduct would affect or has affected adversely the ability of the member or the DCHA to perform effectively, DCHA must demonstrate nexus. Any nexus, which is relied upon, must be set forth in the Disciplinary Action Notice. Case law, arbitration decisions, or other relevant authorities may be relied upon in taking any action for cause or in demonstrating nexus.

8. The standard of proof in disciplinary matters is a preponderance of the evidence.

9. If otherwise in a duty status, each member against whom a disciplinary action has been proposed shall be entitled to a reasonable amount of union time, not to exceed ten (10) hours of administrative leave, to prepare the member's appeal.

10. Any member against whom a disciplinary action is taken or proposed shall have the right to be accompanied, represented, and advised by an attorney or other representative of his/her choice in the preparation and presentation of the member's answer to a disciplinary action.

11. An member shall raise every defense or matter in extenuation or mitigation of which the member has knowledge or which is relevant to the cause(s), specification(s), or proposed penalty at the time of the answer.

12. Except as otherwise provided in this Article, DCHA will maintain documentation concerning a disciplinary action for no more than three (3) years from the effective date of the action, unless a competent authority, such as a court, an arbitrator or the District of Columbia Office of Human Rights, orders its removal prior to that time.

13. Except in the case of emergency suspensions, DCHA will not implement a proposed disciplinary action before it has made a final decision after considering any grievance appeals filed by the member within DCHA or unless the member fails to file a grievance within the prescribed time period.

Section C--Notice Procedures

1. Except in the circumstances of an Administrative Suspension, DCHA shall provide a member against whom a disciplinary action is proposed with at least ten (10) days advanced Disciplinary Action Notice. The proposed Disciplinary Action Notice will include:

    a. Each charge against the member and the specific conduct relevant to the charge;

    b. A reference to the legal or contractual basis for each charge;

    c. A description of all matters that it intends to consider in making its decision;

d. The location and procedure for review and copying all documents upon which each charge is based, including witness statements. Documentation that cannot be disclosed to the member, or to his/her representative or a designated physician, shall not be used to support the reasons given in the notice;

e. A statement of and the basis for the proposed penalty;

f. An explanation of the member's right to respond to the notice;

g. The time within which and the person to whom the response must be filed;

h. A reference to the fact that the FOP/DCHA Labor Committee is the exclusive bargaining-unit representative and that the Union is available to assist the accused member;

i. An explanation of the member's right to appeal an adverse decision; and

j. A copy of the documentary evidence upon which DCHA has based its decision to propose the disciplinary action.

2. DCHA will notify the Union in writing of any disciplinary action it undertakes against a unit member.

a. The Union notice shall include:

(1) The date the proposal was issued to the member;

(2) The name of the member;

(3) The names of the proposing and deciding officials;

(4) A description of the offense; and

(5) The proposed penalty.

b. The confidentiality of the details of the events giving rise to the disciplinary action shall be maintained until such time as the member provides a written notice to the DCHA's Human Resources Director or his/her designee that the member has selected the Union or another representative for the proposed action.

3. The first day of the notice period shall be the first day following the date on which service of the Disciplinary Action Notice is made to the member, either in person or by first class, certified or registered mail, or the date on which service was tendered and refused.

4. An member to whom the personal service of the Disciplinary Action Notice is issued shall be asked to acknowledge receipt. If the member refuses to acknowledge receipt,

an appropriate written statement, signed by a witness, may be used as evidence of service. If the member is not in a duty status, the notice of the proposed action shall be sent to the member's last known address by the U.S. Mail, first class, certified or registered mail, return receipt requested (or private mail services, e.g., Federal Express or United Postal Service, with signed confirmation).

5. DCHA may document a member's refusal to accept personal service or to acknowledge receipt of any notice required by this Article as evidence of service.

Section II--Types of Actions

1. Admonition

   a. A supervisor or other appropriate management official may issue an admonition, but will do so in private and in a professional manner.

   b. A member is not entitled to notice or the opportunity to reply to an admonition, but may elect to submit a written response to the official who issued the admonition.

   c. DCHA will not consider an admonition in choosing an appropriate penalty in a subsequent disciplinary action, but it may use an admonition as evidence to rebut a member's assertion that DCHA had failed to provide prior guidance or warning prior to a disciplinary action.

   d. DCHA will not keep a record of an admonition in any part of a member's official personnel file.

2. Reprimand

   a. A regional commander or other appropriate superior department official may propose a reprimand.

   b. DCHA may rely on a reprimand as a prior offense in proposing subsequent disciplinary actions or penalties, but may not do so after two (2) years from the date of issuance. After two (2) years, DCHA must remove the reprimand from all files pertaining to the affected member. Receipt of three (3) reprimands within a two-year (2) period may subject the member to an unsatisfactory performance rating at his/her next rating period.

   c. A member may contest a reprimand by submitting an oral or written appeal to the Chief of Police within ten (10) days of its issuance.

   d. The Chief of Police or his/her designee may sustain, modify or rescind the reprimand, but may not increase, the level of discipline based on the facts underlying the reprimand.

e. The Chief of Police will make the final DCHA decision on a proposed reprimand. The member may not appeal or grieve the decision of the Chief of Police.

3. Suspension or Reduction in Grade or Pay

a. A regional commander or other appropriate superior management official may propose a suspension or a reduction in grade or pay.

b. DCHA may rely on any sustained suspension or reduction in rank or pay as a prior offense in proposing subsequent disciplinary actions or penalties, but may not do so after three (3) years from the effective date of the action.

c. A member may respond in writing to a proposed Disciplinary Action Notice of suspension or reduction in grade or pay within ten (10) days of its service and may meet with the deciding official to present his/her response.

d. The Chief of Police will make the final DCHA decision on a proposed suspension or reduction in grade or pay. The Chief of Police may sustain, modify or rescind, but may not increase, the suspension or proposed reduction in grade or pay.

e. The member may appeal the final decision to arbitration under the grievance procedures set forth in Article 16 of this Agreement.

4. Removal

a. A regional commander or other appropriate superior management official may propose removal.

b. A member may respond in writing to a proposed Disciplinary Action Notice of removal within ten (10) days of its service and may meet with the deciding official to present his/her response.

c. The Chief of Police will make the final DCHA decision on a proposed removal of a member. However, the Chief of Police's decision shall be reviewed by the Executive Director of the DCHA prior to issuance to the member and final implementation

d. The member may appeal the final decision to arbitration under the grievance procedures set forth in Article 16 of this Agreement.

5. Administrative Suspensions

a. Administrative suspensions are immediate actions to place a member in a non-duty status. Concurrent with a revocation of police powers, the Chief of Police or other appropriate management official may place a member on an administrative suspension.

b. Administrative suspensions, including the revocation of police powers, are appropriate under circumstances when the member's conduct may pose an immediate hazard to DCHA, the integrity of DCHAPD operations, the member concerned, other members/employees or residents. Administrative suspensions

also may be implemented when a member's conduct may be detrimental to the public, health, safety or welfare.

c. Except in circumstances when a Special Police Officer's commission or Security Officer's certification is suspended or revoked as described in c(2) below, a member placed on administrative suspension shall remain in a pay status pending a decision to either return the member to work or until DCHAPD's final decision on a disciplinary action is issued. Members shall receive an administrative suspension upon the occurrence of the following:

(1) For Sworn Officers or Special Police Officers, circumstances leading to a revocation of the police powers; or

(2) For Special Police Officers, revocation or suspension of his/her commission by the Security Officers Management Branch ("SOMB") of the Metropolitan Police Department, except that, a Special Police Officer shall be placed in a non-pay status (i) immediately upon the loss of commission, when SOMB suspends or revokes the commission for circumstances involving a member's arrest for criminal conduct, other matters under active police investigation or prosecution, or (ii) not later than the second business day following the day DCHA is notified of the SOMB action, when SOMB suspends or revokes the commission for circumstances for some administrative infraction such as but not limited to expiration or failure to qualify with a firearm. In the circumstances in 3(b)(ii), the member shall be allowed one (1) day of paid leave to offer to SOMB and DCHA any explanation of any mistake or administrative error that the member believes caused a wrongful revocation or suspension of his/her commission.

d. DCHA will conduct an immediate preliminary investigation of any matter involving a Special Police Officer that could result in the suspension or revocation of the officer's commission. The preliminary investigation will address the available evidence relating to all elements of any alleged misconduct or offense. DCHA will report the results of its preliminary investigation to the SOMB within twenty-four (24) hours of completion of the initial report or referral to the SOMB.

e. DCHA will act promptly to issue any proposed disciplinary action following completion of its investigation of the circumstances of any conduct that result in administrative suspension and revocation of police powers.

ARTICLE 16
INVESTIGATORY QUESTIONING

Section A

1. When a member can reasonably expect discipline to result from an investigatory interview or the member is the target of an administrative investigation, DCHA will remind the member person that they are entitled to consult with a union representative and the member may request to delay the questioning to consult with a Union representative.

2. Upon request, DCHA shall delay questioning for up to two (2) hours to allow the member to consult with a Union representative. If for a justifiable reason, no Union representative is available to permit consultation within that time, DCHA shall delay questioning for up to one (1) day in which time the member will locate and consult with a Union representative.

3. DCHA shall not intentionally mislead a member or Union representative as to the purpose of an investigatory interview.

4. A member's Union representative may be present at all investigatory questioning sessions to which this Article applies, but may not answer questions on behalf of the member. The representative may request that the investigating official clarify the issue under investigation.

5. DCHA may refuse to allow a particular Union representative to represent a member under this Article, if the representative's presence is disruptive or he is involved as a witness or target in the matter under investigation. In that event, the member shall then arrange for an alternate representative.

6. At the time a written statement is prepared DCHA shall provide to the member and representative if present, a copy of the written statement by the member, DCHA will not alter the statement or create another version of it without the consent of the member.

Section B

1. Prior to the commencement of any questioning of unit members, the DCHAPD shall inform the member of the following:

    a. The type of investigation being conducted (criminal or administrative) and, if the matter is administrative, then the specific reason for the questioning or type of complaint involved;

    b. Whether the member is a target of the investigation, if known, at that time;

    c. The name of any known complainant, unless that information would jeopardize the security of the investigation or the safety of the complainant or witness; and

d. The name, rank and assignment of the official who will ask the questions and the name, rank and assignment of persons to be present during the investigation.

2. The questioning will take place at a reasonable time except when, in the judgment of the DCHA official in charge of the investigation, exigent circumstances require otherwise.

3. DCHA will not conduct questioning sessions for unreasonable periods of time and shall allow for reasonable, periodic rest periods for meals and personal necessities.

4. DCHA shall not subject a member to scurrilous, profane or demeaning language.

5. At the point that an investigation focuses upon the member as the principal in a violation of the criminal law, DCHA shall advise the member of his/her rights under the law and the rules of criminal procedure.

6. If the official in charge of the investigation decides to record the questioning session, the official must record the entire session, with proper notations as to when rest breaks and off-the-record discussions began and ended. If an administrative session is recorded in any format or medium, DCHA shall provide a copy of the recording to the Union.

Section C

DCHA has the right to have a representative from the offices the Department of Human Resources, the Office of the General Counsel, and the Office of the Executive Director present for the duration of any interview with management in which the member is to answer questions relating to any potential disciplinary action.

ARTICLE 17
GRIEVANCE PROCEDURE

Section A--Purpose

The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. The grievance and arbitration procedures set forth in this Article are intended to be the exclusive procedures for resolving grievances and disputes between members and DCHA.

Section B--Scope

1. Only an allegation of a violation, misapplication, or misinterpretation of this Agreement shall constitute a grievance under this Agreement. A grievance can also be filed for a complaint that there has been a violation or misapplication of any law, rule or regulation which affects the terms or conditions of employment under this Agreement.

2. One or more Union members may file a grievance under this Agreement with or without Union representation. DCHA shall ensure that all settlements reached with respect to grievance resolution and other matters regarding the enforcement of this Agreement shall be implemented.

3. "Days" shall refer to workdays, not including Saturdays, Sundays and holidays.

Section C--Presentation of Grievances

1. General Provisions

    a. All time limits will be strictly observed unless the Parties mutually agree to extend such time limits, which agreement shall be confirmed in writing.

    b. DCHA and the Union agree that every effort will first be made to settle the grievance within DCHA and at the lowest possible administrative level.

    c. The members in the Bargaining Unit and the Union shall follow the procedures set forth in this Article with respect to any grievance they may have and shall not follow any other course of action to resolve their grievances. If either Party breaches this provision, the right to invoke the provisions of this Article as to the incident involved shall be forfeited.

    d. The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.

    e. The fact that a grievance is raised by a member, regardless of its ultimate disposition, shall not be recorded in the member's personnel file or other record; utilized in the promotion process; nor shall such fact be used in any recommendation for job placement; nor shall an member be placed in jeopardy or be subject to reprisal for having followed this Grievance Procedure.

f. If a member is given a directive by a supervisory authority that he believes to be in conflict with the provisions of this Agreement, the member shall comply with the directive at the time it is given and thereafter exercise his right to grieve the matter. The member's compliance with such a directive will not prejudice the member's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

g. The presentation and discussion of grievances provided for in this Article shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, to attend. No witnesses shall be heard unless their relevancy to the case has been established. Such witnesses shall be present only for the time necessary for them to present personal testimony. When the presentation and discussion of grievances or hearing as provided for in this procedure are held during the normal working hours of the participants, all members who are entitled to be present shall be excused with pay for that purpose. However, if operational demands so dictate, DCHA may request that the Arbitrator allow member-witnesses to appear for testimony on an "on-call" or other staggered basis in order to minimize any disruption of DCHAPD operations.

h. DCHA may request, by written notification to the Union Chairman, additional information which it deems necessary to identify or clarify the matter at issue in a group or class grievance. If the Union Chairman does not respond in writing within five (5) days of receipt of the notification, DCHA may treat the grievance as resolved.

i. If DCHA declares a grievance non-grievable/arbitrable, it must make such declaration in writing in response to the step the grievance was put in writing *and identify the basis for the declaration*. If the matter proceeds to arbitration, the arbitrator will decide grievability as a threshold issue.

j. A grievance not submitted by the member within the time limits prescribed for each step of the procedure shall be considered satisfactorily settled on the basis of the last decision received by the member, which shall not be subject to further appeal, nor shall the Union be entitled to pursue the grievance further. A grievance not responded to by the appropriate management representative within the time limits specified at any step authorizes the member to pursue the grievance at the next higher step of the procedure.

k. DCHA and the Union shall provide current and accurate information and documentation to all requests from the other Party for information related to the preparation and presentation of a grievance or response thereto.

2. Types of Grievances

a. Personal. A grievance of a personal nature requires the signature of the aggrieved member at Step 2 even if the Union represents the grievant. In the case of an individual grievant proceeding without Union representation, the

Union shall be given the opportunity, with an advance notification, to be present and to offer its views at any meeting held to adjust the grievance. The Union has the right to grieve any resolution of a personal grievance, if the resolution conflicts with the provisions of this agreement. A copy of any settlement agreement reached between DCHA and individual grievant without Union representation, or any adjustment, decision and response made by DCHA must be sent to the Union Chairman.

b. Group. If a grievance involves a group of five (5) or more members raising the same issue, the Union Chairman shall file the grievance on behalf of the group at the lowest level capable of resolving the grievance. The grievance shall be signed by the Union Chairman and at least one (1) member of the group and shall be in accordance with the same time limits and other requirements as if it were an individual grievance.

c. Class. If a grievance involves all the members in the Bargaining Unit, the grievance may be filed by the Union as a class grievance directly at Step 2 of the Grievance Procedure. It is understood that grievances filed by the Union, as class grievances will be processed only if the issue raised by the grievance is the same to all members involved.

Section D--Procedural Steps

Step 1-- Oral Notice to Immediate Supervisor

a. The aggrieved member, with or without his/her Union Steward, shall orally or in writing present and discuss the grievance with his/her immediate supervisor or official at the lowest level capable of resolving the grievance. If the supervisor or official lacks the authority to resolve the grievance, he/she shall refer the member to the appropriate DCHAPD management official. The aggrieved member must file the grievance within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days of the member's or Union's knowledge of the event.

b. The supervisor or other appropriate official shall make a decision and communicate the decision to the member within ten (10) days from the initial presentation of the grievance.

c. If the supervisor refuses to meet with the member and his/her representative, the aggrieved member may treat the grievance as denied.

Step 2 -- Written Step

a. If the grievance is not resolved orally at Step 1, the member, with or without his/her representative, may submit a written grievance to the appropriate official at the next level of command within fifteen (15) business days following

the response to Step 1. The specific written grievance presented at Step 2 shall be used solely and exclusively as the basis for all subsequent steps.

b. The written grievance at Step 2, and all steps thereafter, shall contain the following:

(1) A statement of the specific provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;

(2) The manner in which the provision is purported to have been violated, misapplied or misinterpreted;

(3) The date or dates on which the alleged violation, misinterpretation or misapplication occurred;

(4) The specific remedy or adjustment sought;

(5) Authorization for the Union or other member representative, if desired by the member, to act as his/her representative in the grievance; and

(6) Signature of the aggrieved member and representative, if applicable.

c. Should the grievance not contain the required information, the grievant shall be so notified by DCHA in writing and given three (3) days upon notification to resubmit the grievance.

d. The appropriate higher official shall respond in writing to this grievance within fifteen (15) business days of its receipt. The written response shall contain the following:

(1) An affirmation or denial of the facts upon which the grievance is based;

(2) An analysis of the alleged violation of the Agreement;

(3) The remedy or adjustment, if any, to be made; and

(4) Signature of the appropriate management representative.

e. Class grievances shall be submitted by the Union to the Chief of Police or his/her designee in writing at this step of the grievance procedure as provided for in Section C (2)(c) of this Article and shall contain the following:

(1) A statement of the specific provisions of the Agreement alleged to have been violated;

(2) The manner in which the provision is purported to have been violated;

(3) The date or dates on which the alleged violation occurred;

(4) The specific remedy or adjustment sought;

(5) A statement that the grievance involves all members in the Bargaining Unit and that the issue or issues raised by the grievance are the same as to all members involved;

(6) Signature of the Union Chairman; and

(7) The required information must be furnished in sufficient detail to identify and clarify the matter at issue that forms the basis for the grievance.

f. The Chief of Police or his designee shall respond in writing to the class grievance within twenty (20) days of its receipt. The written response shall contain the following:

(i) An affirmation or denial of the facts upon which the grievance is based;

(ii) An analysis of the alleged violation of the Agreement;

(iii) The remedy or adjustment, if any, to be made; and

(iv) Signature of the appropriate management official.

Step 3 -- Submission to Chief of Police or His/Her Designee

If the grievance remains unsettled, the member shall submit it to the Chief of Police, or his/her designee within fifteen (15) days following receipt of the Step 2 response. Within fifteen (15) days following the receipt of the Step 3 grievance, the Chief of Police or his/her designee shall meet with the aggrieved member and his representative to attempt to resolve the grievance or must respond in writing. The Chief of Police may consult with the Director of Human Resources and may include the Director of Human Resources or his/her designee in any stage of the Step 3 grievance. If a meeting occurs, the Chief of Police or his/her designee shall respond in writing to the member and his representative within ten (10) days following the Step 3 meeting. If the Union is not representing the member, the Chief of Police, or his/her designee must send a copy of the Step 3 response to the Union within ten (10) days of the Step 3 meeting.

Step 4 -- Union Decides Whether to Arbitrate

If the grievance remains unsettled, the Union shall advise the Chief of Police, or his/her designee, in a signed statement (with a courtesy copy to the Director of Human Resources and the General Counsel) indicating whether the Union intends to pursue arbitration of the matter on behalf of the member(s) within ten (10) days from receipt of the Chief of Police or his/her designee's response. Only the Union can advance a grievance to arbitration.

Section E--Arbitration

1. The Parties agree that arbitration is the method of resolving grievances which have not been satisfactorily resolved pursuant to the Grievance Procedure and is the agreed method of appealing adverse actions involving suspensions for more than thirty (30) days or removals as defined in Article 14 (Discipline), following the exhaustion of the internal Grievance Procedure.

2. Within fourteen (14) days of DCHA's receipt of the arbitration request, the parties shall discuss possible settlement of the grievance. If the grievance is not resolved, the moving Party shall solicit a panel of seven (7) impartial arbitrators from the Federation Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the FMCS or AAA panel, the Parties shall meet to select a mutually agreeable arbitrator. If the list does not contain a mutually agreeable

arbitrator, each Party shall alternatively strike names from the panel until one (1) remains. The parties will exchange discovery information and documents (witness lists, exhibits, etc.) in a manner which will allow adequate time for preparation for the hearing. Neither Party may rely on evidence in its case in chief which was not previously disclosed in discovery to the other.

3. If, before the selection process begins, either Party maintains that the panel of arbitrators is unacceptable, a request for a new panel from the FMCS or AAA shall be made. Subsequent requests can be made until the Parties receive an acceptable panel.

4. If either Party refuses to participate in the selection of an arbitrator, FMCS or AAA has the authority to appoint one, upon the request of the opposing Party.

5. The prevailing party, as determined by the arbitrator, will pay only twenty-five percent (25%) of the arbitrator's fees and costs.

6. In arbitration awards or settlements which involve an order for back pay, DCHA shall make the payment within sixty (60) days of the date of the decision. If the payment is not timely made, DCHA shall pay a late fee for each late day, beginning on the sixty-first day, at the rate of 5% per annum on the unpaid amount.

Section F--Expedited Arbitration

1. General

In lieu of the general arbitration procedures in this Article, the Parties may by mutual agreement, refer a particular grievance to expedited arbitration. The Parties shall use the expedited arbitration procedure set forth in this section for all grievances involving disciplinary actions for suspensions of thirty (30) days or less or reductions of rank and/or pay of an member. The expedited procedure also may be used to resolve questions or issues concerning wage payments to a single member (e.g., the calculation of overtime or the appropriate pay rate for work performed). These cases shall be processed with the utmost speed and attention in order to assure prompt resolution of the issues raised by the member and/or the Union. With this in mind the Parties agree that one Arbitrator selected from a standing panel of arbitrators mutually selected by the Parties to this Agreement may hear multiple cases on the same day.

