

**MEMORANDUM OF UNDERSTANDING
(Shirley Chisholm Village – Operations)**

BETWEEN

THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AND

**THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH THE
MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**

This Operations Memorandum of Understanding (this “**MOU**”) is entered into this July 1, 2022 (the “**Effective Date**”), by and between the San Francisco Unified School District, a California public school district (“**District**”) and the City and Country of San Francisco (“**City**”), represented by the Mayor, acting by and through the Mayor’s Office of Housing and Community Development (“**MOHCD**”). District and MOHCD are collectively referred to herein as the (“**Parties**”).

RECITALS

A. In 2017, the Parties entered into MOU to develop affordable housing restricted for the District’s educators through the use of tax credits, public and private partnerships, and other innovative financing.

B. The City and District are committed to serving the children of the City by attracting and retaining well-qualified classroom teachers, early education teachers, paraeducators and pupil services employees of District and other employees of the District who provide quality education, and the availability of affordable housing for educators and District Employees is critical to the overall success and stability of each school in the City.

C. District requires a total of approximately 3,600 teachers annually to meet classroom needs but is challenged by a teacher attrition rate of approximately 10 percent annually. The high cost of housing in the City along with the teacher shortage is making it more difficult for District to recruit new educators and is also cited as a factor in attrition. Many Educators who reside in the City face untenable rent burdens: an experienced educator earning 80% of Area Median Income must pay an average of 45% of his or her income for a market-rate 1-bedroom apartment (not including utilities.) In addition, the District employs approximately 2,400 early education teachers, paraeducators, and pupil services employees to educate and serve the needs of the District’s about 50,000 students in the City.

D. The District employs approximately 6,000 other employees to administer and operate the District’s education functions.

E. Under California Health & Safety Code § 53570 *et seq.*, the District is authorized to establish and implement programs that address the housing needs of teachers and school district employees who face challenges in securing affordable housing, by, *inter alia*, leveraging federal, state, and local public, private, and nonprofit programs and fiscal resources available to housing developers, and promoting public and private partnerships. Health & Safety Code § 53574 permits the District to restrict occupancy of affordable rental housing on land owned by the District to teachers and school district employees of the District so long as such housing does not violate any other applicable laws. Under California Education Code §17391, the District may lease excess real property to be used for teacher or school district employee housing without forming a property advisory committee to consider the disposition of such excess real property.

F. District owns certain real property located at 1360 43rd Avenue Block 1797 Lot 007, in San Francisco (the “**Site**”) and, in collaboration with MOHCD, desires to develop affordable housing restricted for teachers, early education teachers, paraeducators, pupil services employees, and other District employees (“**Educator Housing**”) through the use of tax credits under the Teacher Housing Act. The development of the Site includes the construction of 135 affordable rental family housing units (including one manager unit) and ground level space for ancillary community-serving uses that benefits the District and its students (the “**Shirley Chisholm Village**” or the “**Project**”) (including the Low-Income Project and Moderate-Income Project as defined below).

G. From October 2017 to the present, the following was completed: (i) the Parties selected MidPen Housing (“**MidPen**”) as the development team; (ii) MidPen formed MP Francis Scott Key 2 Associates, LP (the “**Low Income Project Developer**” or “**Low Income Project Tenant**”) to own and operate the Low Income Project, and MP Francis Scott Key 1 LLC (the “**Moderate Income Project Developer**” or “**Moderate Income Project Tenant**” and, together with MP Francis Scott Key 2 Associates, LP, the “**Developer**” or “**Tenant**”), to own and operate the Moderate Income Project, each of which includes MidPen Housing Management Corporation as the building management company (the “**Operator**”); (iii) Developer submitted its proposed scope of development, (iv) on March 1, 2022, Low Income Project Developer applied for an allocation of 9% federal tax credits from the California Tax Credit Allocation Committee (“TCAC”) in the amount of \$2,500,000.00 for the Low Income Project; and (v) and Moderate Income Project Developer applied for and will receive permits for the construction of the Project.