2. Selection of Arbitrators

a. The Parties shall designate a permanent panel of arbitrators to hear all expedited cases under this Article. The panel shall be comprised of four (4) Arbitrators jointly selected by stipulation. In the event the Parties are unable to agree on the initial panel in a reasonable time, the Parties may select from a panel of twenty-eight (28) choices supplied by the FMCS. To create the original panel, DCHA and the Union shall jointly request four (4) panels and shall share the

costs. The Parties shall strike from each set of panels to select one arbitrator to serve on the panel of four (4) permanent Arbitrators. A coin shall be tossed to determine who shall strike first.

b. The Parties shall use the same procedure to select an alternate Arbitrator who shall be utilized if the four (4) permanent Arbitrators are incapacitated or otherwise unavailable on the regular monthly hearing day. On each anniversary of the execution date of this Agreement, either Party may request the selection of a different panel of four (4) Arbitrators or to replace any one (1) of the original four (4) Arbitrators. Any successor panel or Arbitrator shall be selected in the same manner as the original, but any original Arbitrator shall continue to serve until the successor has agreed to the retainer and begins conducting regular monthly hearings.

c. The Arbitrators shall be assigned on a rotating basis to all the hearings.

d. As a condition of selection to the panel, the Arbitrator must reside locally within the metropolitan area, and agree that he/she shall:

(1) Conduct hearings at a site selected by DCHA or FOP on a rotating basis on the same day each month, every month;

(2) Issue all decisions within twenty (20) days after the hearing has been completed; and

(3) Hear all cases presented on the same day or on the first available day thereafter, if a full day is not sufficient to complete the pending docket of grievances ready for expedited arbitration.

3. Expedited Arbitration Procedures

a. The grievances shall be scheduled for a hearing in the order in which the request for arbitration is received by the Chief of Police or his/her designee. The Director of Human Resources or his/her designee shall notify the Union in writing of which cases shall be heard, the Arbitrator and the time and location of the hearing. Arbitration requests received ten (10) calendar days or less prior to the Arbitrator's monthly scheduled hearing date, shall not be heard during that hearing period but shall be scheduled for the next monthly hearing date. The Parties shall exchange witness lists no later than seven (7) days prior to the hearing date. Any Agreement between the Parties to changes the date for hearing a case must be mutually agreed upon in writing by both Parties.

b. The Parties shall cooperate in the scheduling of hearings to ensure that neither Union nor DCHA shall incur any arbitration fee for a month when the Arbitrator does not hear any cases under the Article. Any Party that is responsible for the untimely cancellation of a scheduled hearing shall be responsible for any fees and/or expenses charged by the arbitrator. The Party who wishes to cancel any case scheduled for a hearing date shall cancel in writing. If the case is not cancelled before the established cancellation date, the canceling Party shall pay any fees and/or expenses charged by the Arbitrator. If a case that was untimely canceled is scheduled for a day when other cases are scheduled, the costs shall be apportioned.

c. The loser shall pay the fees and costs of the Arbitrator who heard the case. If more than one grievance is heard on the same day, the Arbitrator's costs shall be prorated among the losing Parties to those cases. In cases where it is unclear whether or not a Party has lost the case, the Arbitrator shall apportion the fees and costs.

d. The Arbitrator will issue a final award at the close of the hearing unless with the agreement of the Parties additional time is needed. The Arbitrator will issue a written award in sufficient detail to explain the decision within the twenty (20) days following the close of the hearing or after the Arbitrator receives the Parties' briefs, if any, whichever is later. A statement of the Arbitrator's fee and costs shall accompany the decision.

e. DCHA and the Union shall provide current and accurate information and documentation to all requests for information related to the preparation and presentation of a grievance.

Article 18
Leave

Section A -- General

Leave is any authorized absence during regularly scheduled work hours approved by an appropriate authority. All leave must be requested in writing, except that in situations where a member cannot or did not anticipate the need for leave, he may request leave by telephone and reduce it to writing on his return to duty. The DCHAPD agrees to inform the member whether his/her leave is approved within twenty-four (24) hours of the submission.

DCHA may rescind an approved absence under the section for a declared emergency by the Chief of Police, provided that it will allow the absence as soon as possible after the expiration of the emergency.

Section B -- Annual Leave

1. Annual leave is paid leave from duty without loss of pay for vacation or time allowed for personal or emergency purposes. Annual leave will be accrued at the following rates:

a.	Less than 3 years of service	½ day (4 hours) per pay period or 13 days per year
b.	3 - 15 years of service	¾ day (6 hours) per pay period or 20 days per year
c.	15 or more years of service	1 day (8 hours) per pay period or 26 days per year

2. Annual leave can be saved. A maximum of 240 hours can be carried over from year to year.

3. At termination of employment with DCHA, a member will be paid a lump-sum for any unused annual leave. In the event of death, unused annual leave is paid to survivor(s). Payment follows the same order of precedence or is made in accordance with specific designation.

4. DCHA will not deny a request for annual leave for discipline or for arbitrary or capricious reasons and, if leave is denied, it will indicate the reasons for denial on the request form.

Section C -- Sick Leave

1. Sick leave is paid leave granted to members to be used when a member is incapacitated by sickness or injury, including medical, dental, or optical examination or treatment. A

member may be required to provide a physician's certificate for disabilities related to pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Sick leave also may be used for necessary care and attendance during illness of children, spouse, or the member's immediate family, and may require a physician's certificate. The family is defined as persons related by blood, marriage, or adoption, as well as, members involved in relationships characterized by the permanence, duration, and stability normally associated with family relationships or marriage. Use of sick leave for any other purpose is an abuse of this policy and may subject the member to disciplinary action.

2. The earning rate for full time members is four (4) hours for each full bi-weekly pay period. Sick leave which is not used during the leave year in which it accrues shall accumulate and be available for use in succeeding years. There is no limitation on the amount of sick leave a member can accumulate.

3. A physician's statement may be required for a sick leave absence for an unreasonable period of time, (i.e. in excess of three (3) workdays). No member is required to disclose the exact nature of any illness that is not related to the performance of duty, but must disclose the nature of any injury whether or not related to the performance of duty.

4. Members shall be charged sick leave for time spent while on duty seeking diagnosis and/or treatment for non-duty-related illnesses or injuries.

5. If within a twelve (12) month period, a member accrues his/her fourth (4^{th}) sick leave absence, management may issue a warning to the member if the incident appears to have a pattern, the member has a history of calling out on sick leave, etc. After the fifth (5^{th}) sick leave incidents, management may place the member on leave restriction.

6. Management shall notify the Union President prior to issuance of a leave restriction or disciplinary action to a member regarding attendance related problems. The pending action shall be delayed for a period of fifteen (15) workdays after the notice to the Union in order to provide the Union an opportunity to counsel the member regarding contributing causes related to the attendance problems and how to address those problems. The member will be allowed up to one (1) hour of Union time to meet with a Union official for this counseling.

7. Management is not required to provide the opportunity for Union counseling to a member, as stated in this Article, more than one (1) time in a twelve (12) month period.

8. Once a member is placed on leave restriction, the member must, upon request, furnish a doctors certificate for each absence from work which is claimed as sick leave. The leave restriction requiring a member to furnish a doctor's certification for each absence charged to sick leave shall be reviewed within ninety (90) calendar days. The leave restriction shall be reviewed with the member. The Union may be included in the

review only with the member's consent. Where improvement of the use of sick leave is evident, the documentation request shall be rescinded. The authority for rescinding the restriction resides solely with the Chief of Police. At no time shall a member be required to furnish a doctor's certificate for longer than six (6) months after the initial leave restriction.

Section D -- Unauthorized Absence (AWOL)

A member absent from duty without official approval shall not receive paid compensation for the duration of the absence. Denial of paid compensation shall not affect the right of DCHA to invoke any other appropriate form of disciplinary action up to removal.

Section E -- Family And Medical Leave Policy

1. It is the policy of DCHA to grant up to sixteen (16) weeks of family and medical leave during any twenty-four (24) month period to eligible members, in accordance with the D.C. Family and Medical Leave Act, D.C. Code §32-501 *et. seq*. (DCFMLA). The leave may be paid, unpaid or a combination of paid and unpaid.

2. The DCFMLA applies to members who have worked for DCHA for one year without a break in service prior to requesting leave under the FMLA and who have been paid for at least 1000 hours during the last twelve (12) months.

Section F -- Military and Reserve Component

DCHA shall grant leave to members of the U.S. Armed Forces and the National Guard in accordance with District Government or Federal laws and regulations regarding military, National Guard and reserve components, as stated therein.

Section G -- Call In For Emergency or Illness

A request for leave for illness or an emergency is required at least one (1) hour prior to the first hour of the member's scheduled tour of duty. All requests shall be called into the member's Watch Commander. If the Watch Commander is not on duty or cannot be reached, the member shall leave a message. Leave will not be approved until the member has spoken to an official who approves leave. If the Watch Commander does not call back within twenty (20) minutes, the member shall call the main DCHAPD office number (202) 535-2575 and speak to an official before the tour-of-duty begins. If for some reason there no one answers, the member shall leave a message. DCHA will not require the member to disclose personal medical information other than whether the condition is an illness or injury.

Section H -- Administrative Leave

1. Administrative leave is an officially approved absence from duty without loss of pay and without charge to leave.
2. DCHA may grant administrative leave to members to participate in seminars, institutes, examinations, and other activities away from the DCHA directly related to work.

Section I -- Bereavement Leave

Members shall be entitled to use three (3) days of leave with pay (their regular scheduled day of work before the funeral, the day of and the day following the funeral) in the event of the death of a member of their immediate family. For the purpose of this Article 17, immediate family shall mean an member's spouse, domestic partner, child, parent, brother, sister, spouse's parent, brother, sister, child's spouse, grandchild or grandparent. This does not preclude a member from requesting additional leave.

Section J -- Court Leave

Members required to perform jury duty are entitled to their regular rate of pay for such absences provided any payment received as jury compensation is tendered to DCHA's payroll office, with the exception of remuneration for travel expenses.

Section K -- Approval of Leave

Approval of leave shall be in accordance with DCHA policies and procedures. If the policies conflict with the current collective bargaining agreement then the Agreement shall govern.

Section L -- Holidays

The DCHA allows the following paid holidays:

(a)	New Year's Day	(January 1st)
(b)	Dr. M.L. King Jr.'s Birthday	(3rd Monday in January)
(c)	President's Day	(3rd Monday in February)
(d)	Memorial Day	(last Monday in May)
(e)	Independence Day	(July 4th)
(f)	Labor Day	(1st Monday in September)
(g)	Columbus Day	(2nd Monday in October)
(h)	Veteran's Day	(November 11)
(i)	Thanksgiving Day	(4th Thursday in November)
(j)	Christmas Day	(December 25th)
(k)	Inauguration Day	(Once every four years)
(l)	Emancipation Day	(April 16)

(m) Other (As determined by the Executive Director)

Section M--Leave Incentive Program

Section 1 -- General

In order to recognize a member's productivity through his/her responsible use of accrued sick leave, beginning the calendar year 2014, DCHA agrees to provide personal leave incentive in accordance with the following:

1. A full-time permanent member who is in a pay status for the leave year shall accrue annually:

    a. Five (5) personal leave days (forty (40) hours) for using less than sixteen (16) hours of accrued sick leave in a year.
    b. Four (4) personal leave days (thirty-two (32) hours) for utilizing seventeen (17) hours to twenty-three hours (23) hours of accrued sick leave in a year.
    c. Three (3) personal leave days (twenty-four (24) hours) for utilizing more than twenty-four (24) hours to thirty-two (32) hours of accrued sick leave in a year.
    d. Two (2) personal leave days (sixteen (16) hours) for utilizing more than thirty-three (33) hours to forty (40) hours of accrued sick leave in a year.

2. Members shall be compensated for personal leave days earned in accordance with Section A above at the member's regular hourly rate on or before the 2nd pay period in February of each calendar year.

Section 2 -- Eligibility

To be eligible, a member must be in an active pay status for twenty-six (26) pay periods during the leave year. Members in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for personal leave incentives under this Article. Sick leave usage for maternity leave and/or a serious health condition as defined in the D.C. Family and Medical Leave Act, D.C. Code §32-501 et. seq.**,** not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for personal leave under this Article.

Section 3 -- Part-time Members
Part-time members are not eligible for personal leave as provided in this Article.

Section N -- Definitions

1. "Annual Leave" scheduled pay leave earned by a member for absence from duty without loss of pay for vacation, or time allowed for personal or emergency purposes.

2. “Sick Leave” is paid leave granted to members to be used when an member is incapacitated by sickness or injury or disability as certified by a physician certificate for disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth, and recovery therefrom for medical dental or optical examination or treatment for necessary care and attendance during illness of children spouse, or the member immediate family.
3. “Leave without Pay” is applied when a member is in an approved leave status but does not have sufficient leave to be applied for the time taken.
4. “Absence Without Leave” is applied when a member is absent from duty without approval. The member shall not receive paid compensation for the duration of the absence.
5. “Leave of Absence” may be granted for a specific time not to exceed one year but requires the approval of the Executive Director.

ARTICLE 19
TARDINESS

Section A

Each instance of tardiness shall be recorded in the member DCHAPD Log Book regardless of the reason for reporting late, and may be supplemented by a statement from the member explaining his reason for being tardy. These reports shall be removed from the personnel folder one year from the date of the tardiness.

Section B

The expected tardiness procedures as set forth in the applicable General Orders shall remain in effect. A member must use accrued compensatory time, leave or leave without pay, hour for hour, for each of the first three instances of tardiness. A tardy member must take at least one (1) hour of leave, during which time the member shall not assume his assignment.

Section C

DCHA will take disciplinary action against a member for his or her fourth and subsequent tardiness during a one (1) year period, after giving due consideration to all statements documented pursuant to subsection A of this Article.

ARTICLE 20
SENIORITY

Where objective considerations are equal, seniority shall be used as the tiebreaker in assigning days off, vacations, and assignments. "Objective considerations" include, but are not limited to such matters as the following: ability, skill, and qualifications for an assignment; suitability; and availability of other qualified members of the Bargaining Unit in the case of days off and vacations. Seniority is defined as time in grade.

ARTICLE 21
MERIT STAFFING

Section A General

1. DCHA will apply its merit principles in a consistent and equitable manner to all member-applicants for unit vacancies, and will assign, evaluate, transfer, promote, and upgrade officers based on merit, skill, ability and job performance. This requirement will apply to filling vacancies in any specialized unit which is established within the DCHA police department.

2. DCHA will review its hiring criteria and position qualifications to insure that they are relevant to the performance requirements of each position, and shall not require a member to meet unnecessary requirements or criteria.

Section B Selections for Vacant Positions

1. DCHA will post the notice for vacant positions in DCHAPD for in-house members for a period of ten (10) days, after which period DCHA will determine whether there is any certifiable candidates. Thereafter, DCHA may publish the notice outside of the agency, if there are not applications from certifiable in-house candidates.

2. Within two (2) business days, DCHA will provide to the Union Chairman copy of all vacancy announcements, cancellations, corrections or amendments.

3. DCHA shall take into consideration an applicant's experience as a DCHAPD Special Police Officer and Security Officer in filling vacancies.

4. DCHA will interview all qualified member-applicants, if it interviews any.

5. DCHA will conduct all interviews in a manner that is reasonably consistent and fair to unit members.

Section C

A Special Police Officer (SPO) or Security Office (SO) who has completed his/her probationary period who thereafter accepts a conditional offer of employment as a Police Officer and who enters the Police Training Academy, shall be returned to his position as an SPO or SO as the case maybe at any time during: Phase 1: Fundamentals of the MPD; Phase 2: Crimes Against Persons, D.C. Code Part 1; or Phase 3: Crimes Against Property, D.C. Code Part 2, if;

1. He/She fails to successfully complete any or all of the training levels at that point, or

2. He/She elects to drop out of the Academy.

At the completion of Phase 3 the SPO or SO must elect to continue his training without the right to return to his/her position as an SPO or SO or exercise his option under Section C.2. The SPO or SO shall notify the DCHA in writing within five (5) work days of completion of Phase 3 that he/she has elected to return to his SPO or SO position.

Section D

A SO who has completed his/her probationary period who thereafter accepts a conditional offer of employment as a SPO and who enters the Special Police Officers Training Program, shall be returned to his/her position as an SO at any time during Phase 1: D.C. Code Part 1; Phase 2: D.C. Code Part 2; Phase 3: Laws of Arrest/Arrest Procedures;

1. He/She fails to successfully complete any or all of the training levels at that point, or

2. He/She elects to drop out of the Special Police Officers Training Program.

At the completion of Phase 3 the SO must elect to continue his/her training without the right to return to his/her position as an SO or exercise his option under Section D. 2. The SO shall notify the DCHA in writing within five (5) work days of completion of Phase 3 that he/she has elected to return to his/her SO position.

Section E

Any member covered under Sections C or D of this Article who elected to forfeit his/her right to return to his/her position but does not successfully complete the training program may revert to his/her former position provided that DCHA has not filled that vacancy, notifies DCHA in writing of his/her desire to return to his/her former position within five (5) days of leaving the training program, and remains in good standing as defined by the Agency.

ARTICLE 22
SCHEDULING

Section A

DCHA will assign days off and tours of duty that are either fixed or rotating on a known and regular schedule which will be posted or made available to unit members.

Section B

DCHA will notify a member seven (7) days in advance of any changes to his schedule, except that the Chief of Police may suspend this requirement on an agency-wide basis for an unforeseen operational demand which directly affects the delivery of services to and the security of the residents or DCHA employees. In any situation in which DCHA suspends the 7-day advance notice provision, the Chief of Police will notify the Union of the reason for the suspension as soon as possible, but no more than forty-eight (48) hours.

Section C

DCHA will not change a member's tour of duty or days off for discipline.

ARTICLE 23
USE OF DCHA FACILITIES

Section A

DCHA will provide suitable space in its facilities for bulletin boards on which the Union may display material related to its activities, provided that the material does not contain personal attacks. All material displayed will be signed by an officer of the Union and a copy will be provided to DCHA's Department of Human Resource. The Union also has the right to mount a reasonably sized bulletin board or other similar device at each fixed post and to display material thereon, subject to requirements of this Article.

Section B

DCHA agrees to furnish to the Union access to a private area to be used by the Union in connection with the handling of member grievances and complaints. If a private area is not available in the area requested by the Union, a like area will be made available upon reasonable request.

Section C

DCHA will allow the Union reasonable use of facilities under its control during non-working hours upon a timely request to the Chief of Police. The Union will exercise reasonable care in the use of a facility and will leave it in a clean and orderly condition.

Section D

Without specific prior written approval from the Chief of Police or his/her designee, the Union may not utilize DCHA mail, telecommunications, computer systems, or other equipment to conduct Union business, except that a member may use a telephone to communicate with a Union representative as otherwise provided in this Agreement with respect to representation and grievances and a Union representative may use a photo copier to copy grievances or other material to be submitted to DCHA upon verbal approval from the Chief of Police or his/her designee.

ARTICLE 24
TRANSPORTATION

Section A

1. DCHA will transport members who are on duty to and from posts and other assignments, and shall return members to the point of origin.

2. DCHA will not discriminate against members with respect to holdover and overtime drafts or assignments because of their choice of mode of transportation.

3. Members are responsible for their own transportation to the assigned reporting location to begin their tour of duty and will not use a privately-owned vehicle (POV) in the performance of their DCHA duties, unless otherwise provided for in an agreement among the Chief of Police, the member, and the Union.

4. DCHA will inform members of the post or location to which each shall report for duty before the end of the previously scheduled tour of duty.

5. DCHA will transport members, including member's representative, if necessary, to and from the location of an investigative interview.

Section B

1. A member must report any vandalism regarding his/her POV to Supervising Watch Commander prior to leaving the scene of the vandalism, and must report the incident to the appropriate law-enforcement agency for investigation.

2. When DCHA determines that there is a reasonable basis to conclude that there is damage to a member's POV, that the vehicle was parked in the area of his/her DCHA post while the member was on duty, and the damage is connected to his/her status as a DCHA officer or official actions taken as a DCHA officer, DCHA may reimburse the member for repairs to the POV in an amount not to exceed his/her insurance deductible, but no more than $500.00 per incident. The payments provided for herein shall not exceed a total of $1,000 per year.

ARTICLE 25
WAGES AND COMPENSATION

Section A -- Compensation and Schedules

Effective the first day of the first full pay period beginning on or after January 1, 2018, the Fiscal Year 2017 salary schedules of bargaining unit employees shall be adjusted by two and one-half percent (2.5%).

Section B -- Differentials And Premium Pay

Members covered by this Agreement will earn differential pay at the same rate as non-union Employees in the police department. DCHA will pay a night differential of 4% for members time worked from 1800 hours to 0600 hours. Members will earn Sunday premium pay at the rate that they are currently paid and will be paid in the same manner as currently provided in DCHA policy.

Section C -- Beneficial Tax Plans

DCHA will make a good faith effort to implement any advantageous member tax plans and other member pretax benefit plans that are permitted under IRS regulations.

Section D -- Lunch Period

DCHA will compensate members when it fails to provide lunchtime relief in accordance with the Fair Labor Standards Act.

Section E -- Acting Pay

If a member is detailed or temporarily assigned to a higher paid position for sixty (60) days or more, DCHA thereafter shall compensate the member at the grade and lowest step of the position, which is above his/her permanent rate of compensation.

Section F -- Contracting Out

DCHA may contract out work normally performed by bargaining-unit members only when it will not result in the displacement of current unit positions. In the event that DCHA undertakes to study or plan to contract out work in the future, it will notify the Union within one workday of commencing the study or plan.

Section G -- Death in the Line of Duty

DCHA will **expeditiously** process all paperwork for all members who die in the line of duty.

ARTICLE 26
OVERTIME

Section A

Work in excess of the normal work week hours or the normal work day hours shall be paid at the rate of one and one-half times the member's basic hourly rate, provided that the member has been in a pay status for all regular hours scheduled for that work week or work day. The seven (7) day work week begins at 12:00 AM on Sunday.

Section B

Except as otherwise provided by this Agreement and to the extent allowed by the Fair Labor Standards Act (FLSA) the parties agree DCHA may substitute compensatory time for overtime payment.

Section C

To the extent that DCHA's present policies, procedures and practices equal or exceed the requirements of the FLSA, those policies, procedures, and practices shall remain in effect, except as otherwise provided herein.

Section D

For the purposes of determining entitlement to compensatory time and overtime pay, all hours of work performed outside the basic work week and the basic work day shall be deemed overtime hours.

Section E

Whenever a member of the Bargaining Unit is entitled to compensatory time off for overtime worked, he/she shall receive compensatory time at a rate of 1.5 hours of compensatory time for each hour of overtime work performed.

Section F

Compensatory time earned prior to FLSA entitlement shall be accrued and administered in accordance with existing DCHA policies and procedures, and shall be maintained separate and apart from compensatory time earned pursuant to the banking provisions of the FLSA.

Section G

DCHA will pay members at the overtime rate, not by way of compensatory time, for all overtime worked in excess of one hour whether as a result of call-ins, holdovers, delays in providing transportation or relief.

Section H

An member is eligible to work overtime any day, provided that he/she worked a full tour-of-duty and/or was in an approved annual leave status, immediately prior to the day that he/she is scheduled for overtime and he/she was not suspended without pay, absence without leave, leave restriction, or in a leave without pay status.

Section I

DCHA will assign overtime opportunities equitably and fairly among all qualified members. DCHA will pay all overtime and compensatory time in increments of fifteen minutes.

Section J

DCHA will compensate employees at the overtime rate for hours worked when the agency declares an administrative closing and releases its other employees.

ARTICLE 27
OPTICAL AND DENTAL PLANS

Section A

Unit members retain the right to participate in optical and dental plans available to other DCHA employees not covered by a bargaining agreement.

Section B

Members who are terminated or who leave DCHA may elect to continue health and insurance coverage, at their own expense and without any contribution, under the COBRA provisions pursuant to federal law.

ARTICLE 28
UNIFORMS AND EQUIPMENT

Section A

DCHA agrees to provide all Bargaining Unit members whose duties require uniforms with a supply of five (5) uniforms. Replacement uniforms will be provided only when the worn uniforms are returned to DCHA and the Chief of Police or his/her designee determines that a replacement uniform is necessary.

Section B

Uniforms shall be worn in a manner consistent with applicable District of Columbia regulations. Members who have been issued uniforms are required to wear those uniforms while on duty. A member may cover his/her uniform garments whenever he/she or she is required to appear or conduct DCHA business in public without a weapon.

Section C

If DCHA determines that protective clothing is required for certain members to perform their duties, such items shall be provided. If protective clothing is provided, it must be worn. In its determination of whether protective clothing is required for a member's duties, DCHA shall follow the appropriate OSHA safety standards as well as any other applicable laws, rules and regulations.

Section D

Members required to work outside shall be furnished with appropriate clothing, such as rainwear, etc., which is suitable for the weather conditions in which they are required to work.

Section E

Members who terminate their employment are required to return their uniforms prior to receiving their final paycheck.

Section F

Members shall be required to reimburse DCHA the lesser of the current value or the cost to replace or repair any equipment, uniform and/or weapons issued by DCHA which are damaged or lost due to the negligence of members. Such reimbursement may be paid in lump sum or by payroll deduction as follows:

1. The minimum payment shall be $25.00 per pay period and the maximum shall be $150.00 per pay period until paid in full.

2. In the event the member leaves the employment of DCHA, any unpaid balance shall be deducted from any amounts due to the member for salary, unused paid leave, or other compensation at the time of separation.

3. If the amounts due to the member at the time of separation are insufficient to pay the remaining balance due, the member shall pay the DCHA that amount within one (1) week of separation.

Section G

DCHA will accommodate members by purchasing size appropriate uniform changes when requested during pregnancy.

ARTICLE 29
FITNESS FOR DUTY POLICY

SECTION A -- INTRODUCTION

The Union recognizes DCHA's right to establish physical fitness standards applicable to new applicants. With respect to current members of the Bargaining Unit, the Parties agree to jointly develop physical standards for all members of DCHAPD.

SECTION B -- PHYSICAL OR MEDICAL EVALUATIONS

The purpose of this section is to establish the process for administering physical examinations and/or medical evaluations of DCHAPD members as prescribed by DCHA.

SECTION C -- FITNESS FOR DUTY MEDICAL EVALUATION

1. Definitions

    a. Medical Conditions – A health impairment which results from injury or disease, including psychiatric disease, or other physical or mental impairment which may affect an individual's capacity to safely and satisfactorily perform his/her assigned duties.

    b. Medical Evaluation – An examination conducted by a Healthcare Practitioner to determine whether a medical condition exists.

2. A "fitness for duty" medical evaluation shall be requested by the Chief of Police or a supervisor when he/she has reason to believe that a member has a medical condition that warrants an evaluation.

3. When a member is believed to have a medical condition, the supervisor shall submit a report, through the Chief of Police, to the agency's Healthcare Practitioner.

    a. The report shall include observations, statements, or other objective information, including other written documentation, to support the supervisor's belief that the member has a medical condition, and a recommendation that the member be ordered to submit to a medical evaluation.

    b. Officials reviewing the request and recommendation shall forward the report through the Chief of Police without delay.

4. The request must be approved by the Human Resources Director.

5. Upon review of the approved request for a "fitness for duty" medical evaluation, after consulting with the Chief of Police, the Human Resources Director or designee shall instruct the member to report to the clinic within twenty-four (24) hours. The Union shall be notified only with the member's written consent.

6. In any case where a supervisor believes that a member is suffering from a sudden loss of control of his/her physical or mental functions, and it is not advisable to take the time to go through the written procedure, the supervisor shall immediately consult with the Chief of Police for immediate action.

    a. Upon the Chief of Police's approval, coupled with the supervisor's opinion, the Chief of Police or his/her designee shall:

        1. Contact the Human Resources Director;

        2. Explain the critical nature of the circumstance; and

        3. Request a waiver of the procedure in this Article.

    b. Upon approval of this emergency procedure by the Human Resources Director, the Chief of Police or his/her designee shall prepare a written request in which:

        1. The original shall be forwarded to the Human Resources Director; and

        2. A copy of the written request shall be hand-carried to the contracted healthcare practitioner for a medical evaluation of the member.

    c. Upon arrival of the supervisor, the Healthcare Practitioner shall immediately arrange for a consultation between the supervisor and the evaluating Healthcare Practitioner.

    d. The Healthcare Practitioner shall then:

        1. Set an appointment for the member to report to the clinic for the evaluation; and
        2. Explain that the regular procedure has been waived.

SECTION D -- CHIEF OF POLICE

1. The Chief of Police shall conduct an investigation and submit a report with recommendations to the Human Resources Director, in all instances where a member

fails to report to the Clinic for his/her scheduled physical examination/medical testing without making the appropriate prior notifications; and

2. Perform those duties prescribed in this Article concerning fitness for duty medical evaluations.

SECTION E -- HUMAN RESOURCES DIRECTOR

1. The Human Resources Director shall:

    a. Make the final decision of approving or disapproving all emergency requests for waivers; and
    b. Forward all requests for waivers to the Healthcare Practitioner and/or clinic after making the final decision.

ARTICLE 30
EMPLOYEE ASSISTANCE PROGRAM

Section A

DCHA will continue to offer Employee Assistance Programs ("EAP") services and benefits currently available to all other DCHA employees.

Section B

The Parties agree to investigate further enhancements to the existing program, including referrals to specialized treatment programs for law enforcement officials.

Section C

A member may not participate in the DCHA EAP for the same disorder and receive the related benefits of this Article, more than one time in each twelve (12) consecutive months of employment under this Agreement.

Section D

If the member refuses to seek EAP counseling or there is not an adequate improvement in work performance or attendance following referral, as determined by the supervisor, disciplinary action may be initiated as warranted under Article 14 of this Agreement.

ARTICLE 31
POLICE DEPARTMENT DRUG SCREENING PROGRAM

The random Drug Screening Program is a key component of the District of Columbia Housing Authority Police drug screening procedures to deter illicit drug use in order to further ensure the public's trust in our Department and to reinforce the public's confidence in the integrity of all members. The law enforcement mission of the Department cannot be effectively achieved without public confidence in the integrity of its Police Officers, Special Police Officers and Security Guards Any illicit drug use erodes that confidence and breeds disrespect for the law and for those entrusted with upholding it. This program is designed to be a proactive approach and deterrent to a serious societal problem facing all Police Officers and Officials (hereafter " members") Random drug screening is a reasonable, preventative, and protective procedure that maintains the Department's image and capability as an effective law enforcement agency.

PART I Responsibilities and procedures for members

A. General

I. The confirmed finding of an ill illicit or unauthorized substance in the urine, the refusal of a member to submit to a drug screen, or the involvement of a member in any action which undermines the integrity of the drug screening program or circumvents the procedures established by this department in conjunction with this program shall result in a discipline recommendation for termination of employment.

2. The collection procedures outlined in Drug Screening Program and Urine Specimen Collection Manual shall be used to collect and process urine specimens obtained pursuant to the provisions of this Order.

3. The Agency shall use a computer program to randomly select members regardless of rank at least once a week from the entire pool of members. The selection shall be made in the morning, all members will have an equal chance of being selected each week, therefore, some members may be selected more than once before other members are selected. The potential for selection again shortly after a drug screening is an important element of the preventative aspect of this program.

4. Upon receipt of the randomly selected individuals, the DCHAPD designee shall prepare a Notification to Report for Random Drug Screening (notice form) for each member selected that morning and ensure that the forms are delivered directly to the appropriate Watch Commanders before the first roll call of the day.
5. Members are prohibited from taking prescription medication that is not prescribed for them or taking medications in doses higher than recommended for their course of treatment.

6. Prior to their next tour of duty, members shall notify their immediate supervisor when they are required to use prescription or over- the- counter medication which has the potential to impair job performance. The member shall advise the supervisor of the name, dosage, and known side effects of such medication and the prescribed period of use. The supervisor shall document this information in a memorandum sent to the Human Resources Department.

7. Any member who unintentionally ingests, or is forced to ingest, a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the member's health and safety.

B. Notification

Members will be notified to appear at the testing facility by means of the notice form presented by the Watch Commander as soon as possible after the Watch Commander receives the notice form. The Watch Commander shall direct the member to report to the testing facility for testing. The Watch Commander shall notify the Department that the member has been directed to report for drug screening at the specified time. Members shall sign and date the notification form to document their acknowledgment that they were directed to report for drug screening. The original notice form shall be retained at the member's unit in a confidential file. A copy of the signed notice form shall be Faxed (or if necessary, hand carried) to HR immediately after the form is signed.

I. lf a member is on previously approved Annual Leave, Military Leave, Sick Leave, leave without pay or a scheduled day off when the notification is initially received by their unit, the Watch Commander shall document the reason that the member could not be tested on the notice form. The notice form shall be FAXED (or if necessary, hand carried) to HR immediately alter roll call.

2. When selected, members on administrative leave and extended sick leave shall report for screening as directed by their unit Watch Commander.

3. Members working tours of duty that coincide with the testing facility hours of operation for drug testing shall report to the testing facility, while on duty to provide a specimen Members working a tour of duty that does not start during the time period when the testing facility is open shall be scheduled to report to the testing facility no later than the conclusion of their tour Members that are scheduled to report after their normal tour will receive compensation pursuant to the provisions of the Collective Bargaining Agreement (CBA). The member shall prepare an 1130 which will be signed by a testing facility official.

4. If the member has a scheduled court commitment on the screening day, the member shall be directed to report to the screening facility prior to going to court, or if that is not possible, report to the screening facility after leaving court.

The Director, Court Liaison Division, shall be notified of the requirement that the member report for Random Drug Screening.

5. The Watch Commander shall send the Human Resources Department an e-mail message confirming the names of the members that were directed to report for drug screening and the members selected for drug screening that could not report on the selected date including the reason the member could not report. If e-mail is unavailable, the Watch Commander shall fax the confirmation message to Human Resources Department before the end of the tour.

C. Appearance at Screening Site

1. Members shall report to the screening facility on the date and time specified by their Watch Commander and shall:

   a. Ensure that their urine specimen is not contaminated with any foreign substance (adulteration) or diluted during the collection phase.

   b. Submit their own urine specimen, and ensure that the specimen has not been substituted for another substance.

   c. Not substitute their own urine specimen with any other person's specimen during the screening process

   d. Not take any action that would undermine the integrity of the drug screening program or circumvent the procedures established by this Department in conjunction with the drug screening program.

2. When a member reports to the screening facil1ty for screening under this program, the member shall have their identification folder, identification card, and or other officially issued proof of identification that includes a photograph of the member.

3. When a member reports sick after being served with a notice form they shall notify an official and report to the screening facility for screening as directed. lf a member is physically unable to report to the screening facility due to an incapacitating illness or injury on their screening day, they shall notify an official. The official shall prepare an investigative report documenting the circumstances which shall be signed by the Watch Commander then forwarded to Human Resources.

4. Emergency annual leave will normally not be granted except under unusual circumstances after a member has been served with a notice form. When requesting emergency leave the member shall advise the official that they have been served with a notice form and the specific reason(s) for the leave. If emergency leave is granted, a report documenting the unusual circumstances shall be submitted by the member to

their supervisor on the member's return to duty, the official granting the emergency leave shall prepare an investigative report with recommendations, through channels, to the Human Resources Department within three (3) business days. The official granting the emergency leave is responsible for verifying the emergency prompting the request.

D. Refusal

Refusal of a sworn member to submit to screening under this program shall result in the recommendation of termination of that member from the DCHAPD for refusal of Drug Screening.

E. Failure to Appear at the Screening Facility

Members that have been properly notified and fail to appear at the screening facility will be deemed to be in a "Refusal'' status absent exigent circumstances. The member shall immediately report the existence of exigent circumstances to the Watch Commander, of if unavailable, to the Deputy Chief of Police. A report documenting the exigent circumstances shall be submitted by the member to their immediate supervisor. In turn, the supervisor shall prepare an investigative report with recommendations, through channels, to Human Resources Department within three (3) business days. The validity of exigent circumstances shall be determined by Human Resources Department.

F. Positive Screening Results Pending Confirmation

The specimen of a member determined to be positive for illicit substances during the screening shall be tested using Gas Chromatography /Mass Spectrometry (GC/MS) to confirm the presence in the specimen of metabolites resulting from the use of illicit substances. The duty status of the member shall not be changed until the confirmation test results are received and reviewed by the Medical Review Officer.

G. Confirmation of Test Results

1. If the confirmation lest is negative no further action will be taken.

2. If the confirmation test is positive, the member shall be contacted by the Human Resources Department and directed to report and be interviewed by the Medical Review Officer (MRO) regarding the confirmed positive test Results. Medical Review Officer the physician responsible for Reading and interpreting drug screen analysis reports.

3. ln the case of a positive confirmation of a sample wherein the testee states that they are taking medication and where the confirmation levels are consistent with the reported medication, the MRO shall interview the testee to verify the proper use of prescription medications that could explain the confirmation levels. lf the positive test results cannot

be explained based on the prescription medication taken, the case shall be referred to the Deputy Chief of Police for discipline consideration.

H. Circumvention of Random Drug Screening Procedures

Any attempts to circumvent the procedures of the random drug screening program shall be investigated. An investigative report shall be prepared, with recommendations and forwarded to the Deputy Chief of Police within thirty (30) calendar days.

I. Adverse Action Proceedings

The Deputy Chief of Police will initiate the preparation of termination proceedings based on the recommendations from investigating official for all members with a confirmed positive urine test that are not the result of bona fide medical treatment by a licensed physician, psychiatrist, and/or dentist. Members refusing to appear for or submit to drug screening or the involvement of a member in any action which undermines the integrity or the drug screening program or circumvents the procedures of the program will also be recommend for termination.

PART II

A. Officials

1. Officials shall ensure that members under their direction strictly comply with the procedures outlined in this program.

2. Officials shall not post, publish, disseminate, or in any other way make known the names of members scheduled to be screened.

3. Because of the potential for the adverse "labeling" of a member, all activities associated with this program shall be considered confidential and personal. Violation of the confidentiality aspects of this program shall be considered as a circumvention of the random drug screening program and may subject the offending members to disciplinary action.

4. Officials shall take extreme care to respect the member's personal integrity during the entire drug screening process.

B. Command Personnel

Commanding Officials shall:

I. Ensure that the notice form is served as soon as possible on the day of receipt and that the member signs the notice form to document their acknowledgment of selection for random drug screening.

2. Ensure the screening facility is notified when a member is scheduled for drug screening in accordance with the provisions of this program.

3. Ensure the verification of the status of members whose notice form show that they are on Suspension without Pay, Leave without Pay, or Sick Leave. Upon verification, forward the notice form to the Human Resources Department.

4. Ensure that the executed notice form is retained and filed in their official personnel file (OPF) for three (3) years and then destroyed.

5. Investigate all reports of attempts to circumvent the procedures of the random drug screening program, which are forwarded to them, including refusals and failures to appear. The completed investigative report will, in all Instances, be forwarded in thirty (30) calendar days through channels to Human Resources Department with adverse action recommendations.

6. Upon notification of a positive confirmed drug test, order the member to report to the Deputy Chief of Police.

C. Human Resources

Human Resources shall:

1. Use an automated selection program to select members each morning when the screening facility is open.

2. Prepare the notice forms and forward them in a sealed envelope to the watch Commander each morning.

D. Confidentiality of Records

The Director of Human Relations shall ensure that the records are secured in compliance with the Privacy Act, 5 U.S.C. §552a and the patient confidentiality laws.

ARTICLE 32
SAVINGS CLAUSE

Section A

In the event that any part of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation or by decree of any court of competent jurisdiction, the remainder will remain in full force and effect.

Section B

Either Party may thereafter demand bargaining and initiate immediate negotiations to replace the invalid part.

ARTICLE 33
IMPACT BARGAINING

When a new DCHA order or regulation, or a change in an existing order or regulation, directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiation. Except in emergency situations, DCHA shall give written notice, seven (7) days in advance, and shall consult with the Union prior to the issuance of the new or changed order or regulation. In an emergency situation, DCHA shall consult with the Union as soon as conditions allow.

ARTICLE 34
DURATION AND FINALITY OF AGREEMENT

Section A

This Agreement will become effective upon approval and ratification as set forth in the Parties' Ground Rules for Contract Negotiations Agreement and will remain in full force and effect until September 30, 2021. If the Agreement is disapproved because specific provisions are asserted to be contrary to applicable law or if the Agreement is not ratified, the Parties will meet within thirty (30) days and resume bargaining to negotiate replacement provisions or agree to delete them.

Section B

This Agreement shall automatically renew for one (1) year periods thereafter unless either party gives to the other party written notice of its intent to terminate or modify the Agreement no later than May 4, 2020 or any subsequent May 4 anniversary thereafter. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect or in the event of an impasse, pending the completion of mediation and arbitration or both.

Section C

The Parties acknowledge that this Agreement represents the result of negotiations during which both Parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

Section D

It is agreed that any request by either Party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all Parties mutually agree in writing during the terms of this Agreement that modifications to the Agreement are necessary, they shall modify it.

Section E

Any provisions for the retroactive payment of wages, or other terms and conditions, shall only have the retroactive effect specified, but shall not apply to other terms and conditions set forth in this Agreement.

APPENDIX A

TABLE OF PENALTIES

This Appendix sets forth DCHA's Table of Penalties Guide. It identifies the infractions for which a member may be disciplined together with the range of penalties for each offense. DCHA shall not be strictly limited to the infractions and range of penalties listed in the Appendix (Table of Penalties). DCHA will use this statement of policy in accordance with Article 14, Discipline.

A member against whom discipline is proposed, or the Union acting on his behalf, is free to challenge DCHAs choice of any penalty from the Table as excessive and seek to mitigate the penalty.