H. On June ____, 2022, the District Board of Education approved Resolution No. ____ authorizing conveyance of a leasehold estate in a portion the Site from District to the Low-Income Developer and a leasehold estate in the remainder of the Site from District to the Moderate-Income Developer, each under a certain Ground Lease dated August, 2022 (each, a “**Ground Lease**” and together the “**Ground Leases.**”). Each Ground Lease has a term of seventy-five (75) years with one twenty-four (24) year extension option (a 99-year maximum term). Capitalized terms not defined in this MOU will have the same meanings set forth in the applicable Ground Lease(s).

I. On April 15, 2022, the San Francisco Citywide Affordable Housing Loan Committee recommended approval for MOHCD to provide loans in an amount not to exceed \$2,656,208.00 to the Low-Income Developer and not to exceed \$45,543,792.00 to the Moderate

Income Developer for the purpose of construction and permanent financing of the Project under those certain Loan Agreements (each a “**Loan Agreement**”). MOHCD intends to obtain approval of the Loan Agreements by the City’s Board of Supervisors.

J. Based on the foregoing, the Parties now desire to enter into this MOU to establish: (i) the Parties’ respective roles and responsibilities in working together to market the affordable units and administer and enforce the Ground Leases; and (ii) MOHCD’s compliance monitoring of affordable housing covenants and resident restrictions and right to cure Developer’s defaults under the Ground Leases and other agreements to preserve the affordable housing for Educators and District Employees.

NOW, THEREFORE, the Parties agree and commit to the following principles, actions, and responsibilities:

1. Recitals. The **foregoing** recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. Term of the MOU. This MOU shall commence on the Effective Date and shall, except as otherwise provided in Section 7 below, remain in effect for the life of the Improvements constituting the Project (the “**Term**”). For the District, this MOU does not become effective until signatures are obtained by all Parties and Board of Education has approved it at an open public meeting.

3. The Project.

3.1 Low and Moderate Income Projects. The approved Project is composed of two air-rights parcels with an aggregate of 135 units (including one manager unit) as follows: (a) an air-rights parcel with 34 units (~26% of total Project units) for Educators and District Employees with household income up to 60% of AMI, and 1 manager’s unit (“**Low Income Project**”), and (b) an air-rights parcel with 100 units (~74% of total Project units) for Educators and District Employees making up to 120% of AMI, and community-serving space intended to be occupied by a nonprofit organization that will provide services to both residents of the Project and the surrounding community (“**Moderate Income Project**”). The Project will also include open space and all other building and design elements as approved by the Planning Department (Site Permit #201912099009).

3.2 Educator and District Employee Priority. The Project shall be a mixed-income, multifamily development for income qualified Educators (first priority) and income qualified District Employees (second priority) (hereinafter, referred to as “Educator and District Employee Priority”), and only then to other income qualified households (including the general public) as permitted by the terms set forth herein and documented in the waiting list as defined herein and established by lottery or other appropriate procedures. Before Operator leases a residential unit to a member of the general public the Operator will seek the prior written consent of the District, which consent will not be unreasonably withheld or delayed. The District can request information from the Developer to inform their consent. The District will provide such written consent within

fifteen (15) days, and failure by District to respond within such 15 days of a request for consent shall be deemed consent.

4. Project Implementation. MOHCD and District will collaborate on adopting any policies and/or procedures needed to successfully operate the Project for Educators and District Employees, consistent with the Ground Leases, this MOU and the recorded Declaration of Restrictions.