	PENALTIES		
OFFENSE OR INFRACTION	**FIRST OFFENSE**	**SECOND OFFENSE**	**THIRD OFFENSE**
1. Fraud in Securing Appointment or Falsification of Official Records:			
a. Falsification of application for appointment or other personal history record by omission, or by making a false entry, with respect to a material item which would have precluded or cast doubt upon the advisability of selection for appointment or promotion.	Removal		
b. Willfully and knowingly making an untruthful statement of any kind in any verbal or written report pertaining to his/her official duties as a DCHA Police Officer to, or in the presence of any superior officer, or intended for the information of any superior officer, or making any untruthful statement before any court or any hearing.	Removal		
c. Falsification of material facts by omission, or by making a false entry, in official documents or records where property or funds are misused.	Removal		

2. Incompetence:			
a. Unsatisfactory performance of one or more major duties of his/her position, including duties directed by the Chief of Police as set forth in the policies, procedures, General Orders and Directives.	Reprimand to removal	Suspension for thirty (30) days to removal	Removal
b. Uninsurability under the DCHA's insurance policy if driving is a job requirement	Removal		
c. Failure to meet the qualification requirements for firearms use or training requirements for other service weapons issued by DCHA.	Removal		
d. Inefficiency as evidenced by repeated and well-founded complaints from supervisors and superior officers concerning the performance of police duty.	Reprimand to removal	Suspension of fifteen (15) days to removal	Removal
e. Revocation or suspension by Metropolitan Police Department of Special Police Officer's Commission or by other regulatory issuer of federal, state or D.C. certification, permit or license required to perform part or all of the member's duties.	Suspension for period of suspension of Commission to Removal	Removal	
3. Inexcusable Neglect of Duty:			
a. Negligence in performing official duties, including failure to follow verbal or written instructions, General Orders and Directives issued by the Chief of Police.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal

b. Failure to work safely, to observe precautions or to use protective clothing or equipment issued by DCHA, when such use is required.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal
c. Failure to provide appropriate service or handle an assignment arising out of interaction with DCHA residents, employees or the public.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
d. Intentionally providing misleading or inaccurate information to, or unauthorized representation of the Authority, before the Board of Commissioners, D.C. City Council, United States Congress, or the public.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
e. Willful failure to report promptly to the Chief of Police, any disloyalty or suspected disloyalty to the United States or to the Government of the District of Columbia; or to report promptly any violation by any person whomsoever, without or within the DCHAPD, of the Criminal Code of either the United States or the District of Columbia; or ignoring, concealing, or covering up a recognized offense or material fact, including the violation of any DCHAPD rules and regulations, for or about another employee, a supervisor, or a subordinate employee, which, if revealed, could result in disciplinary action being taken against the member.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal

f. Sworn Officer's serious or repeated violations of traffic regulations while driving an Authority patrol vehicle or a vehicle rented or leased for official policy purposes. Also, any reckless driving or improper operation of any motor vehicle by any member on Authority premises.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
g. Sleeping on duty.	Reprimand to removal	Suspension for up to thirty (30) days to removal	Removal
h. Failure to comply with rules issued by the Chief of Police on appearance, grooming and general rules of professional appearance.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
i. The negligent use or negligent loss of a firearm, service weapon, or other equipment not in conformity with Section 207, Title 6A, District of Columbia Municipal Regulations; and/or not in conformity with General Order No. 501 (Use of Force).	Reprimand to removal	Removal	
j. Failure to comply with DCHA guidelines and orders for the lawful use of force in the performance of duties.	Reprimand to removal	Removal	
k. Failure to report any Driving Under the Influence (DUI) or Driving While Impaired (DWI) charge occurring on or off the job which results in the loss of member's driver license or the restriction of driving privileges.	Removal		

l. Engaging in outside work, at any time, which presents a conflict of interest or the appearance of a conflict of interest.	Reprimand to removal	Removal	
m. Unauthorized performance of DCHA work by members outside of established work schedules without the supervisor's knowledge or approval.	Reprimand to removal	Removal	
n. Smoking in the workplace except in those locations that have been specifically designated as smoking areas.	Reprimand to removal	Removal	
4. Lack of Dependability:			
a. Malingering or feigning illness or disability in order to evade the performance of duty.	Reprimand to removal	Removal	
b. Abuse of sick leave after failing to comply with written leave restriction(s).	Reprimand to suspension for up to fifteen (15) days	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal
5. Insubordination:			
a. Refusal to obey orders or directives issued by the Chief of Police or willfully disobeying or refusing to comply with orders of any supervisor.	Reprimand to removal	Suspension of thirty (30) days to removal	Removal
b. The refusal of a member to submit to any testing or any type of examination required to remain qualified for duty.	Removal		

c. Refusal to accept any temporary assignment, reassignment, overtime or change in tour of duty or location.	Reprimand to removal	Suspension of thirty (30) days to removal	Removal
6. Dishonesty:			
a. Theft, destruction, or gross neglect in the use of DCHA property or materials, or of property or materials of any other person or tenant organization on DCHA property.	Suspension of up to fifteen (15) days to removal	Removal	
b. Deliberately misrepresenting facts of a situation in order to avoid carrying out assigned duties and/or responsibilities.	Suspension of up to thirty (30) days	Suspension of up to thirty (30) days to removal	Removal
c. Misuse, whether or not for personal gain, of DCHA funds or property, or other funds or property which come into the member's possession by reason of his/her official position.	Reprimand to removal	Suspension of thirty (30) days of removal	Removal
d. Submission of falsely stated travel, payroll, time and attendance, loan or purchase vouchers or other supporting documents.	Removal		
7. Inexcusable Absence:			
a. Failure to return to work at the end of a period of approved leave, including leave of absence.	Reprimand to removal	Removal	

b. Absence from work when the member has requested permission to be absent and the request has been denied. AWOL i.e., absence from duty without official leave.	Reprimand to suspension of up to fifteen (15) days	Suspension of thirty (30) days to removal	Removal
c. Violation of Tardiness Rules as evidenced by repeated document tardiness, which results in disciplinary action. Three tardy incidents within a (twelve) 12-month period shall be prima facie evidence of an infraction worthy of admonition. The member shall be disciplined on the fourth such instance.	Reprimand	Suspension of up to twenty (20) days	Suspension of twenty (20) days to removal
d. Failure to report for previously scheduled overtime or other relief without reasonable cause.	Reprimand to suspension of up to five (5) days	Removal	
8. Criminal Activity:			
a. Conviction of a felony on criminal charges for which a member may be imprisoned for more than one year. A plea of guilty or a conviction following a plea of *nolo contendere*, to such charge shall be deemed a conviction.	Removal		

b. Compromise a felony or any unlawful act or participate in, assent to, aid or assist any person suspected of a crime to escape full investigation or criminal process by failing to give known facts or reasonable cause of suspicion, or withdrawing any information relative to the charge or suspicion from the proper authorities. Receive any money, property, favor, or other compensation from, or on account of allowing, any person to go at large without due effort to investigate a crime.	Removal		
c. Promotion of, or assisting in the operation of, any organized gambling scheme, other than that permitted by law or regulation.	Reprimand to removal	Removal	
b. Gambling, other than that permitted by law or regulation.	Reprimand to removal	Suspension for fifteen (15) days to removal	Removal
c. Conviction of a misdemeanor, when the conviction is based on conduct that would affect adversely the member's or the Authority's ability to perform effectively. A plea of guilty, a finding of guilty, or a conviction following a plea of *nolo contendere*, to such a charge shall be deemed a conviction.	Removal		
9. Discourteous Treatment of the Public, a Supervisor or Other Employee:			

a. Using unnecessary and wanton force in arresting or imprisoning any person, or being discourteous or using unnecessary violence toward any person.	Reprimand to removal	Removal	
b. Knowingly making false or unfounded charges or statements concerning other employees, supervisors, or management officials.	Reprimand to removal	Suspension for ten (10) to twenty (20) days	Suspension for thirty (30) days to removal
c. Wrongfully threatening, fighting, inflicting bodily harm or intimidating, abusing, or coercing other employees, residents, or other persons or provoking such actions by others. Offering physical resistance to competent authority.	Reprimand to removal	Suspension of fifteen (15) days to removal	Removal
d. Rude or boisterous play or conduct which adversely affects policing, productivity, discipline, or morale.	Reprimand to removal	Suspension for up to fifteen (15) days to removal	Suspension for fifteen (15) days to removal
e. Use of abusive or offensive language or discourteous or disrespectful conduct toward official superiors, other employees or the public.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal
10. Any Political Activity Other Than That Which is Permitted by Law or the Constitution.	Violations shall be referred to special counsel of Merit Systems Protection Board ("MSPB"); punishment as ordered by the MSPB under the federal Hatch Act or successor law.		
11. Misuse, Mutilation or Destruction of Authority Property, Public Records, or Funds:			
a. Being found at fault as a result of an investigation of an accident involving a DCHA vehicle.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal

b. Use of, or authorizing use of, DCHA vehicle, service weapons, uniforms, property, facilities, or employees for other than official police business and noncompliance with specifications of the Chief of Police.	Reprimand to removal	Suspension of fifteen (15) days to removal	Removal
c. Willful concealment, misuse, removal, mutilation, alteration, or destruction of DCHA property, public records, or funds.	Reprimand to removal	Suspension of fifteen (15) days to removal	Suspension of thirty (30) days to removal
d. Use or possession of any weapon or equipment on duty other than those issued and authorized by DCHA	Reprimand to removal	Removal	
e. Failure to report an accident, involving an Authority vehicle, to the Authority and/or the police.	Reprimand to removal	Suspension of up to thirty (30) days	Suspension of thirty (30) days to removal
12. Other Failure of Good Behavior or Misconduct Which Is of Such a Nature That It Would Interfere with the Efficiency or Integrity of Authority Operations or Discredit The Employee's Performance:			
Being charged with or the commission of or participation in criminal, dishonest, or other conduct, of a nature that would interfere with the efficiency or integrity of Authority operations; or adversely affect the public's perception of the Authority or the member's performance.	Reprimand to removal	Suspension of fifteen (15) days to removal	Removal

13. Engaging in a Strike:			
a. Blocking or obstructing the lawful use by any other person(s) of any public thoroughfare or property, or of any position of access or exits to or from any public building, sidewalk, driveway, or the like if engaged in as part of a labor dispute with the Authority.	Reprimand to removal	Reprimand to removal	Reprimand to removal
b. Preventing any person from engaging in or continuing in any lawful work or use of equipment, by intimidation, force, or coercion of any kind, if engaged in as part of a labor dispute with the DCHA.	Suspension for thirty (30) days to removal	Reprimand to removal	Reprimand to removal
c. Failure or refusing to report to work, if such failure or refusal is engaged in as part of a labor dispute with the DCHA.	Reprimand to removal	Removal	
d. Failure or refusing to perform required duties, or performing them in an unsatisfactory manner, after warning from the member's supervisor, if such action or inaction is engaged in as part of a labor dispute with the DCHA.	Removal		
14. Misuse of Official Position or Unlawful Coercion of an Employee for Personal Gain or Benefit:			
a. Unauthorized display of a badge, a weapon or other evidence of authority.	Suspension for ten (10) days to removal	Suspension for thirty (30) days to removal	Removal

b. Soliciting or accepting gifts, loans, gratuities, favors or other consideration given to a member for the performance of his/her official duties. Members may not accept pay, either in money or in kind, from a resident for any reason.	Reprimand to removal	Suspension for thirty (30) days to removal	Removal
c. Any use of member's official position for personal gain, including gain for family, which is prohibited by the DCHAPD Code of Conduct or DCHA's conflict of interest rules.	Reprimand to removal	Suspension for fifteen (15) days to removal	Suspension for thirty (30) days to removal
d. Divulging confidential information from privileged official records to unauthorized individuals.	Suspension for thirty (30) days to removal	Removal	
e. Willful failure to pay those debts incurred to governments (Federal, State, or D.C.) in response to demands for payment without acceptable reasons. Willful failure to pay debts to commercial establishments and individuals supported by court judgments.	Reprimand to removal	Removal	
f. Violation of either DCHA's policy prohibiting sexual harassment or general order No. 109.	Reprimand to removal	Removal	

g. Discrimination as defined in the D.C. Human Rights Act of 1977, D.C. Code §2-1402 et. seq., to include but not be limited to race, age, creed, color, language, sex, socio-economic-cultural background, political affiliation, marital status, national origin, religion, sexual orientation, or disability.	Reprimand to removal	Suspension for thirty (30) days to removal	Removal
15. Alcohol Misuse and Substance Abuse:			
a. Drinking alcoholic beverage or beverage as described in Section 3, paragraph (e), "District of Columbia Alcohol Beverage Control Act," or being under the influence of "alcoholic beverage" or "beverage" while on duty.	Reprimand to removal	Suspension for ten (10) days to removal	Removal
b. Drinking "alcoholic beverage" or "beverage" as described in D.C. Code § 25-0103(5), "District of Columbia Alcoholic Beverage Control Act," while in uniform off duty.	Reprimand to removal	Suspension for ten (10) days to removal	Removal

APPENDIX B

COMMITTEE TO EXPLORE
OUTSIDE EMPLOYMENT FOR POLICE OFFICERS AND SENIOR POLICE OFFICERS

The Parties agree to establish a committee on the subject of police-related outside employment for DCHA police officers and senior police officers. The committee shall consist of appropriate management and union representatives. Union representatives shall include no more than two officers each from the subject groups and a union official.

The committee will meet quarterly, but may agree to meet more frequently to discuss outstanding issues.

The committee's findings will be submitted to the Chief of Police no later than one year after the execution of this agreement.

District of Columbia Housing Authority

_____

Adrianne Todman
Executive Director

Fraternal Order of Police/DCHA Labor Committee

_____

Yvonne Smith
Chairperson

APPENDIX C

MEMORANDUM OF UNDERSTANDING
EVALUATION COMMITTEE

The Parties also agree that it will form a performance evaluation committee to meet and establish standards for the DCHAPD performance evaluation process. The parties agree that the evaluation committee will develop performance criteria to serve as the basis for the career ladder opportunity for Security Officers in order to advance from Grade 3 to Grade 4 based on satisfying the agreed upon criteria. These standards shall become effective October 1, 2014.

IN WITNESS THEREOF, the Parties have fully executed this Memorandum of Understanding intending to be bound thereby this _____ day of January 2014.

District of Columbia Housing Authority

_____
Adrianne Todman
Executive Director

Fraternal Order of Police/DCHA Labor Committee

_____
Yvonne Smith
Chairperson

Department	Position Name	Incumbent	Last Hire Date	Budget$
Housing Choice Voucher	Deputy Director for Local Programs	*** OPEN ***		$180,000.00
Housing Choice Voucher	Housing Program Manager		3/4/2002	$148,066.00
Housing Choice Voucher	Housing Program Quality Control Supervisor		12/26/2006	$129,128.00
Housing Choice Voucher	Housing Program Manager		8/2/2021	$120,390.00
Housing Choice Voucher	Housing Inspections Supervisor		9/4/2007	$118,171.00
Housing Choice Voucher	Supervisory Housing Program Specialist		6/25/2007	$114,730.10
Housing Choice Voucher	Supervisory Housing Inspector		12/7/1997	$111,931.00
Housing Choice Voucher	Housing Program Coordinator		11/7/1988	$108,671.06
Housing Choice Voucher	Housing Program Coordinator		6/17/1991	$108,671.06
Housing Choice Voucher	Supervisory Housing Program Specialist		4/13/2009	$104,993.00
Housing Choice Voucher	Supervisory Housing Program Specialist		11/8/2022	$104,992.99
Housing Choice Voucher	Supervisory Housing Program Specialist		12/17/2012	$101,933.94
Housing Choice Voucher	Housing Program Coordinator	*** OPEN ***		$99,449.00
Housing Choice Voucher	Housing Program Coordinator	*** OPEN ***		$96,552.98
Housing Choice Voucher	Housing Inspector II		11/27/2007	$93,464.00
Housing Choice Voucher	Housing Inspector II	*** OPEN ***		$93,464.00
Housing Choice Voucher	Housing Inspector II		4/14/2008	$93,464.00
Housing Choice Voucher	Housing Program Spec II		2/6/1995	$93,463.97
Housing Choice Voucher	Housing Program Coordinator		12/12/2016	$91,008.94
Housing Choice Voucher	Housing Program Coordinator		4/10/2023	$88,357.98
Housing Choice Voucher	Housing Program Coordinator	*** OPEN ***		$88,357.98
Housing Choice Voucher	Housing Program Spec II		11/17/2008	$88,098.00
Housing Choice Voucher	Housing Inspector II		4/21/2003	$88,097.98
Housing Choice Voucher	Housing Program Coordinator Local		8/14/2023	$85,785.02
Housing Choice Voucher	Housing Program Coordinator		8/15/2022	$85,785.02
Housing Choice Voucher	Housing Program Coordinator		10/25/2021	$85,785.02
Housing Choice Voucher	Housing Inspector II		11/9/2015	$85,532.10
Housing Choice Voucher	Mobility Specialist		3/14/2022	$83,041.09
Housing Choice Voucher	Housing Program Spec II		1/22/2008	$83,041.00
Housing Choice Voucher	Housing Program Spec II		7/28/2014	$83,041.00
Housing Choice Voucher	Housing Program Spec II		3/31/2008	$83,041.00
Housing Choice Voucher	Housing Inspector II		11/27/2016	$85,532.10
Housing Choice Voucher	Housing Program Spec II		10/19/2015	$83,041.00
Housing Choice Voucher	Housing Program Spec II		7/17/2000	$80,622.05
Housing Choice Voucher	Housing Program Spec II		6/11/2018	$80,622.05
Housing Choice Voucher	Housing Inspector II		9/16/2019	$80,622.00
Housing Choice Voucher	Housing Program Spec II		12/23/1985	$78,274.00
Housing Choice Voucher	Housing Program Spec II		4/30/2007	$78,274.00
Housing Choice Voucher	Housing Program Spec II		12/20/2010	$75,995.09
Housing Choice Voucher	Housing Inspector II		8/1/2022	$75,995.09
Housing Choice Voucher	Housing Program Spec II		6/17/2024	$75,995.09
Housing Choice Voucher	Housing Program Spec II		7/17/2023	$75,995.09
Housing Choice Voucher	Housing Program Spec II		6/16/2025	$71,632.08
Housing Choice Voucher	Housing Inspector II		10/28/2019	$75,995.00
Housing Choice Voucher	Housing Program Spec II		9/25/2023	$75,995.09
Housing Choice Voucher	Housing Program Spec II		8/28/2023	$73,781.00
Housing Choice Voucher	Housing Inspector II		7/17/2017	$73,780.93
Housing Choice Voucher	Housing Program Spec II		1/3/2022	$73,780.93

Department	Position Name	Incumbent	Last Hire Date	Budget$
Housing Choice Voucher	Housing Program Specialist II		3/10/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		3/10/2025	$71,632.08
Housing Choice Voucher	Scheduling Coordinator		4/18/2017	$71,632.08
Housing Choice Voucher	Housing Program Spec II		2/24/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		7/17/2023	$71,632.08
Housing Choice Voucher	Housing Program Spec II		6/16/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		3/10/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		6/16/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		2/24/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		2/24/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		2/24/2025	$71,632.08
Housing Choice Voucher	Inspections Program Assistant		1/12/2004	$64,106.02
Housing Choice Voucher	Clerical Assistant	*** OPEN ***		$64,106.00
Housing Choice Voucher	Housing Program Specialist II		11/4/2024	$71,632.08
Housing Choice Voucher	Clerical Assistant		6/5/2023	$52,125.01
Housing Choice Voucher	Clerical Assistant (HCVP)		4/21/2025	$49,132.93
Housing Choice Voucher	Clerical Assistant (HCVP)		5/19/2025	$49,132.93
Housing Choice Voucher	LVP Intern	*** OPEN ***		$52,467.00
Customer Engagement	Customer Engagement Specialist		1/30/2023	$75,995.09
Customer Engagement	Customer Engagement Specialist		7/1/2024	$71,632.08
Public Safety	Clerical Assistant (OPS)		3/24/2002	$58,093.98
Public Safety	Clerical Assistant (OPS)		4/26/2021	$50,111.98
Public Safety	Crime Analyst		7/15/2024	$88,357.98
Public Safety	Crime Analyst		12/2/2024	$85,785.02
Public Safety	Deputy Chief of Police		11/18/2024	$157,664.00
Public Safety	Deputy Chief of Police		7/29/2024	$169,025.00
Public Safety	Director of Public Safety		2/5/2024	$192,399.98
Public Safety	Investigator	*** OPEN ***		$81,765.01
Public Safety	Investigator		8/26/2024	$85,490.91
Public Safety	Investigator		12/15/2025	$81,765.00
Public Safety	Management Analyst		4/5/1993	$111,931.00
Public Safety	Police Officer	*** OPEN ***		$88,629.00
Public Safety	Police Officer		3/30/2020	$82,495.00
Public Safety	Police Officer		7/3/2023	$82,495.00
Public Safety	Police Officer		1/31/2022	$78,912.08
Public Safety	Police Officer		2/13/2023	$75,501.92
Public Safety	Police Officer		6/5/2023	$75,501.92
Public Safety	Police Officer		3/25/2024	$72,251.09
Public Safety	Police Officer		3/25/2024	$72,251.09
Public Safety	Police Officer		5/20/2024	$72,251.09
Public Safety	Police Officer		4/30/2018	$75,501.92
Public Safety	Police Officer		9/26/2022	$72,251.00
Public Safety	Police Officer		9/28/2020	$72,251.00
Public Safety	Police Officer		6/10/2024	$69,156.05
Public Safety	Police Officer		12/30/2024	$69,156.05
Public Safety	Police Officer		2/26/2024	$69,156.05
Public Safety	Police Officer		10/23/2023	$69,156.05
Public Safety	Police Officer	*** OPEN ***		$69,156.00

Department	Position Name	Incumbent	Last Hire Date	Budget$
Public Safety	Police Officer	*** OPEN ***		$69,156.00
Public Safety	Police Officer		6/10/2024	$57,224.00
Public Safety	Police Officer		9/16/2024	$55,684.93
Public Safety	Police Planner		9/8/2025	$93,739.98
Public Safety	Security Officer		7/14/2025	$54,180.05
Public Safety	Security Officer		11/27/2017	$49,704.10
Public Safety	Security Officer		6/26/2017	$49,704.10
Public Safety	Security Officer		7/17/2023	$49,704.10
Public Safety	Security Officer		9/28/2020	$49,704.10
Public Safety	Security Officer		6/5/2017	$49,704.10
Public Safety	Security Officer		1/20/2019	$49,704.10
Public Safety	Security Officer		4/26/2021	$49,704.10
Public Safety	Security Officer		7/17/2023	$49,704.10
Public Safety	Security Officer		3/28/2022	$49,704.10
Public Safety	Security Officer		8/28/2023	$49,704.10
Public Safety	Security Officer		7/6/2020	$49,704.10
Public Safety	Security Officer		3/6/2023	$49,704.10
Public Safety	Security Officer		4/24/2023	$49,704.10
Public Safety	Security Officer		3/18/2019	$49,704.10
Public Safety	Security Officer	*** OPEN ***		$49,704.10
Public Safety	Security Officer	*** OPEN ***		$49,704.10
Public Safety	Security Officer	*** OPEN ***		$49,704.10
Public Safety	Security Officer		1/20/2019	$49,704.10
Public Safety	Security Officer		6/5/2023	$49,704.10
Public Safety	Security Officer	*** OPEN ***		$48,813.02
Public Safety	Security Officer		4/8/2024	$46,484.05
Public Safety	Security Officer		2/26/2024	$46,484.05
Public Safety	Security Officer		3/11/2024	$46,484.05
Public Safety	Security Officer		2/12/2024	$46,484.05
Public Safety	Security Officer	*** OPEN ***		$46,484.05
Public Safety	Security Officer		1/16/2024	$46,484.05
Public Safety	Security Officer		8/28/2023	$47,556.91
Public Safety	Security Officer		8/28/2023	$47,556.91
Public Safety	Security Officer		8/28/2023	$47,556.91
Public Safety	Security Officer		8/26/2024	$46,484.05
Public Safety	Security Officer		8/26/2024	$46,484.05
Public Safety	Security Officer	*** OPEN ***		$45,411.00
Public Safety	Security Officer		11/18/2024	$45,410.98
Public Safety	Security Officer	*** OPEN ***		$45,410.98
Public Safety	Security Officer		1/27/2025	$45,410.98
Public Safety	Security Officer		11/18/2024	$45,410.98
Public Safety	Security Officer	*** OPEN ***		$45,410.98
Public Safety	Security Officer		11/18/2024	$45,410.98
Public Safety	Security Officer		1/6/2025	$45,410.98
Public Safety	Security Officer		5/19/2025	$45,410.98
Public Safety	Security Officer		5/19/2025	$45,410.98
Public Safety	Senior Outreach Worker		10/23/2023	$61,273.06
Public Safety	Special Police Officer		10/25/1999	$71,404.00

Department	Position Name	Incumbent	Last Hire Date	Budget$
Public Safety	Special Police Officer		6/8/1997	$71,404.00
Public Safety	Special Police Officer		1/21/1997	$71,404.00
Public Safety	Special Police Officer		4/13/1998	$71,404.00
Public Safety	Special Police Officer		11/3/1997	$71,404.00
Public Safety	Special Police Officer		3/22/1999	$71,404.00
Public Safety	Special Police Officer		10/13/1998	$71,404.00
Public Safety	Special Police Officer		4/13/1998	$71,404.00
Public Safety	Special Police Officer		3/14/2016	$68,231.90
Public Safety	Special Police Officer		2/18/2014	$66,649.02
Public Safety	Special Police Officer		11/5/2015	$66,649.00
Public Safety	Special Police Officer		11/13/2018	$65,064.06
Public Safety	Special Police Officer		9/28/2020	$61,843.00
Public Safety	Special Police Officer		1/6/2020	$61,843.00
Public Safety	Special Police Officer		9/26/2022	$61,843.00
Public Safety	Special Police Officer		11/23/2020	$61,842.14
Public Safety	Special Police Officer		11/23/2020	$61,842.14
Public Safety	Special Police Officer		4/25/2022	$60,302.94
Public Safety	Special Police Officer		12/20/2021	$60,302.94
Public Safety	Special Police Officer		12/5/2022	$58,762.08
Public Safety	Special Police Officer		3/6/2023	$58,762.08
Public Safety	Special Police Officer		6/5/2023	$58,762.08
Public Safety	Special Police Officer		7/20/2020	$58,762.08
Public Safety	Special Police Officer		8/28/2023	$58,762.08
Public Safety	Special Police Officer		8/28/2023	$58,762.08
Public Safety	Special Police Officer		6/10/2024	$57,223.92
Public Safety	Special Police Officer		1/16/2024	$57,223.92
Public Safety	Special Police Officer		6/5/2017	$55,685.00
Public Safety	Special Police Officer		7/15/2024	$57,223.92
Public Safety	Special Police Officer		7/1/2024	$57,223.92
Public Safety	Special Police Officer		2/12/2024	$57,223.92
Public Safety	Special Police Officer		6/10/2024	$57,223.92
Public Safety	Special Police Officer		6/10/2024	$57,223.92
Public Safety	Special Police Officer		11/6/2023	$57,223.92
Public Safety	Special Police Officer	*** OPEN ***		$57,223.92
Public Safety	Special Police Officer		6/10/2024	$57,223.92
Public Safety	Special Police Officer		1/16/2024	$57,223.92
Public Safety	Special Police Officer	*** OPEN ***		$55,685.00
Public Safety	Special Police Officer		9/16/2024	$57,223.92
Public Safety	Special Police Officer		10/7/2024	$55,685.00
Public Safety	Special Police Officer	*** OPEN ***		$57,223.92
Public Safety	Special Police Officer		9/16/2024	$57,223.92
Public Safety	Special Police Officer		9/16/2024	$57,223.92
Public Safety	Special Police Officer		9/16/2024	$57,223.92
Public Safety	Special Police Officer		7/15/2024	$55,685.00
Public Safety	Special Police Officer		9/16/2024	$55,685.00
Public Safety	Special Police Officer		9/16/2024	$55,685.00
Public Safety	Special Police Officer		10/6/2025	$55,684.93
Public Safety	Special Police Officer	*** OPEN ***		$55,684.93

Department	Position Name	Incumbent	Last Hire Date	Budget$
Public Safety	Special Police Officer	*** OPEN ***		$55,684.93
Public Safety	Special Police Officer		10/7/2024	$55,684.93
Public Safety	Special Police Officer		1/21/2025	$55,684.93
Public Safety	Special Police Officer		1/13/2025	$55,684.93
Public Safety	Special Police Officer		12/18/2023	$55,684.93
Public Safety	Special Police Officer		7/14/2025	$55,684.93
Public Safety	Special Police Officer		7/14/2025	$55,684.93
Public Safety	Special Police Officer		7/14/2025	$55,684.93
Public Safety	Special Police Officer		7/14/2025	$55,684.93
Public Safety	Special Police Officer		7/14/2025	$55,684.93
Public Safety	Special Police Officer		7/14/2025	$55,684.93
Public Safety	Special Police Officer		7/15/2024	$57,223.92
Public Safety	Special Police Officer		7/14/2025	$55,684.93
Public Safety	Staff Assistant (OPS)		3/19/2007	$93,463.97
Public Safety	Supervisory Housing Police Office Sergent		9/28/2020	$100,545.95
Public Safety	Supv Housing Police Office Lt		2/18/2020	$122,878.08
Public Safety	Supv Housing Police Office Lt		6/5/2017	$122,878.00
Public Safety	Supv Housing Police Office Lt		9/16/2024	$122,878.00
Public Safety	Supv Housing Police Office Lt		11/3/1997	$122,878.00
Public Safety	Supv Housing Police Office Lt		10/7/2024	$100,584.02
Public Safety	Supv Housing Police Office Sgt		10/26/2009	$115,251.00
Public Safety	Supv Housing Police Office Sgt	*** OPEN ***		$91,869.00
Public Safety	Supv Housing Police Office Sgt	*** OPEN ***		$115,251.00
Public Safety	Supv Housing Police Office Sgt		7/19/2021	$110,107.92
Public Safety	Supv Housing Police Office Sgt		4/4/2016	$100,546.00
Public Safety	Supv Housing Police Office Sgt		2/28/2022	$100,545.95
Public Safety	Supv Housing Police Office Sgt		3/4/2019	$100,545.95
Public Safety	Supv Housing Police Office Sgt		1/22/2018	$91,869.02
Public Safety	Supv Housing Police Office Sgt	*** OPEN ***		$96,099.95
Public Safety	Supv Housing Police Office Sgt		6/18/2024	$96,099.95

Org Level 1	Position Name	Incumbent	Last Hire Date	Budget$
Housing Choice Voucher	Deputy Director for Local Programs	*** OPEN ***		$180,000.00
Housing Choice Voucher	Housing Program Manager		3/4/2002	$148,066.00
Housing Choice Voucher	Housing Program Quality Control Supervisor		12/26/2006	$129,128.00
Housing Choice Voucher	Housing Program Manager		8/2/2021	$120,390.00
Housing Choice Voucher	Housing Inspections Supervisor		9/4/2007	$118,171.00
Housing Choice Voucher	Supervisory Housing Program Specialist		6/25/2007	$114,730.10
Housing Choice Voucher	Supervisory Housing Inspector		12/7/1997	$111,931.00
Housing Choice Voucher	Housing Program Coordinator		11/7/1988	$108,671.06
Housing Choice Voucher	Housing Program Coordinator		6/17/1991	$108,671.06
Housing Choice Voucher	Supervisory Housing Program Specialist		4/13/2009	$104,993.00
Housing Choice Voucher	Supervisory Housing Program Specialist		11/8/2022	$104,992.99
Housing Choice Voucher	Supervisory Housing Program Specialist		12/17/2012	$101,933.94
Housing Choice Voucher	Housing Program Coordinator	*** OPEN ***		$99,449.00
Housing Choice Voucher	Housing Program Coordinator	*** OPEN ***		$96,552.98
Housing Choice Voucher	Housing Inspector II		11/27/2007	$93,464.00
Housing Choice Voucher	Housing Inspector II	*** OPEN ***		$93,464.00
Housing Choice Voucher	Housing Inspector II		4/14/2008	$93,464.00
Housing Choice Voucher	Housing Program Spec II		2/6/1995	$93,463.97
Housing Choice Voucher	Housing Program Coordinator		12/12/2016	$91,008.94
Housing Choice Voucher	Housing Program Coordinator		4/10/2023	$88,357.98
Housing Choice Voucher	Housing Program Coordinator	*** OPEN ***		$88,357.98
Housing Choice Voucher	Housing Program Spec II		11/17/2008	$88,098.00
Housing Choice Voucher	Housing Inspector II		4/21/2003	$88,097.98
Housing Choice Voucher	Housing Program Coordinator Local		8/14/2023	$85,785.02
Housing Choice Voucher	Housing Program Coordinator		8/15/2022	$85,785.02
Housing Choice Voucher	Housing Program Coordinator		10/25/2021	$85,785.02
Housing Choice Voucher	Housing Inspector II		11/9/2015	$85,532.10
Housing Choice Voucher	Mobility Specialist		3/14/2022	$83,041.09
Housing Choice Voucher	Housing Program Spec II		1/22/2008	$83,041.00
Housing Choice Voucher	Housing Program Spec II		7/28/2014	$83,041.00
Housing Choice Voucher	Housing Program Spec II		3/31/2008	$83,041.00
Housing Choice Voucher	Housing Inspector II		11/27/2016	$85,532.10
Housing Choice Voucher	Housing Program Spec II		10/19/2015	$83,041.00
Housing Choice Voucher	Housing Program Spec II		7/17/2000	$80,622.05
Housing Choice Voucher	Housing Program Spec II		6/11/2018	$80,622.05
Housing Choice Voucher	Housing Inspector II		9/16/2019	$80,622.00
Housing Choice Voucher	Housing Program Spec II		12/23/1985	$78,274.00
Housing Choice Voucher	Housing Program Spec II		4/30/2007	$78,274.00
Housing Choice Voucher	Housing Program Spec II		12/20/2010	$75,995.09
Housing Choice Voucher	Housing Inspector II		8/1/2022	$75,995.09
Housing Choice Voucher	Housing Program Spec II		6/17/2024	$75,995.09
Housing Choice Voucher	Housing Program Spec II		7/17/2023	$75,995.09
Housing Choice Voucher	Housing Program Spec II		6/16/2025	$71,632.08
Housing Choice Voucher	Housing Inspector II		10/28/2019	$75,995.00
Housing Choice Voucher	Housing Program Spec II		9/25/2023	$75,995.09
Housing Choice Voucher	Housing Program Spec II		8/28/2023	$73,781.00
Housing Choice Voucher	Housing Inspector II		7/17/2017	$73,780.93
Housing Choice Voucher	Housing Program Spec II		1/3/2022	$73,780.93
Housing Choice Voucher	Housing Program Specialist II		3/10/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		3/10/2025	$71,632.08
Housing Choice Voucher	Scheduling Coordinator		4/18/2017	$71,632.08
Housing Choice Voucher	Housing Program Spec II		2/24/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		7/17/2023	$71,632.08
Housing Choice Voucher	Housing Program Spec II		6/16/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		3/10/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		6/16/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		2/24/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		2/24/2025	$71,632.08
Housing Choice Voucher	Housing Program Spec II		2/24/2025	$71,632.08
Housing Choice Voucher	Inspections Program Assistant		1/12/2004	$64,106.02
Housing Choice Voucher	Clerical Assistant	*** OPEN ***		$64,106.00

Org Level 1	Position Name	Incumbent	Last Hire Date	Budget$
Housing Choice Voucher	Housing Program Specialist II		11/4/2024	$71,632.08
Housing Choice Voucher	Clerical Assistant		6/5/2023	$52,125.01
Housing Choice Voucher	Clerical Assistant (HCVP)		4/21/2025	$49,132.93
Housing Choice Voucher	Clerical Assistant (HCVP)		5/19/2025	$49,132.93
Housing Choice Voucher	LVP Intern	*** OPEN ***		$52,467.00
Customer Engagement	Customer Engagement Specialist		1/30/2023	$75,995.09
Customer Engagement	Customer Engagement Specialist		7/1/2024	$71,632.08

MOA/MOU Party (Besides DCHA)	FY	Amount	Description
Dept of Buildings (DOB)	FY 2025-2026	N/A	This MOA commits both Parties to a procedure for resolving and abating violations identified in DOB NOIs.
Department of Human Services (DHS) PSHP	FY 2025	$5,100,000.00	DCHA and DHS The Buyer Agency shall provide services to clients under this MOA for the following PSHP programs: PSHP Singles (202 individuals); PSHP Families (57 families); PSHP Veterans (122 participants).
Department of Human Services (DHS)	FY 2025	$50,000,000	LRSP provides tenant-based rental assistance for individuals and families in Permanent Supportive Housing (PSH) and Targeted Affordable Housing (TAH).
Department of Human Services (DHS)	FY 2025	$63,822,326.00	DHS shall provide payment to cover security deposits and first month's rent as one (1) time assistance for up to 720 individuals and 690 families enrolled in PSH or TAH for FY 2025; and b. DHS shall provide payment of a monthly Administrative Fee, to cover determination of eligibility, issuance of monthly payments to landlords, collection of PSH and TAH client rental payments, housing inspections, and coordination with DHS.
DOES, OAG, DHS AND DHCF	FY 20025-2030		This MOA gives read only access to District of Columbia Access System (DCAS)
Department of Health	FY2025	$6,727,320.00	DCHA shall be responsible for making rental subsidy payments, utility payments and security deposits, to landlords and utility companies for tenants participating in HAHSTA's Tenant Based Rental Assistance Program ("TBRA"); providing activity and financial reports for TBRA payments, application fees and/or background checks; and other responsibilities agreed to by the Parties to this MOU.
University of the District of Columbia (UDC)	February 1, 2025 - September 30, 2025	$38,942.90 Total cost for services and materials under this MOU shall not exceed thirty eight thousand, nine hundred and forty-two dollars and ninety cents ($38,942.90) for Fiscal Year (FY) 2025. F	UDC's Workforce Development and Lifelong Learning offering for the DCHA's Southwest Family Enhancement Career Center (SWFECC)/EnVision Center is located at 203 N. Street SW, Washington, DC 20024 and will include program intake, referrals, general services, and occupational training.
DC Department of Public Works DPW-DCHA	FY2026	$108,000 along with up to $125,000	This MOU establishes a partnership between DPW and DCHA to implement a pilot recycling initiative designed to expand access to recycling services and education within DCHA communities.
Washington Metropolitan Area Transit Authority WMATA	FY 2025	$73/hour per officer	DCHAPD will have two officers per shift near metro stations
Department of Behavioral Health	FY 2025	$7,925,956.58	DBH to provide funds to DCHA for the administration of the DBH Home First Program
Department of Health	FY 2025	N/A	DCHA to receive "Stop the Bleed" wall cabinets from Dept of Health
E-Gateway Community Development Corporation (Gateway)	FY 2025	$52,000	DCHA provides financial support for a 6 week summer camp for DCHA residents

List Projects & Status

Funding	Property	Task	Status	Obligated	Spent to Date	% Complete
DC26-26	Lincoln Rd	Unit and Building Renovations	Design	$ 4,000,000.00		0.00%
DC26-26	Montana	Unit and Building Renovations	Design	$ 7,203,165.00		0.00%
DC26-26	Various	Surge Project & Construction Management Staffing for Capital Projects	Planning	$ 3,083,144.00		0.00%
DC26-26	Potomac Gardens	Critical Building Infrastruture	Design	$ 1,697,280.00		0.00%
DC26-26	Benning	HVAC Moderization & Efficency	Design	$ 510,000.00		0.00%
DC26-26	Harvard Towers	HVAC Moderization & Efficency	Design	$ 897,600.00		0.00%
DC26-26	LeDroit Family	HVAC Moderization & Efficency	Design	$ 510,000.00		0.00%
DC26-26	Various	Child Healthy Homes - High level unit turns and kitchen and bathroom exhausts	Planning	$ 4,985,000.00		0.00%
DC26-26	Regency	Fire Alarm	Design	$ 1,585,711.00		0.00%
DC26-26	Regency	Standpipe/Dry system/Valve	Design	$ 175,000.00		0.00%
DC26-26	Regency	CO Detectors	Design	$ 1,100.00		0.00%
DC26-26	Horizon	CCTV	Design	$ 450,000.00		0.00%
DC26-26	Greenleaf Gardens	CCTV	Design	$ 850,000.00		0.00%
RM FY25	Highland Addition	Roofing Repairs	In Construction	$ 325,000.00		0.00%
RM FY25	Harvard, Kelly Miller, Regency, Sibley	Sump Pump Repairs	In Construction	$ 125,000.00		0.00%
RM FY25	Greenleaf, Knox Hill, Ledroit, Potomac	Trash Compactor Repairs	In Construction	$ 425,000.00		0.00%
RM FY25	Greenleaf Family	Generator Repairs	In Construction	$ 245,000.00		0.00%
RM FY25	Stoddert, Ft. Dupont	Concreate Walkway and Stair Repairs	In Construction	$ 138,500.00		0.00%
RM FY25	Claridge, Potomac Gardens/Senior	Garage Fan Repairs	In Construction	$ 85,000.00		0.00%
RM FY25	Ft. Lincoln, Garfield, Horizon, Langston, Potomac, Richardson, Woodland	Vacuum and Jetting Storm Drains	In Construction	$ 345,000.00		0.00%
RM FY25	Carroll Apts, Horizon, Knox Hill, Potomac, Regency , Stoddert	Door Repairs	In Construction	$ 585,000.00		0.00%
RM FY25	Sibley	Concrete Balcony	In Construction	$ 94,500.00		0.00%
RM FY25	Stoddert, Benning	Meter Valve and Valve Repairs	In Construction	$ 275,000.00		0.00%
RM FY25	Potomac	Electrical Panel Repair	In Construction	$ 975,000.00		0.00%
RM FY25	Regency	Roof Top Fan Exhaust Repairs	In Construction	$ 25,000.00		0.00%
RM FY25	Garfield, Greenleaf, Lincoln Heights, Potomac	Asphalt Repairs	In Construction	$ 575,000.00		0.00%
RM FY25	Benning, Greenleaf, Montana, Kenilworth, Metro Towns	Water Heater & Expansion Tank Repairs	In Construction	$ 625,000.00		0.00%
RM FY25	Kenilworth, Marley Ridge, Metro Towns, Montana	Furnace and Condensing Unit Repairs	In Construction	$ 325,000.00		0.00%

Funding	Property	Task	Status	Obligated	Spent to Date	% Complete
RM FY25	Greenleaf, Kelly Miller Langston, Potomac , Richardson, Woodland	Convector and Radiator Repairs	In Construction	$ 725,000.00		0.00%
RM FY25	Greenleaf, Langston, Richardson	Repair Sewer Plumbing Lines	In Construction	$ 350,000.00		0.00%
DC50-25	LeDroit Senior	Lobby, Management Office, Corridors, Amenity Space, Stormwater Management	Design	$ 4,800,000.00		0.00%
DC50-25	Greenleaf	Unit and Electrical Upgrades	PO Approved/City Council Pending	$ 4,600,000.00		0.00%
DC50-25	Kelly Miller	Structural Improvements at Townhouses alleyway improvements	Design	$ 2,200,000.00		0.00%
DC50-25	Kelly Miller	alleyway improvements, laundry room and community space	Design	$ 1,800,000.00		0.00%
DC50-25	Kentucky	Chiller Replacement	In Construction	$ 838,049.59	$ -	0.00%
DC50-25	Benning	Domestic Water & Heating Lateral Replacement	PO Approved/City Council Pending	$ 2,831,000.00		0.00%
DC50-25	Potomac	Boiler Replacement	Design	$ 1,268,517.46		0.00%
DC50-25	Langston Terrace	AC and Electrical System Upgrades	In Construction	$ 950,000.00	$ -	0.00%
DC50-25	Greenleaf	Unit Electrical Panel Replacement	In Construction	$ 825,000.00		0.00%
DC50-25	Regency	Roof Replacement	Proposal Approved/PO Pending	$ 1,600,000.00		0.00%
DC50-25	Horizon	Elevator Replacement	Design	$ 1,400,000.00		0.00%
DC50-25	Horizon	Garage Structrual Repairs & Office Renovations	Design	$ 4,779,488.66		0.00%
DC50-25	Kentucky	Upgrade Building Entry Doors, CCTV Security Systems and Access Control	Proposal Approved/PO Pending	$ 3,200,000.00		0.00%
DC50-25	Multiple	Child Healthy Homes - Make Ready and amenity spaces	Planning	$ 13,828,165.00		0.00%
DC50-25	Highland Addition	Child Healthy Homes - High level unit turns and kitchen and bathroom exhausts	PO Approved/City Council Pending	$ 1,562,393.87		0.00%
DC50-25	Highland Addition	Child Healthy Homes - High level unit turns and kitchen and bathroom exhausts	in Construction	$ 768,453.70	$ 693,802.23	90.29%
DC50-24	Multiple Properties	Security System	In Construction	$ 3,700,000.00		0.00%
DC50-24	Claridge Towers	Unit and Lobby Renovation	In Construction	$ 3,800,000.00	$ 1,460,424.10	38.43%
DC50-24	Langston Additions	Stormwater management	In Construction	$ 4,000,000.00		0.00%
DC50-24	Elvans Road	Unit Renovations - Building Renovations	In Construction	$ 3,857,959.00		0.00%
DC50-24	Villager	Unit Renovations - Building Renovations	In Construction	$ 3,893,688.00		0.00%
DC50-24	Ontario	Unit Renovations - Building Renovations	In Construction	$ 2,899,867.00		0.00%
DC50-24	James Apartments	Temporary Masonry Stabilization	In Construction	$ 990,002.36	$ 989,032.54	99.90%
DC50-24	Lincoln Heights	Unit Renovations - Electrical and Mehanical	In Construction	$ 950,000.00		0.00%
DC50-24	Regency House	Make Ready - Unit Turns	In Construction	$ 1,525,226.01	$ 1,499,999.19	98.35%
DHA21-2023	Multiple Properties (Vacant Unit Rehabilitation)	Highland Additions	In Construction	$ 1,018,174.12	$ 817,446.60	80.29%
DHA21-2023	Renovation on vacant units and work orders	Kelly Miller/Ledroit	In Construction	$ 2,789,527.40	$ -	0.00%
DHA21-2023	Renovation on vacant units and work orders	Langston Terrace	In Construction	$ 1,487,094.02	$ -	0.00%
DHA21-2023	Renovation on vacant units and work orders	Lincoln Road	In Construction	$ 808,519.25	$ 626,036.63	77.43%