4.1 Resident Selection Criteria and Marketing Plan. In consultation with and subject to approval by the District (which shall not unreasonably be withheld), MOHCD will incorporate policies and procedures that meet the stated policy goals in Recitals A, B and C of this MOU and Exhibit C attached and incorporated herein, and terms of the Ground Leases into MOHCD's forms for Resident Selection Criteria, Marketing Plan, and the MOHCD Loan Agreements. The Parties will collaborate to develop eligibility and occupancy requirements for Educators, District Employees, and (subject to Section 3) other potential tenant households that comply with all applicable laws and regulations by commencement of marketing activities. The Parties intend that the Educator and District Employee occupancy restrictions, as outlined in Exhibit C, will be enforceable and consistent with local law. MOHCD shall review and provide comments on the Developer's Resident Selection Criteria and Marketing Plan prior to execution of the MOHCD Loan Agreement. The form of Resident Selection Criteria and Marketing Plan is attached hereto and incorporated herein to this MOU as Exhibit B and Exhibit A, respectively. The Developer will obtain the District's prior written approval of the Developer's Resident Selection Criteria and Marketing Plan related to Educators and District Employees prior to submitting to the MOHCD for final approval and prior to implementing such Resident Selection Criteria or Marketing Plan and commencement of marketing activities. The District will provide such written consent within twenty (20) days, and further failure by District to respond within ten (10) days of a request for consent prominently labeled "Second Request—Immediate Attention Required," shall be deemed consent.

4.2 Marketing. During the lease up of the Project and filling vacancies thereafter, a single marketing process will be made available to all potential applicants (including any Educators and District Employees), in addition to the targeted marketing to Educators and District Employees as set forth herein, provided that (i) the Parties shall commence targeted marketing and outreach to Educators and District Employments shortly after close of construction financing for the Project and continuously thereafter during the Term of the Ground Leases, and (ii) for the lease up, MOHCD and the Operator shall accept early applications and conduct an early lottery only for Educators and District Employees prior to any open application and lottery period to the general public, as further described in Section 5.2(d) and as set forth in the Marketing Plan.

4.3 Targeted Marketing to Educators and District Employees. In addition to the commitments by the District under Section 5.1(g) and MOHCD under Section 5.2(d), the Parties agree to engage in a targeted marketing campaign to Educators and District Employees to implement the Marketing Plan. District and MOHCD will use all available methods and tools of communication to conduct effective outreach to Educators and District Employees. The Parties agree to work with Developer to undertake a targeted marketing campaign, including, but not

limited to, information sessions for Educators and District Employees, mass email distributions to all District employees, and information materials as part of regular correspondence with District employees. The Parties agree to work with the Developer to lease available residential units to Educators and District Employees, provided that the District understands and agrees that the Developer will be required to lease all residential units prior to any tax credit financing deadlines associated with the Low-Income Project and prior to the maturity date of its construction loan (approximately 3 years) regardless of the number of residential units leased by Educators and District Employees. Subject to the requirements under Section 3.2, the Parties agree that a residential unit will no longer be available to an Educator or District Employee once a member of a general public has accepted an offer for a residential unit and until the member of the general public vacates such residential unit. The Parties agree to work with Developer to market and lease residential units to an Educator or District Employee after a member of the general public has vacated a residential unit and in accordance with the waiting list.

4.4 Good Cause Eviction. MOHCD and District agree that, in order to evict any residential tenant of the Project, the Tenant and Operator must comply with any applicable State law regarding evictions. MOHCD and District further agree that any residential tenant of the Low-Income Project cannot, for so long as the Low-Income Project remains subject to tax credit requirements, be forced to vacate their residential unit in the Project unless the Tenant and Operator has complied with the Internal Revenue Code and TCAC Regulations, including without limitation the tax credit “good cause” eviction requirements. However, for both the Low-Income Project and Moderate-Income Project and at all times, the next available unit will always be filled according to the Resident Selection Criteria, including first priority to Educators and second priority to District Employees and in accordance with the waiting list. Additionally, MOHCD will require Tenant and Operator to include language substantially similar to that contained on Exhibit C hereto in all marketing materials and leases for residential units in the Project, and require Tenant and Operator to enforce those provisions as part of MOHCD’s monitoring role.

4.5 The provisions of Exhibit C shall survive any termination of this MOU for the entire term of the Ground Leases, unless otherwise agreed in writing by the District.