Funding	Property	Task	Status	Obligated	Spent to Date	% Complete
DHA21-2023	Renovation on vacant units and work orders	Regency	In Construction	$ 948,965.31	$ 948,035.40	99.90%
DHA21-2023	Renovation on vacant units and work orders	Hopkins/Potomac	In Construction	$ 961,348.53	$ 866,202.83	90.10%
DHA21-2023	Renovation on vacant units and work orders	Woodland	In Construction	$ 255,125.00	$ -	0.00%
DHA21-2023	Renovation on vacant units and work orders	Langston Terrace/ Additions	In Construction	$ 393,985.78	$ 7,528.39	1.91%
DHA21-2023	Renovation on vacant units and work orders	Syphax	In Construction	$ 1,017,987.53	$ 1,000,152.86	98.25%
DHA21-2023	Multiple Properties - Occupied Unit Rehabilitation Campaign	Clairdge/Horizon	In Construction	$ 1,408,970.60	$ -	0.00%
DHA21-2023	Renovation on vacant units and work orders	Colorado/Columbia/Elvans	In Construction	$ 1,545,534.65	$ -	0.00%
DHA21-2023	Renovation on vacant units and work orders	Richardson Dwellings	In Construction	$ 1,941,746.62	$ -	0.00%
DHA21-2023	Renovation on vacant units and work orders	Kenilworth	In Construction	$ 561,275.00	$ 497,475.00	88.63%
DHA21-2023	Renovation on vacant units and work orders	Syphax	In Construction	$ 469,430.00	$ 404,455.80	86.16%
DHA21-2023	Renovation on vacant units and work orders	Benning	In Construction	$ 841,144.78	$ 656,320.54	78.03%
DHA21-2023	Renovation on vacant units and work orders	Langston Terrace	In Construction	$ 393,985.79	$ 7,528.39	1.91%
DHA21-2023	Capital Project Staffing	General Staffing	In Construction	$ 668,526.00	$ 667,935.99	99.91%
DHA21-2023	Claridge Towers	AE design	In Construction	$ 236,233.62	$ -	0.00%
DHA21-2023	Multiple Properties: Child Healthy Homes	Bathroom/Kitchen Exaust Installation, Replace Gas Stoves, Mold Abatement as needed	In Construction	$ 1,565,413.81	$ 1,410,483.10	90.10%
DHA21-2023	Multiple Properties: Child Healthy Homes	Bathroom/Kitchen Exaust Installation, Replace Gas Stoves, Mold Abatement as needed	In Construction	$ 1,451,210.18	$ 384,666.69	26.51%
DHA21-2023	Multiple Properties: Child Healthy Homes	Bathroom/Kitchen Exaust Installation, Replace Gas Stoves, Mold Abatement as needed	In Construction	$ 583,376.00	$ 382,747.31	65.61%
DHA21-2023	Syphax Gardens	Mechanical upgrades	In Construction	$ 2,579,955.16	$ 1,284,709.82	49.80%
DHA21-2023	Stoddert Terrace	Replace Modified Bitumen Roofing	In Construction	$ 1,802,743.79	$ 1,800,000.00	99.85%
DHA21-2023	Garfield Terrace (Senior)	Boiler replacement	In Construction	$ 811,541.59	$ 692,255.72	85.30%
DHA21-2023	Benning Terrace	Repair/Repoint Brick Exterior Walls	In Construction	$ 656,000.00	$ 645,675.67	98.43%
DHA21-2023	Multiple Properties: Security System Enhancements	CCTV Upgrades - Potomac	In Construction	$ 600,000.00	$ 599,412.05	99.90%
DHA21-2023	Langston Additions	Phase V Unit Rehabilitation and Additional Work	In Construction	$ 975,000.00	$ 878,456.66	90.10%
DHA21-2023	Multiple Properties: Lead Abatement	Richardson Dwellings	In Construction	$ 458,046.04	$ 404,268.01	88.26%
DHA21-2023	Unit Lead abatement	Richardson Dwellings	In Construction	$ 1,686,331.02	$ 1,352,187.01	80.19%

Funding	Property	Task	Status	Obligated	Spent to Date	% Complete
DHA21-2023	Unit Lead abatement	Langston Terrace	In Construction	$ 1,528,187.99	$ 544,990.20	35.66%
DHA21-2023	Unit Lead abatement	Langston Terrace	In Construction	$ 1,137,711.31	$ 1,136,595.96	99.90%
DHA21-2023	Unit Lead abatement	Montana	In Construction	$ 424,797.51	$ 382,754.84	90.10%
DHA21-2023	Unit Lead abatement	Montana	In Construction	$ 516,722.07	$ 516,215.73	99.90%
DHA21-2023	Unit Lead abatement	Greenleaf Senior	In Construction	$ 2,035,542.77	$ 1,733,654.21	85.17%
DHA21-2023	Unit Lead abatement	Greenleaf Senior	In Construction	$ 962,142.40	$ 867,384.89	90.15%
DHA21-2023	Unit Lead abatement	Highland Additions	In Construction	$ 917,830.26	$ 866,561.14	94.41%
DHA21-2023	Unit Lead abatement	Greenleaf Gardens	In Construction	$ 1,010,649.46	$ 727,910.52	72.02%
DHA21-2023	Unit Lead abatement	Syphax	In Construction	$ 2,143,050.00	$ 2,061,645.62	96.20%
DHA21-2023	Unit Lead abatement	Stoddert	In Construction	$ 1,180,912.83	$ 1,123,084.83	95.10%
DC50-22	Highland Addition Units/Site SD	AE Design and Engineering	In Construction	$ 427,209.00	$ 309,824.60	72.52%
DC50-22	Langston Terrace	Roof Replacement Phase 2	In Construction	$ 6,923,535.44	$ 6,540,291.84	94.46%
DC50-22	LeDroit Senior	Environmental Abatement & phase 1-4	In Construction	$ 1,605,472.14	$ 1,520,802.45	94.73%
DC50-22	Claridge Towers Stabilization	Common Areas and main lobbey renovation	In Construction	$ 265,786.38	$ 246,388.84	92.70%
DC50-22	Benning Terrace	Stabilize 98 Townhomes	In Construction	$ 5,173,536.51	$ 4,730,945.49	91.45%
DC50-22	Stoddert Terrace	Stabilize 51 units	In Construction	$ 2,449,077.99	$ 2,199,481.57	89.81%
DC50-22	Garfield	Repair/Repoint Exterior of Building	In Construction	$ 3,707,993.16	$ 3,143,922.21	84.79%
DC50-22	James Creek	Electrical Panel Relplacement	In Construction	$ 2,100,000.00	$ 2,054,044.02	97.81%
DC50-21	Greenleaf Gardens Family	Installation of new fan coil and ducted system	In Construction	$ 2,982,417.01	$ 1,711,090.00	57.37%
DC50-21	Fort Lincoln	Elevator Modernization	In Construction	$ 724,469.23	$ -	0.00%
DC50-21	Lincoln Heights	Unit Modernization (83 units)	In Construction	$ 2,697,806.50	$ 2,566,696.37	95.14%
DC50-21	Garfield Terrace	Elevator Modernization	In Construction	$ 910,858.88	$ 910,585.88	99.97%
RM FY20	Judiciary House	Building fire alarm upgrade	In Construction	$ 166,251.11	$ 149,626.30	90.00%
RM FY20	Judiciary House	Building Sprinkler Installation	In Construction	$ 818,416.79	$ 563,532.79	68.86%
RM FY20	Langston Addition	Water Main Installation	In Construction	$ 428,705.50	$ 238,072.52	55.53%
RM FY20	Ledroit Senior Apts	Unit Renovations - Phase 3 (36 units)	In Construction	$ 3,651,254.72	$ 3,008,176.58	82.39%
RM FY19	Judiciary House	Unit Renovation Phase 4 (27 units)	In Construction	$ 2,702,309.66	$ 2,421,616.66	89.61%
DHA21-2023	Kenilworth Courts	Repair/Repoint Brick Exterior Walls	In Construction	$ 1,778,755.18	$ 1,755,436.77	98.69%
RM FY 21	Kelly Miller	Make ready units (5)	In Construction	$ 120,393.11	$ 73,007.11	60.64%
RM FY 21	James Apartments	Make Ready Units	In Construction	$ 275,219.46	$ 274,840.46	99.86%

Grants FY 25

Agency Name: District of Columbia Housing Authority (HY0)

Official Grant Name	Grant Type (Federal or Private)	Grantor/Agency Name (Federal or Private)	Federal Listing of Assistance (formerly known as CFDA #)	Grant Period of Performance / Obligation Period (e.g. 01/01/2019 - 12/31/2020)	Liquidation/Federal Drawdown Deadline	DIFS Award #(s)	Total Award Amount	Sum of Expenses, Commitments & Obligations in FY25	Sum of Available Budget (Unspent Amount) at End of FY25	If lapsed, Amount Left in Federal Account	Grant Purpose
Capital Fund Program 2024	Federal	HUD		05/06/2024 - 05/05/2028	5/5/2028	DC39P001501-24	$ 26,128,457.00	$ 23,833,972.18	$ 2,294,484.82		Capital Improvements
DC Capital Fund 2025	Federal	District of Columbia		10/1/2024			$ 50,774,439.00	$ 10,161,528.68	$ 40,612,910.32		Capital Improvements
DC Rehabilitation & Maintenance 2025	Federal	District of Columbia		10/1/2024			$ 6,243,000.00	$ 6,243,000.00	$ -		Repair and Maintenance
Resident Opport & Self Sufficiency	Federal	HUD		04/01/2025 - 12/31/2025	12/31/2025	FSS25DC6619	$ 287,480.00	$ 287,480.00	$ -		Resident Opportunity & Self Sufficiency

Grants FY26 to date										
Agency Name:	District of Columbia Housing Authority (HY0)									
Official Grant Name	**Grant Type (Federal or Private)**	**Grantor/Agency Name (Federal or Private)**	**Federal Listing of Assistance (formerly known as CFDA #)**	**Grant Period of Performance / Obligation Period (e.g. 01/01/2019 - 12/31/2020)**	**Liquidation/Federal Drawdown Deadline**	**DIFS Award #(s)**	**Total Award Amount**	**Sum of Expenses, Commitments & Obligations in FY26**	**Sum of Available Budget (Unspent Amount) To date**	**Grant Purpose**
Capital Fund Program 2025	Federal	HUD		05/13/2025 - 05/12/2029	5/12/2026	DC39P001501-25	$ 26,505,258.00	$ 26,003,852.74	$ 501,405.26	
DC Capital Fund 2026	Federal	District of Columbia		10/1/2025			$ 26,203,000.00	$ -	$ 26,203,000.00	
							$ 52,708,258			

Vehicles Assignments	Vehicle Usage	Year	Make	Model
Property Management Operations	Work	1997	FORD	BUCKET
Audit & Compliance/Cliff Sherrod	Work	2006	CHEVROLET	TRAILBLAZER
Fleet Management Operations	Work	2006	CHEVROLET	TRAILBLAZER
In Process of Disposing		2006	FORD	ESCAPE
In Process of Disposing		2006	CHEVROLET	COBALT
Fleet Management Operations	Work	2007	FORD	EXPLORER
Property Management Operations	Work	2007	GMC	C7500
Property Management Operations	Work	2008	FORD	F SERIES SUP DUTY
Property Management Operations	Work	2008	FORD	F450
Information Technology	Work	2009	CHEVROLET	MALIBU
Property Management Operations	Work	2009	FORD	F750
Property Management Operations	Work	2009	GMC	C7500
Property Management Operations	Work	2009	FORD	F450
Property Management Operations	Work	2009	FORD	F450
Property Management Operations	Work	2010	FORD	ESCAPE
Property Management Operations	Work	2010	FORD	F SERIES SUP DUTY
Property Management Operations	Work	2010	FORD	F SERIES SUP DUTY
Property Management Operations	Work	2010	FORD	F SERIES SUP DUTY
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	ECONOLINE
In Process of Disposing		2010	FORD	ECONOLINE
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	CUTAWAY VAN
Property Management Operations	Work	2010	FORD	CUTAWAY VAN
Property Management Operations	Work	2010	FORD	CUTAWAY VAN
In Process of Disposing		2010	FORD	CUTAWAY VAN
In Process of Disposing		2010	FORD	CUTAWAY VAN
Property Management Operations	Work	2010	CHEVROLET	SILVERADO
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	CUTAWAY VAN
In Process of Disposing		2010	CHEVROLET	IMPALA
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
In Process of Disposing		2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
Property Management Operations	Work	2010	FORD	F350
In Process of Disposing		2010	FORD	F350
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	ECONOLINE
Boiler Operations	Work	2010	FORD	ECONOLINE
Office of Executive Director	Work	2011	JEEP	LIBERTY
In Process of Disposing		2011	JEEP	LIBERTY

Office of Capitol Planning/Daryl Dews	Work	2011	CHEVROLET	COLORADO
Office of Capitol Planning/Wayne Dullry	Work	2011	CHEVROLET	COLORADO
Fleet Management Operations/Jack Bond	Work	2011	CHEVROLET	COLORADO
Property Management Operations	Work	2012	FORD	F250
Property Management Operations	Work	2012	FORD	F250
Information Technolgy/Dammond Looney	Work	2012	CHEVROLET	MALIBU
Boiler Operations	Work	2015	CHEVROLET	SILVERADO
Boiler Operations	Work	2015	CHEVROLET	SILVERADO
Office of Public Safety/ Mike Garakani	Take home cruiser/Work	2015	FORD	TAURUS
Office of Public Safety	Work	2015	FORD	TAURUS
In Process of Disposing		2015	FORD	TAURUS
Fleet Management Operations	Work	2016	CHEVROLET	SILVERADO
Fleet Management Operations	Work	2016	CHEVROLET	SILVERADO
Fleet Management Operations	Work	2016	CHEVROLET	SILVERADO
Property Management Operations	Work	2016	FORD	F250
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Housing Choice Voucher	Work	2016	FORD	FUSION
Office of Public Safety / Chief	Take Home Vehicle	2016	FORD	EXPLORER
Office of Public Safety / Deputy Chief	Take Home Vehicle	2016	FORD	EXPLORER
In Process of Disposing		2016	FORD	EXPLORER
In Process of Disposing		2016	FORD	EXPLORER
In Process of Disposing		2016	FORD	EXPLORER
Office of the Executive Direcctor	Work	2016	FORD	EXPLORER
Fleet Managemet Operations	Work	2016	FORD	F550
Property Management Operations	Work	2017	FORD	ESCAPE
Office Audit & Complaince/Janet Couplin	Work	2017	FORD	ESCAPE
Office of Capitol Planning/Dewayne Wellman	Work	2017	FORD	EXPLORER
Fleet Management Operations	Work	2017	FORD	EXPLORER
Property Management Operations	Work	2017	FORD	F150
Property Management Operations	Work	2017	FORD	F150
Property Management Operations	Work	2017	FORD	F150
Property Management Operations/Anthony Cooper	Work	2017	FORD	ESCAPE
Property Management Operations/Robert Krakat	Work	2017	FORD	ESCAPE
Property Management Operations	Work	2017	FORD	ESCAPE
Fleet Management Operations	Work	2017	FORD	F150
Office of Public Safety	Work	2017	FORD	EXPLORER
Office of Public Safety	Work	2017	FORD	EXPLORER
Information Technology	Work	2017	FORD	FOCUS
Property Management Operations	Work	2017	FORD	FOCUS
Property Management Operations	Work	2017	FORD	FOCUS
Property Management Operations	Work	2017	FORD	FOCUS
Property Management Operations	Work	2017	FORD	FOCUS
Property Management Operations	Work	2017	FORD	FOCUS
Property Mangement Operations	Work	2017	FORD	FOCUS

Property Mangement Operations	Work	2017	FORD	F450
Property Mangement Operations	Work	2018	FORD	F150
Property Mangement Operations	Work	2018	FORD	F150
Property Mangement Operations	Work	2018	FORD	F150
Property Mangement Operations	Work	2018	FORD	ESCAPE
Property Mangement Operations	Work	2018	FORD	FOCUS
Property Mangement Operations	Work	2018	FORD	FOCUS
Property Mangement Operations	Work	2018	FORD	FOCUS
Property Mangement Operations	Work	2019	FORD	RANGER
Property Mangement Operations	Work	2019	FORD	RANGER
Property Mangement Operations	Work	2019	FORD	F150
Property Mangement Operations	Work	2019	FORD	RANGER
Property Mangement Operations	Work	2019	FORD	ESCAPE
Office of Public Safety	Work	2020	FORD	EXPLORER
Office of Public Safety	Work	2020	FORD	EXPLORER
Fleet Mangement Operations	Work	2021	KENWORTH	CONSTRUCTION
Fleet Mangement Operations	Work	2021	KENWORTH	CONSTRUCTION
Fleet Mangement Operations	Work	2021	KENWORTH	CONSTRUCTION
Office of Public Safety	Work	2022	FORD	EXPLORER
Office of Public Safety	Work	2022	FORD	EXPLORER
Office of Public Safety	Work	2022	FORD	EXPLORER
Office of Public Safety	Work	2023	FORD	EXPLORER
Office of Public Safety	Work	2023	FORD	EXPLORER
Office of Public Safety	Work	2023	FORD	EXPLORER
Office of Public Safety	Work	2023	FORD	EXPLORER
Office of Public Safety	Work	2023	FORD	EXPLORER
Boiler Operations	Work	2024	CHEVROLET	EXPRESS G2500
Fleet Management Operations	Work	2024	CHEVROLET	EXPRESS G2500
Property Mangement Operations	Work	2024	CHEVROLET	EXPRESS G2500
Office of Public Safety	Work	2024	FORD	EXPLORER
Office of Public Safety	Work	2024	FORD	EXPLORER
Office of Public Safety	Work	2024	FORD	EXPLORER
Office of Public Safety	Work	2024	FORD	EXPLORER
Office of Public Safety	Work	2024	FORD	EXPLORER
Fleet Management Operations	Work	2024	GMC	YUKON XL
Fleet Mangement Operations	Work	2025	CHEVROLET	TRAILBLAZER
Office of the Executive Direcotr	Work	2025	CHEVROLET	TRAILBLAZER
Property Management Operations/Michael Bonds	Work	2025	FORD	MAVERICK
Property Management Operations/ Maurice Hines	Work	2025	FORD	MAVERICK
Property Management Operations/ Dwayne McCrae	Work	2025	FORD	MAVERICK
Property Management Operations	Work	2025	FORD	MAVERICK
Property Management Operations/Tammy Rogers	Work	2025	HONDA	CIVIC
Property Management Operations/ Rhonda Harvell	Work	2025	HONDA	CIVIC
Property Management Operations/ Semdra Watson	Work	2025	HONDA	CIVIC
Office of Administrative Services	Work	2025	HONDA	CIVIC
Office of Public Safety	Work	2025	CHEVROLET	MALIBU
Office of Public Safety	Work	2025	CHEVROLET	MALIBU
Office of the Executive Director	Work	2025	HONDA	CIVIC
Fleet Mangement Operations	Work	2025	HONDA	CIVIC
Audit & Compliance	Work	2025	CHEVROLET	MALIBU
Office of Public Safety	Work	2025	CHEVROLET	MALIBU
Fleet Management Operations	Work	2025	CHEVROLET	SILVERADO
Fleet Management Operations	Work	2025	CHEVROLET	SILVERADO
Fleet Management Operations	Work	2025	FORD	F650
Fleet Management Operations	Work	2025	FORD	F650

DCHA Oversight Hearing Q74

BACKGROUND

DCHA conducts portfolio-wide, in-depth analyses and inspections to identify patterns and execute the capital work needed to extend the life of our buildings, remediate environmental hazards, and conduct overall unit renovations. A significant portion of the analyses conducted to identify this work stem from the information contained in our work order database.

To summarize these efforts, see details below regarding DCHA's capital project objectives, work order types with the highest frequency levels, and the capital projects we're deploying to address the most critical needs.

CAPITAL PROJECT OBJECTIVES

- Ensure the health and safety of DCHA residents
- Provide a welcoming community for residents
- Increase public housing utilization rate
- Avoid displacement (e.g., "build-first" development)
- Steward funding transparently and efficiently
- Implement Subsidy Repositioning Strategy to invest in preservation and stabilization of public housing portfolio

WORK ORDER INFORMATION

The following table shows the most frequent types of work orders, from FY25 – present. Specific work order information can be found in the accompanying spreadsheet (see spreadsheet information for Question 39).

Work Order Category	# Of Work Orders (open and completed)
Plumbing	14,170
Doors, Windows and Railings	7,444
Heating and Cooling	7,311
Floors, Wall and Ceilings	4,560
Appliances	4,426
Boiler Room	4,367
Extermination/Pest Control	4,021
Safety, Security, Bldg Maint	3,013
Electrical	2,891
Locks/Keys	2,258
Maintenance	1,518

FY25 – FY26 CAPITAL PROJECTS

The following table contains high-level project information (starting from FY25 – present), that were identified through work order analyses (such as the one noted above), property inspections, and various other forms of property assessments. Specific project information can be found in the accompanying spreadsheet, titled "FY25-Present Capital Project Info".

Project Type	Scopes of Work Examples	Total Contract Costs
Unit Renovations	Kitchen upgrades, painting, ventilation improvements, etc.	$55,414,117.93*
Lead Abatement	Lead removal/replacement, encasement, encapsulation, etc.	$26,593,876.56*
Building Envelope Repairs	Roof replacement, masonry, chimney repairs, etc.	$13,907,412.59
HVAC	Chiller replacement, ductwork, fan coil unit repairs, etc.	$19,638,060.76

*Includes some contracts with scopes for both lead abatement and unit renovations.

District of Columbia Housing Authority

Office of Audit and Compliance

Review
HUD Inventory Management System

Report Number: A-25-002 June 20, 2025

Table of Contents

Executive Summary 1
Introduction 1
Background 1
Objectives 2
Scope 2
Methodology 2
Conclusion 3
Audit Results: Findings, Recommendations, and Management Responses 3
Finding #1: Discrepancies/inaccuracies in the status of units Yardi Voyager vs. PIC 3
Finding #2: Incorrect Reporting of Occupied Units 4
Observation #1: Inconsistent Documentation in Yardi 5

Executive Summary

Introduction

The Office of Audit and Compliance ("OAC") conducts independent fiscal and management audits of the District of Columbia Housing Authority's ("DCHA") operations. Further, the OAC conducts other special audits, reviews, examinations, or other assignments and civil and criminal investigations pursuant to DC Law §6-207.[1] This entails working with Management, Board Members, and Stakeholders to improve and add value to the governance, risk management, and control procedures. The OAC provides assurance, compliance, and consulting services and is charged with detecting inefficiencies and irregularities to include fraud, waste, and abuse.

The auditors' evaluation is based on the knowledge of relevant conditions and events that exist at or have occurred prior to the date of the auditor's report. Information about such conditions or events is obtained from the application of auditing procedures planned and performed to achieve audit objectives that are related to management's assertions embodied in the financial and other documents that were audited.

Background

The OAC conducted this review as a follow-up to the 2022 Department of Housing and Urban Development ("HUD") audit to determine if recommendations regarding the Inventory Management System-PIH Information Center ("PIC") for public housing were implemented and the process complied with the federal and local laws and policies. The HUD 2022 findings included:

- DCHA did not have an accurate listing of vacant units and was not reporting an accurate status of units in the PIC system[2].
- DCHA was not receiving the correct operating subsidy for occupied units. Some units that appeared vacant in PIC were shown as leased-up in DCHA's Yardi system. Vacant units shown to the HUD inspector indicated they were occupied in PIC[3].

The recommendations were:

- DCHA must complete an analysis of all units to determine its occupancy status. DCHA must compare this analysis to data it has submitted to PIC to develop and implement a plan to correct this data. In addition, DCHA must develop and implement a process for ongoing submissions to PIC and train staff on this process.

[1] The Authority shall establish an Office of Audit and Compliance. The Office of Audit and Compliance shall conduct independent fiscal and management audits of the Authority's operations; other special audits, examinations, or other assignments; and civil and criminal investigations. The Office of Audit and Compliance shall comply with all federal requirements with respect to audits and investigations of federal programs and shall be the Authority's liaison for the General Accounting Office and the Office of the Inspector General of HUD.
[2] *District of Columbia Housing Authority (DC001) Assessment*, U.S. Department of Housing and Urban Development. Finding PH 13b (Page 17).
[3] *District of Columbia Housing Authority (DC001) Assessment*, U.S. Department of Housing and Urban Development. Finding PH 13b1 (Page 17)

DCHA must provide HUD with an accurate listing of all vacancies, its plan and timeline to address PIC errors, and evidence of staff training.[4]

- DCHA must complete an analysis of each unit to determine its occupancy status. DCHA must compare this analysis to data it has submitted to IMS/PIC to develop and implement a plan to correct this data. Once complete, DCHA must complete an analysis of operating subsidy to determine any overpayment and repay these funds to HUD from non-federal sources. DCHA must provide an accurate listing of all vacancies, its plan and timeline to address PIC errors, its operating subsidy analysis and evidence of repayment of any overpaid operating subsidy from non-federal funds to HUD.[5]

Objectives

The objectives of this audit engagement are to assess whether the Office of Property Management Operations ("PMO"):

1. Implemented the recommendations from the 2022 HUD audit
2. Is reporting accurate status of the residential units in PIC and Yardi systems to receive the correct operating subsidies.

Scope

This audit is a follow-up to a 2022 audit conducted by the HUD to determine whether the agency complied with reporting the actual occupancy status of the residential units to receive the correct operating subsidy. Both PIC and Yardi provide the occupancy status as of a certain date. To evaluate whether the HUD recommendations were implemented, the auditors used the occupancy status as of January 8, 2025 – the date the data was extracted.

Methodology

The OAC conducted this audit in accordance with the United States Government Accountability Office ("GAO") generally accepted government auditing standards ("GAGAS") and pursuant to District Law §6-207. These standards require that DCHA plans and performs independent internal audits reviews and investigations to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings, conclusions and recommendations based on established objectives. The following were the methods used:

- Obtained the lists of all properties shown as:
    - vacant in Yardi
    - vacant in PIC

[4] *District of Columbia Housing Authority (DC001) Assessment*, U.S. Department of Housing and Urban Development. Corrective Action (PH 13b) (Page 17).
[5] *District of Columbia Housing Authority (DC001) Assessment*, U.S. Department of Housing and Urban Development. Corrective Action (PH 13b1) (Page 17).

    - occupied in PIC

- Compared the two vacant lists to identify the residential units that showed up only in one of them (PIC or Yardi). Randomly selected a sample of 50 units from each list (a total of 100 units).
- Randomly selected a sample of 50 units from the PIC list of occupied units.
- Visited all 150 units to verify whether they are vacant or occupied.
- Requested evidence that DCHA completed an analysis of operating subsidy to determine any overpayment and repaid these funds to HUD from non-federal sources.

Conclusion

Based on our review, the discrepancy in the status of the residential units between PIC and the Yardi system still exists. The auditors also noted the inaccurate status of units reported in both systems. This audit has two findings 1). Discrepancies/inaccuracies in the status of units Yardi Voyager vs. PIC and 2). Incorrect reporting of occupied units. The report also includes one observation: Inconsistent documentation in Yardi. Inaccurate occupancy data provided to HUD could lead to DCHA potentially reimbursing HUD.

Audit Results: Findings, Recommendations, and Management Responses

Finding #1: Discrepancies/inaccuracies in the status of units Yardi Voyager vs. PIC

Forty-nine of the first sample of 50 residential units listed only in Yardi as vacant, showed occupied in PIC. The auditor and OAC Inspectors did not find the remaining unit on the PIC occupied or vacant lists. Through an in-person inspection, the OAC team confirmed that the unit was occupied. The OAC Team confirmed that 3 of these 49 that were listed in PIC as occupied, were indeed occupied – 1 of them was filled two weeks before the OAC Team's visit; a family of a deceased resident occupied 1 unit; and another unit had an occupant who stayed in after family moved out to a nearby unit. For a second sample of 50 units shown in PIC as occupied, the OAC Team found 3 to be vacant. Transmission of accurate HUD-50058 and HUD-50058-FSS information to the PIC system by the Public Housing Authorities ("PHA") is mandated by 24 CFR § 908.104[6]. HUD PIH Notice 2021-35 also requires PHAs to update the data when the status of a unit changes.[7] These discrepancies could cause HUD to seek reimbursement for the subsidies paid to DCHA.

[6] 24 CFR § 908.104(a): "Automated HAs. Housing agencies that currently use automated software packages to transmit Forms HUD-50058 and HUD-50058-FSS information by tape or diskette to the Department's data processing contractor must convert to telephonic electronic transmission of that data in a HUD specified format …."
24 CFR § 908.104(b) Nonautomated HAs "Housing agencies that currently prepare and transmit the HUD-50058 and HUD-50058-FSS information to HUD paper must: … (2) Complete their data loading."
[7] HUD PIH Notice 2021-35. Section 6: "PHAs must update their IMS-PIC Development Sub-Module data when the status of a unit changes. Unless a different timing is identified in this Notice for a particular unit status category, it is the PHA's responsibility to submit data no later than 60 calendar days from the effective date of unit tenant status change to ensure accurate calculation of the Operating Fund and Capital Fund formulas."

Recommendation #1:

1. Establish controls to improve the quality of data uploaded to PIC, including reconciliation of data from Yardi, PIC, and hardcopy information from the property management.
2. Ensure that the data in Yardi and PIC are reconciled and corrected with supervisory approval.
3. OAC will review the implementation of these HUD recommendations in FY 2026.

Management Response #1: (Agree) or Disagree

Corrective Action: Property Management Operations (PMO) will devise a quality control plan that may include utilization of a quality control tool to ensure that unit statuses are accurately reflected in DCHA's system of record and transmitted to HUD, correctly, with reconciliation occurring at least bi-monthly.

Responsible Party: Vice President for PMO and Sr. VP for PMO

Due Date: End of Quarter Three in FY2026

Finding #2: Incorrect Reporting of Occupied Units

DCHA was still not correctly reporting the occupancy data to HUD[8]. The auditors found 6 of the 50 sampled units listed in PIC as vacant to be occupied. Two of these 6 units were filled within two weeks before the OAC team's visit. A family member of a deceased resident occupied one unit. Another unit had a DCHA employee (Otis Blackmon) residing in the unit. These discrepancies indicate a potential loss of subsidies from HUD.

Recommendation #2:

1. Reconcile the data already in the Yardi and PIC and correct them as necessary.
2. OAC will review the implementation of HUD's recommendations in FY 2026.

Management Response #2: (Agree) or Disagree

Corrective Action: Along with action taken under finding #1, Property Managers will be charged with confirming unit statues, monthly, through property walks. Yardi and PIC data will be reconciled, appropriately.

[8] The original HUD Finding PH 13b in the *District of Columbia Housing Authority (DC001) Assessment*, U.S. Department of Housing and Urban Development (Page 17): "DCHA does not have an accurate listing of vacant units and is not reporting an accurate status of units in the Inventory Management System/PIH Information Center (IMS/PIC) system."

Responsible Party: VP of PMO and Area Managers through the Property Managers

Due Date: End of Quarter Three in FY2026

Observation #1: Inconsistent Documentation in Yardi

The audit team had to seek assistance from the respective Property Managers to obtain data that should be in the Yardi system. The auditors could not obtain the occupancy data directly from Yardi for some of the samples. Consistent data entries ensure accurate, reliable, and up-to-date information across systems, leading to better decision-making, streamlined processes, and reduced errors, ultimately improving compliance with the laws and regulations.

Recommendation for Observation #1:

1. PMO should collaborate with the ITD to ensure that the occupancy data in Yardi is entered in a manner that is consistent for all units.
2. Periodically conduct data integrity quality assurance for PIC data entry process and maintain records of this quality assurance.
3. OAC will review the implementation of these recommendations in FY 2026.

Management Response to Observation: (Agree) or Disagree

Corrective Action: Property Management Operations ("PMO") will devise a quality control plan that may include utilization of a quality control tool to ensure that unit statuses are accurately reflected in DCHA's system of record and transmitted to HUD, correctly, with reconciliation occurring at least bi-monthly.

Responsible Party: SVP and VP for PMO

Due Date: End of Quarter Three of FY2026

The OAC shall conduct a probe review to ensure implementation of the corrective actions post the stipulated due date.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR PUBLIC AND INDIAN HOUSING

December 2, 2025

Mr. Keith Pettigrew
Executive Director
District of Columbia Housing Authority
300 7th Street, SW
Washington, DC 20024

Dear Mr. Pettigrew:

The U.S. Department of Housing and Urban Development (HUD) appreciates the District of Columbia Housing Authority's (DCHA) continued partnership in implementing Executive Order 14218, which reinforces the responsibility of Public Housing Agencies (PHAs) to ensure that Federal housing assistance is provided only to individuals who meet all statutory eligibility requirements.

HUD' Departmental Enforcement Center (DEC) recently conducted an audit of DCHA's citizenship verification practices in the Public Housing (LRPH) and Housing Choice Voucher (HCV) programs from September 2023 – September 2025. Specifically, the DEC found:

- DCHA provided an estimated $109,047 in improper federal benefits to LRPH and HCV program participants during the review scope period, in violation of federal law and regulations.
    - Tenant files revealed $80,745 in unsupported payments: $67,637 in the HCV program and $13,108 in the LRPH program; and $28,302 in ineligible payments: $5,320 in the HCV program and $22,982 in the LRPH program.
- DCHA did not maintain Systematic Alien Verification for Entitlements (SAVE) system verification for 13 participants in the 25 tenant files reviewed when required, nor did it have access to SAVE between April 4th and October 20th of 2025.
- In at least two instances, DCHA incorrectly classified temporary noncitizens as eligible for federal housing assistance.

As part of HUD's oversight responsibilities, and to align with the requirements of the Executive Order, HUD is issuing the following directives:

1. In accordance with HUD-regulations, process SAVE verifications for all non-citizen assisted members admitted to the programs or added to an existing household during the time period for which DCHA failed to maintain proper access to SAVE. DCHA must submit to HUD a complete report of the verification results **within 30 calendar days of receipt of this letter**.
2. For the 13 members for which DCHA did not maintain documentation SAVE verification evidence, DCHA must conduct SAVE verifications and provide HUD with the results **within 7 calendar days of receipt of this letter**.
3. Provide HUD with a signed attestation confirming that DCHA has reviewed all remaining tenant files and that all currently assisted individuals' citizenship status have been properly verified and documented as required by HUD regulations, and all records in IMS-PIC are updated **within 90 days of this letter**.

After DCHA has completed these directives, HUD will reach out to discuss next steps on all recapture or repayment actions required for any Federal housing funds paid on behalf of residents determined to be ineligible through this verification process.

HUD stands ready to assist DCHA in completing these requirements and ensuring the integrity of housing assistance provided to District residents. Please direct all submissions and any related questions to HUD's Office of Public Housing and Voucher Programs.

Sincerely,

Benjamin Hobbs
Principal Deputy Assistant Secretary
Office of Public and Indian Housing

District of Columbia Housing Authority

Office of Audit and Compliance

Audit
Rent Collection Process

Report Number: A-25-001 March 17, 2025

Table of Contents

Executive Summary 1
Introduction 1
Background 1
The Rent Collection Process 2
Objectives 2
Scope 2
Methodology 2
Conclusion 2
Audit Results: Findings, Recommendations, and Management Responses 3
Observation #1: No Rent Collection Section in the New ACOP 3
Observation #2: Rent Receivables Reported in the Financial Statements Could not be Reconciled 4
Exhibit A: DCHA Tenant Payment Agreement 7
Exhibit B: Email from PMO 11

Executive Summary

Introduction

The Office of Audit and Compliance ("OAC") conducts independent fiscal and management audits of the District of Columbia Housing Authority's ("DCHA") operations. Further, the OAC conducts other special audits, reviews, examinations, or other assignments and civil and criminal investigations pursuant to DC Law §6-207[1]. This entails working with Management, Board Members, and Stakeholders to improve and add value to the governance, risk management, and control procedures. The OAC provides assurance, compliance, and consulting services and is charged with detecting inefficiencies and irregularities to include fraud, waste, and abuse.

The auditors' evaluation is based on the knowledge of relevant conditions and events that exist at or have occurred prior to the date of the auditor's report. Information about such conditions or events is obtained from the application of auditing procedures planned and performed to achieve audit objectives that are related to management's assertions embodied in the financial and other documents that were audited.

Background

The OAC conducted this audit as a follow-up to the 2022 Department of Housing and Urban Development ("HUD") audit to determine if recommendations regarding the public housing rent receivables were implemented and rent collection process complied with the federal and local laws and policies.

The recommentations were:

> DCHA must enforce its rent collection policy, keep track of tenants who are delinquent and ensure uniformity throughout all developments with the rent collection policy and procedures. DCHA staff must cease from accepting verbal repayment agreements and comply with the Policies and Procedures set forth in the ACOP. DCHA must provide copies of updated policies and procedures a plan and timeline for implementation, Board resolutions and evidence of staff training to HUD[2].

[1] The Authority shall establish an Office of Audit and Compliance. The Office of Audit and Compliance shall conduct independent fiscal and management audits of the Authority's operations; other special audits, examinations, or other assignments; and civil and criminal investigations. The Office of Audit and Compliance shall comply with all federal requirements with respect to audits and investigations of federal programs and shall be the Authority's liaison for the General Accounting Office and the Office of the Inspector General of HUD.

[2] *District of Columbia Housing Authority (DC001) Assessment*, U.S. Department of Housing and Urban Development (Page 26)

The Rent Collection Process

The Office of Financial Management ("OFM") issues the rent statements at the end of every month, and the tenants mail the rent checks to a lockbox by the 10th of the following month. Some tenants pay the rent at the property, which is collected by the Office of Property Management Operations ("PMO") and forwarded to OFM for further processing. The rent collection at the properties began in June 2024.

Objectives

The objectives of this audit engagement are to assess whether PMO:

1. Has implemented the recommendations from the 2022 HUD audit
2. Has adequate controls to ensure appropriate collection of delinquent rents,
3. Has adequate monitoring of the collection process.

Scope

This audit is a follow-up to a 2022 audit conducted by the HUD to determine whether the agency complied with its policies and procedures for collecting delinquent rents and what policies and procedures are in place to ensure better rent collection and reporting on the rent receivables. The period covered was FYs 2023 and 2024. The auditor evaluated whether corrective actions in response to recommendations from the HUD review were implemented.

Methodology

The OAC conducted this audit in accordance with the United States Government Accountability Office ("GAO") generally accepted government auditing standards ("GAGAS") and pursuant to District Law §6-207. These standards require that DCHA plans and performs independent internal audits reviews and investigations to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings, conclusions and recommendations based on established objectives. The following were the methods used:

- Obtained, reviewed, and analyzed relevant laws, regulations, policies, and procedures;
- Interviewed relevant PMO staff to gain an understanding of the roles and responsibilities in the collection process;
- Reviewed the financial statements for FYs 2022 and 2023;
- Reviewed the HUD report issued in 2022.

Conclusion

PMO has partially implemented the recommendations made by the 2022 HUD audit by introducing written Tenant Payment Agreements[3] for all tenants to ensure uniformity throughout

[3] DCHA Tenant Payment Agreement – see Exhibit A

all developments. Also, PMO has stopped accepting verbal repayment agreements. However, this audit has two observations 1). PMO has removed the rent collection section from the Admissions and Continued Occupancy Plan ("ACOP") that was published in April 2023; and 2). the rent receivables reported in the Agency's financial statements could not be verified due to compromised data integrity which could lead to the Agency reporting incorrect rent receivables and may potentially increase the amount of the write-offs.

Audit Results: Findings, Recommendations, and Management Responses

Observation #1: No Rent Collection Section in the New ACOP

The 24 CFR § 902.43 sets management operations performance standards for the Public Housing Authorities including measuring the tenant accounts receivable of a project against the tenant charges for the project's fiscal year. The audit team's review of the latest ACOP, which was updated in April 2023, found that the document no longer contains the section for rent collection. According to PMO, "the lease details the family obligations[4]." The 2022 HUD audit cited PMO for not complying with its policy and procedure for collecting delinquent rents[5]. Without a rent collection policy, DCHA will be non-compliant with 24 CFR § 902.43[6] and 24 CFR § 966.4[7]. The policies developed according to program requirements ensure congruence and alignment with the strategic initiatives of the Agency.

OAC Recommendation #1:

1. Fully comply with HUD recommendations by establishing and adhering to written policies to provide adequate guidance and internal controls over the billing and collection of tenant rents. Policy language should include:
    a. Segregation of duties over the billing and collection of tenant rents or establish appropriate compensating controls, such as increased management review procedures.
    b. Ensure that an individual, independent of the billing process, reviews the rent posted to tenants' accounts.
2. OAC will review the implementation of these HUD recommendations in FY 2026.

[4] Email from PMO staff – see Exhibit B.
[5] *District of Columbia Housing Authority (DC001) Assessment*, U.S. Department of Housing and Urban Development (Page 26): "DCHA is not in compliance with its policy and procedure for collecting delinquent rents and other amounts owed. The review team was informed that some developments accept verbal payment arrangements, while others follow the procedure for rent collection requiring written repayment agreements. As a result, DCHA has a low rent collection percentage <50% of monthly roll."
[6] § 902.43 Management operations performance standards. " (a) The following subindicators listed in this section will be used to assess the management operations of projects and PHAs…
(2) Tenant accounts receivable. This subindicator measures the tenant accounts receivable of a project against the tenant charges for the project's fiscal year."
[7] § 966.4(l)(2) The PHA may terminate the tenancy only for… (i) Serious or repeated violation of material terms of the lease, such as the following:…(A) Failure to make payments due under the lease

Management Response:

Agree

1. Update and Reinstating Rent Collection Policy in the ACOP
   - The Rent Collection Policy will be updated and submitted for review for consideration of formally incorporated into the Admissions and Continued Occupancy Plan (ACOP) to ensure compliance with 24 CFR § 902.43 and 24 CFR § 966.4.
   - The policy will provide clear guidelines on rent due dates, payment processing, delinquency actions, repayment agreements, and compliance monitoring.

2. Strengthening Internal Controls
Segregation of Duties:
   - Property Managers collect and record payments.
   - Office of Financial Management (OFM) reconciles rent received and posts it to accounts.
   - Internal Audit Team performs periodic reviews to validate transactions.
   - The Yardi Voyager 7 System will track rent payments, generate automatic collection notes on the 12th of each month, and provide real-time visibility to Area Managers and PMO leadership.

3. Training & Implementation
   - A mandatory training program will be conducted quarterly for all onsite housing professionals and area managers to ensure proper execution of the rent collection policy.
   - Monthly compliance reports will be submitted by Area Managers to Senior VP of PMO to track enforcement and provide feedback.

Observation #2: Rent Receivables Reported in the Financial Statements Could not be Reconciled

The rent receivables reported in FY 2022 and 2023 financial statements could not be verified through the Yardi Voyager system. The auditors, with assistance from DCHA's Information Technology Department ("ITD"), generated the aged receivable reports at fiscal year-end 2022 and 2023 from Yardi Voyager and noted variances between total rent receivables shown in the Yardi report and the ones in the financial statements (see the comparison in Table 1 below). The auditors also observed that the same report generated on two different dates showed a slight difference which could be caused by payments made against these receivables between the dates the two reports generated. However, aged receivable amounts as of a closing date should never be affected by payments made after the closing of the year. This situation caused by compromised data integrity could lead to the Agency reporting incorrect rent receivables and potentially increasing the write-off amounts, which were 74% and 71%, respectively, for FYs 2022 and 2023.

Table 1: Comparison of Rent Receivables per Yardi and DCHA Financial Statements

Rent Receivables Aged Receivables As of: 09/30/2022 and 09/30/2023								
FY	**Data Source**	**Total Rent Receivable**	**0-30 days**	**31-60 days**	**61-90 days**	**Over 90 days**	**Prepays**	**Balance**
2022	Yardi Voyager	18,881,313	835,671	748,039	146,844	17,150,760	(1,053,574)	17,827,739
	Audited financial statements	19,733,104						
	Difference	851,791						
2023	Yardi Voyager	14,232,519	881,470	697,826	157,002	12,496,221	(735,269)	13,497,251
	Audited financial statements	14,316,803						
	Difference	84,284						

OAC Recommendation #2:

1. PMO should collaborate with the ITD to ensure that the aged receivable reports show the actual position of the Agency with regards to its rent receivables as of a certain date, not influenced by transactions that take place afterwards.
2. OAC will review the implementation of HUD's recommendations in FY 2026.

Management Response:

Agree

1. Real-Time Rent Posting & Reconciliation in Yardi Voyager 7
   - All payments must be posted before close of business (COB) daily to prevent discrepancies between Yardi data and audited financial statements.
   - Area Managers will conduct monthly reconciliation reviews by the 12th of each month using Yardi-generated aged receivable reports.

2. ITD & Financial Management Collaboration
   - A cross-functional working group between ITD, OFM, and PMO will be established to review data discrepancies and system configuration issues.

3. Audit Trail & Accountability Enhancements
   - All manual rent adjustments must receive VP-level approval and be logged into Yardi Voyager with a justification memo.
   - Quarterly reconciliation reports will be submitted to the Board for transparency and financial oversight.

Exhibit A: DCHA Tenant Payment Agreement

PUBLIC HOUSING REPAYMENT AGREEMENT

Tenant Name: _____ **Tenant Code:** _____

Addendum

This addendum acknowledges that the resident has paid the required good faith payment of at least 25% of the current balance as follows:

Current outstanding balance _____

Good Faith Payment (at least 25% of outstanding balance) _____

Updated balance after good faith payment _____

Pay Off Months ___

Monthly Amount Due: Rent _____ Repayment Amount _____ = _____

Exhibit A: DCHA Tenant Payment Agreement Continued

PUBLIC HOUSING REPAYMENT AGREEMENT

Tenant Name: _____ **Tenant Code:** _____

This Agreement ("Agreement") is made by and between _____("Tenant") and the District of Columbia Housing Authority ("DCHA" and collectively with the Tenant, the "Parties") on this _____day of _____.

WHEREAS, the Tenant resides at _____("Premises").

WHEREAS, the Tenant entered into a lease with DCHA dated _____ (the "Lease").

WHEREAS, Tenant acknowledges and admits that he/she did not comply with the obligations of the Lease and owes _____for an outstanding balance (including rent) through the period _____. The tenant's current owes _____.

WHEREAS, DCHA agrees to enter into this Agreement in lieu of serving a **Notice of Non-Payment of Rent** for possession of the Premises conditioned upon the Tenant making the payments set forth in paragraph 1 of this Agreement.

WHEREAS, Premises means the public housing dwelling unit occupied by the Tenant and specifically referenced by a residential address in the Lease agreement, and any other subsequent public housing unit occupied by the Tenant.

NOW THEREFORE, in consideration of the undertakings, obligations, and commitments set forth below, the Parties hereby agree as follows:

1. The tenant owes the sum of _____ to be current in rent through _____. This sum will be called the Arrearage. The Tenant agrees to pay the Arrearage in installments of _____per month. The payments will commence on the **1st** day of _____and continue on the **1st** day of each month thereafter until the total Arrearage is paid in full. It will take _____ months to complete this agreement.

Exhibit A: DCHA Tenant Payment Agreement Continued

PUBLIC HOUSING REPAYMENT AGREEMENT

2. In addition to the Arrearage, the Tenant will pay the monthly rent required under the Lease agreement, which is presently _____, plus any increases or less any decreases as provided for in the Lease and DCHA regulations, on or before the 10th day of each month starting _____and continuing on the 10th day of each month thereafter until the Arrearage is paid in full.

3. In the event that the Tenant fails to comply with the terms of this Agreement, DCHA shall have the right to serve the Tenant with a Notice of Non-Payment for failure to pay rent in the amount of the unpaid balance of the Arrearage plus any monthly rent due and owing by the Tenant.

4. The Tenant expressly agrees to and acknowledges the amount of the Arrearage and expressly waives the right to contest the amount of the Arrearage in any subsequent judicial, quasi-judicial, or administrative proceeding.

5. The parties acknowledge the jurisdiction of the Superior Court of the District of Columbia to enforce the terms of this Agreement.

6. No modification, amendment, or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by such party or by a duly authorized officer or agent of such party.

7. In the event that any provision of this Agreement should be held to be void, voidable, unlawful, or for any reason unenforceable, the remaining provisions or portions of this Agreement shall remain in full force and effect.

Exhibit A: DCHA Tenant Payment Agreement Continued

8. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements. Neither the Tenant nor DCHA has relied upon any representation or statement, written or oral, express, or implied, not set forth in this agreement.

9. The Tenant acknowledges that he/she has had an opportunity to consult with attorneys or persons of his/her own choosing prior to signing this Agreement and if he/she has not done so it was by his/her choice. The Tenant has entered this Agreement of knowingly, voluntarily and with the intent to be bound by its terms.

10. Each person signing this Agreement warrants and represents that he/she has authority to sign the Agreement on behalf of the party for whom he or she is signing with regard to all matters herein described.

IN WITNESS WHEREOF, the Tenant and DCHA have caused this Agreement to be executed by himself/herself or their duly authorized officers or representatives as of the date written below.

TENANT SIGNATORY:

_____
TENANT (PRINT NAME)

_____ _____
Tenant Signature Date

DISTRICT OF COLUMBIA HOUSING AUTHORITY SIGNATORY

_____
Designee Name /Title (PRINT)

_____ _____
Signature Date

Exhibit B: Email from PMO

Quazi A. Haque

From: Olivia Rudd
Sent: Wednesday, October 30, 2024 11:50 AM
To: Quazi A. Haque
Cc: Nona Eath; Jon McKinney; Petuna Cooper; Deborah Coleman
Subject: Re: Rent Collection Audit - Request for Information
Attachments: Lease - Agreemement.docx

Good Morning,

@Quazi A. Haque DCHA does not have a rent collection policy; the lease details the family obligations. DCHA federally is required to comply with offering families two options:

1. Income based rent - resident pay 30% of there adjusted income toward rent or,
2. Flat Rent Choice - is when the resident 30% exceeds the flat rent charge for the assigned unit; the family may choose to pay the lower of the two.

No, that column should not be filled in. PMO and finance has ongoing efforts to improved our external customer-service with DCHA residents.

Olivia Rudd
Director of Quality Control

Property Management Operations
District of Columbia Housing Authority
e: orudd@dchousing.org
m: (202) 817-5563

www.dchousing.org

From: Quazi A. Haque <qahaque@dchousing.org>
Sent: Thursday, October 24, 2024 10:59 AM
To: Olivia Rudd <orudd@dchousing.org>
Cc: Nona Eath <neath@dchousing.org>; Jon McKinney <jmckinney@dchousing.org>; Petuna Cooper <pcooper@dchousing.org>; Deborah Coleman <dtcoleman@dchousing.org>
Subject: RE: Rent Collection Audit - Request for Information

Good morning Ms. Rudd,

Based on our preliminary review of the documents you provided this morning, we have the following questions:

a. Do we have a rent collection policy?

b. Should the middle column (titled "Decision Point") on the "Rent Collection Procedures" document be filled in?

1

We appreciate your help with these questions.

Best regards,

Quazi A. Haque
Senior Auditor

Office of Audit and Compliance
District of Columbia Housing Authority
Email: qahaque@dchousing.org
fraudcomplaint@dchousing.org
www.dchousing.org
(202) 948-5931 Mobile

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From: Nona Eath <neath@dchousing.org>
Sent: Thursday, October 24, 2024 8:40 AM
To: Quazi A. Haque <qahaque@dchousing.org>; Olivia Rudd <orudd@dchousing.org>
Cc: Jon McKinney <jmckinney@dchousing.org>; Petuna Cooper <pcooper@dchousing.org>; Deborah Coleman <dtcoleman@dchousing.org>
Subject: Re: Rent Collection Audit - Request for Information

Good morning, please find the attached procedures and work flows. In addition, I've included the rent collections tracked.

Nona C. Eath
Senior Vice President
Office of Property Management Operations
District of Columbia Housing Authority
e: neath@dchousing.org
m: (202) 580-4833

Current Litigation Summary
As of February 2, 2026

Caption	Case No.	Jurisdiction	Case Type	Status
Cumming v. Judiciary House DCHA	2025-CAB-007263	DC Superior Court	Real Property - Other	Motion to Dismiss filed and pending. Initial Scheduling Conference set for 4/24/26.
Fosque v. DCHA and DCHA Police Department	1:25-cv-03515	US District Court for DC	Employment	DCHA filed motion to dismiss
Tate, *Individually and on Behalf of her minor Children, NI, GI,* and NaI v DCHA	2025-CAB-004464	DC Superior Court	Tort	Initial Scheduling Conference set for 1/30/26.
Affordable Housing Opportunities v. Kevin Chaney & DCHA	2023-LTB-006251	DC Superior Court	Landlord Tenant - Residential - Non Payment of Rent	Mediation scheduled for 3/17/26; Trial 4/3/26
Ali v. DCHA	2025-CAB-008012	DC Superior Court	Contract - Contract Enforcement	Initial Scheduling Conference set for 3/6/26
Andrews v. DCHA	2020-CA-003465-B	DC Superior Court	Civil Action - Employment	Mediation recently concluded
Holloway v. DCHA	2025-CAB-003470	DC Superior Court	Civil Action - Employment	DCHA appeal pending
Bush v. DCHA	2024-CAB-006331	DC Superior Court	Civil Action - Employment	Motion to Dismiss Granted 10/16/25; Notice of Appeal filed on 11/12/25
Canty v. DCHA	2025-SCB-001228	DC Superior Court	Tort - Personal Injury	Trial set for 7/20/26
Coleman v. DCHA	23-AA-0636	DC Court of Appeals	Appeal of OFH decision	Matter remanded from Appeals court on 5/25/25
Cooper v. DCHA et al.	2025-CAB-008281	DC Superior Court	Employment Dispute	TRO hearing scheduled for 1/17/26; Initial Scheduling Conference set for 3/20/26.
Da'Vage v. DCHA	24-7043	US Court of Appeals for DC	Civil Action - Employment	Oral argument held on 10/10/25. Case fully briefed and waitin on court decision.
District of Columbia v. DCHA	2022-CA-002667-B	DC Superior Court	Civil Action	Mediation recently concluded
Drayton v. DC Housing	2025-SCB-002330	DC Superior Court	Contract	Initial hearing set for 2/3/26
Estate of Ricky Darnell Black v DCHA	2023-CAB-005344	DC Superior Court	Civil Action - Tort - Wrongful Death	Mediation scheduled for 6/2/26.
F&L Construction, Inc. v. DCHA	2024-CAB-001425	DC Superior Court	Civil Action - General	Appeals pending
James v DCHA	2023-CAB-005272	DC Superior Court	Civil Action - General	Amended Compliant filed on 5/2/25
Jennings v. DCHA	2025-CAB-002398	DC Superior Court	Civil Action - Employment	Dismissed in favor of DCHA; reinstated and motion to dismiss recently filed by DCHA

Current Litigation Summary
As of February 2, 2026

Caption	Case No.	Jurisdiction	Case Type	Status
Joseph v. Phillips and DCHA	2025-CAB-002443	DC Superior Court	Request for Foreign Judgment	Motion to Vacate Judgment filed and pending with court.
Long v. DC Housing Authority	OHR 21-333 DC (N)	Office of Human Rights	Civil Action - Employment	Pending decision
Martin v DC Housing Dept. et al	2024-CAB-008128	DC Superior Court	Civil Action - Contract Enforcement	Dismissed, Motion to reinstate subsequently filed and granted, Motion to Dismiss pending
Moore v. DCHA	2025-SCB-002324	DC Superior Court	Contract	Initial Scheduling Conference set for 2/2/26
Moore v. DCHA Office of Fair Hearings	2025-CAB-006711	DC Superior Court	General Civil - Other - General Civil	Motion to dismiss filed and pending. Scheduling Conference set for 3/13/26.
Morgan v. DCHA	23-AA-0318	DC Court of Appeals	Appeal of OFH decision	Waiting for court decision
Newell v. D.C. Housing Police et al.	2025-SCB-001457	DC Superior Court	Tort - Assault and Battery	Plaintiff was no show for 12/29/25 mediation. Status hearing scheduled for 1/22/26.
Page v. DCHA	2025-CAB-006976	DC Superior Court	General Civil - Other - General Civil	Remote Initial Scheduling Conference set for 1/23/26
Pondexter-Moore v DCHA, et. al	1:22-CV-03706-RBW	US District Court for DC	Civil Action - Civil Rights	DCHA's Motion to Dismissed was scheduled to be heard on 1/28/26.
Proctor v. DCHA	2025-SCB-002339	DC Superior Court	Contract - Breach of Contract	Initial 2/4/26
Robert Lee III et al. v. DC Housing et al.	2024-CAB-003793	DC Superior Court	Civil Action - General	Scheduling Conference continued to 1/30/26
Robert Lee III et al. v. DC Housing et al.	2025-CAB-006166	DC Superior Court	Civil Action - General	Initial Scheduling Conference set for 3/6/26
Robert Lee III et al. v. DC Housing et al.	2025-CAB-006643	DC Superior Court	Civil Action - General	Initial Scheduling Conference set for 4/10/26
Vesta D.C. III, LLC v. Wilson, DCHA et al.	2023-LTB-010080	DC Superior Court	Landlord Tenant - Residential - Non Payment of Rent	Case reopended. Status hearing scheduled for 11/7/25; pending ledgers from landlord
Warrenton Group, LLC v. Michaels Development Company, I, L.P. et al. [Note DCHA has been dismissed from case]	2024-CAB-003708	DC Superior Court	Civil Action - Contract - Breach of Contract	Mediation set for 3/26/26. Claims against DCHA were dismissed.
Williams v. DC Public Housing Authority	2025-SCB-001860	DC Superior Court	Tort - Property Damage	Status Hearing 1/22/26. Pending Motion to Dismiss.
Williams v. DCHA	2025-CAB-005074	DC Superior Court	Civil Action - General	DCHA's Motion to Dismiss partially granted. Plaintiff filed Amended Complaint.

Databases maintained by agency DC Housing Authority (HY0)

Database name	Detailed description of information within databse	Date of database establishment	Date of most recent databse upgrade	Date of planned upgrade (if applicable)	Is the database public? (Y/N)	If publicly accessible, where can it be accessed?	If only a subset of database is publicly accessible, please describe the portion that is publicly accessible.
Yardi Voyager	Yardi is used to store and manage applicant, resident and voucher participant information	2018	2025	Ongoing	Partial	DCHA Website	RentCafe, VendorCafe
CVR Landlord Portal	Previously used by DCHA's HCVP landlords part of the federal program to manage the RFTA process, see rent rolls, and manage property information for DCHA assisted units	2015	2025	N/A - Moving to Yardi	Partial	DCHA Website	Landlord Portal
WaitWhile	HCVP appointment scheduling.	12/1/2025 internally Not externally used yet	N/A	N/A	Partial	Will be DCHA Website	Appointment Scheduling

Contract Number	Contract Purpose - Description of Services	Competitive or Sole Source	Contract Type	Original Contract	Contract Term Begin Date	Contract Term End Date	Contract Period	Contract Period Total Amount	Budgeted Amount	Actual Amount Spent	Contract Status	Funding Source (local, federal, private, special revenue, specify if ARPA)	Notes
hr-0031-2024a	Temporary Employment Staffing Services	Competitive	Firm Fixed Price		10/1/2024	10/1/2027	Option Year 2	$120,000.00	$120,000.00	$0.00	Ongoing	Federal	
pmo-47-2024	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$70,000.00	$70,000.00	$70,000.00	Ongoing	Federal	
pmo-47-2024-a	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$75,000.00	$75,000.00	$74,138.10	Ongoing	Federal	
pmo-47-2024-e	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$75,000.00	$75,000.00	$0.00	Ongoing	Federal	
pmo-47-2024-f	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$75,000.00	$75,000.00	$424,570.12	Ongoing	Federal	
pmo-47-2024-h	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$70,000.00	$70,000.00	$40,202.88	Ongoing	Federal	
pmo-47-2024-i	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$70,000.00	$70,000.00	$43,306.00	Ongoing	Federal	
pmo-47-2024-j	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$85,000.00	$85,000.00	$54,180.62	Ongoing	Federal	
pmo-47-2024-k	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$70,000.00	$70,000.00	$0.00	Ongoing	Federal	
pmo-47-2024-l	On Call General Repair & Maint	Competitive	Time and Materials		10/1/2024	10/1/2026	Option Year 1	$85,000.00	$85,000.00	$83,475.00	Ongoing	Federal	
pmo-47-2024-g	On Call General Repair & Maint	Competitive	Time and Materials		10/2/2024	10/2/2026	Option Year 1	$70,000.00	$70,000.00	$59,102.58	Ongoing	Federal	
dcha-61-2024	Clothing Services	Competitive	Firm Fixed Price		10/3/2024	10/3/2025	Base Year	$120,000.00	$120,000.00	$767.00	Ongoing	Federal	
dcha-61-2024a	Clothing Services	Competitive	Firm Fixed Price		10/3/2024	10/3/2025	Base Year	$120,000.00	$120,000.00	$0.00	Ongoing	Federal	
hr-0031-2024b	Temporary Employment Staffing Services	Competitive	Firm Fixed Price		10/3/2024	10/3/2027	Option Year 2	$120,000.00	$120,000.00	$0.00	Ongoing	Federal	
hr-0031-2024c	Temporary Employment Staffing Services	Competitive	Firm Fixed Price		10/3/2024	10/3/2027	Option Year 2	$120,000.00	$120,000.00	$0.00	Ongoing	Federal	
hr-0031-2024d	Temporary Employment Staffing Services	Competitive	Firm Fixed Price		10/3/2024	10/3/2027	Option Year 2	$270,000.00	$270,000.00	$88,917.31	Ongoing	Federal	
oed-03-2025	Community Engagrment Coordinat	Competitive	Firm Fixed Price		10/11/2024	2/11/2025	Base Year	$161,000.00	$161,000.00	$124,499.97	Ongoing	Federal	
pmo-47-2024-c	On Call General Repair & Maint	Competitive	Time and Materials		10/11/2024	10/11/2025	Base Year	$75,000.00	$75,000.00	$3,985.00	Ongoing	Federal	
po-47-2024-b	On Call General Repair & Maint	Competitive	time and Materials		10/11/2024	10/11/2025	Base Year	$75,000.00	$75,000.00	$0.00	Ongoing	Federal	
oed-51-2024-a	General Consulting Services	Competitive	Firm Fixed Price		10/14/2024	10/14/2025	Base Year	$240,000.00	$240,000.00	$218,527.44	Ongoing	Federal	
oed-51-2024-b	General Consulting Services	Competitive	Firm Fixed Price		10/16/2024	10/16/2025	Base Year	$80,000.00	$80,000.00	$20,601.66	Ongoing	Federal	
0ed-51-2024-c	General Consulting Services	Competitive	Firm Fixed Price		10/18/2024	10/18/2025	Base Year	$80,000.00	$80,000.00	$153,347.03	Ongoing	Federal	
oed-51-2024-c	General Consulting Services	Competitive	Firm Fixed Price		10/18/2024	10/18/2025	Base Year	$239,500.00	$239,500.00	$0.00	Ongoing	Federal	
pmo-47-2024-d	On Call General Repair & Maint	Competitive	time and Materials		10/18/2024	10/18/2025	Base Year	$80,000.00	$80,000.00	$80,000.00	Ongoing	Federal	
03-2025-a	Community Engagrment Coordinat	Competitive	Firm Fixed Price		11/15/2024	5/15/2025	Base Year	$80,000.00	$80,000.00	$137,564.00	Ongoing	Federal	
oed-48-2024	Project Management Services	Competitive	Definite Quantity		11/19/2024	11/19/2025	Base Year	$240,000.00	$240,000.00	$151,600.00	Ongoing	Federal	
ca-65-2024	Accounting Services	Competitive	Firm Fixed Price		12/11/2024	12/11/2025	Base Year	$140,000.00	$140,000.00	$8,973.75	Ongoing	Federal	
hr-45-2024	Job Evaluation & Compensation	Competitive	Firm Fixed Price		12/16/2024	12/16/2025	Base Year	$142,625.00	$142,625.00	$89,566.25	Ongoing	Federal	
itd-0037-2024	Security Camera Install and Video Surveillance	Competitive	Indefinite Quantity		12/17/2024	12/17/2025	Base Year	$943,000.00	$943,000.00	$943,000.00	Ongoing	Federal	
ocp-0013-d-2022	Security Camera and Access Con	Competitive	Indefinite Quantity		12/23/2024	12/23/2025	Base Year	$3,700,000.00	$3,700,000.00	$1,191,576.06	Ongoing	Federal	