5. Roles and Responsibilities.

5.1 District.

(a) Assistance to MOHCD. District agrees to work collaboratively with MOHCD, Developer, and the Operator to maintain the Project at the Site by facilitating the following:

- (i) Periodic meetings for the Project when District’s participation is critical.
- (ii) Necessary public meetings and community outreach for public participation when necessary.

(iii) Provision of data during the predevelopment period, marketing, lease up and operations of the Project, as needed.

(b) Assist with Negotiations. As needed, District will assist MOHCD in negotiating the business terms and conditions to be included in the necessary transaction documents for implementing the Project.

(c) TCAC Coordination. In consultation with MOHCD, District will coordinate with the TCAC regarding any Low-Income Developer default under the Low-Income Project Ground Lease, including any failure by the Low-Income Developer to comply with the TCAC Regulatory Agreement or TCAC Lease Rider Agreement (“Lease Rider”). In the event of a Low-Income Developer default, as a “senior lender” under the Lease Rider, MOHCD will exercise its rights or remedies under the Low-Income Loan Agreement in order to effectuate a cure of such default in order to avoid to need for and prior to any enforcement action by TCAC. In the event TCAC is required to enforce its rights or remedies under the Lease Rider or the Low-Income Project Regulatory Agreement, District will facilitate TCAC’s enforcement consistent with the terms of the Low-Income Project Ground Lease.

(d) District Consent. District will timely review and will not unreasonably withhold consent, subject applicable requirements for Board approval/ratification if applicable, to Transfers, Loans, execute TCAC riders and take other actions to support lease financing consistent with the Ground Leases.

(e) Administration and Enforcement of Ground Leases. District will monitor, administer and enforce the terms of the Ground Leases, except as delegated to MOHCD under this MOU regarding the financing and construction of the Project and regulation of the residential units. District will provide proper notification to MOHCD of its administration and enforcement of the Ground Leases, including notices relating to performance, notice of a potential default, or notices received from the Tenant regarding potential transfer or change of management relating to any element of the Project.

(f) Cure of Default District will review and will not unreasonably withhold acceptance of MOHCD’s satisfactory cure of any monetary or non-monetary default under the Ground Leases by Tenant.

(g) Marketing Assistance and Plan Approval. During the Term of the Ground Leases, District shall continuously market the Project to all Educators and District Employees as the Project’s purpose is to provide housing for Educators or District Employees. District will participate in and assist with targeted marketing to Educators and District Employees commencing on the close of construction financing for the Project, until the Project has been fully leased, and during any marketing and lease-up of the Project, and any subsequent lotteries, in accordance with the detailed schedule included in Section VIII of the Marketing and Tenant Selection Plan. At a minimum, District agrees to send at least two District branded correspondences prior to the launch of the project on DAHLIA to all Educators and District Employees to support the marketing effort

and ensure all eligible Educators and District Employees are informed of the opportunity through multiple channels. District also agrees to assist Tenant and MOHCD coordinate information sessions, workshops, counseling, or any other targeted marketing approaches to Educators and District Employees. The correspondences will indicate each employee's eligibility for the priority for Educators (e.g. Tier 1 or Tier 2) based on the employee's job classification. District will provide drafts of the correspondence to MOHCD for review and approval, which shall not be unreasonably withheld. District will timely review, comment, and approve marketing plans and residential selection criteria. Failure by District to respond within twenty (20) days of a request for approval, and further failure by District to respond within ten (10) days of a request for consent prominently labeled "Second Request—Immediate Attention Required," shall be deemed approval. Prior to MOHCD's approval of marketing plans and resident selection criteria, the District will provide written acknowledgement that those documents are in accordance with the Ground Leases, this MOU and the recorded Declaration of Restrictions.

(h) Preferences and Lottery Manual. District agrees that the Project will be subject to MOHCD's Housing Preferences and Lottery Procedures Manual, as amended from time and as long as the lottery procedures are consistent with this MOU and the principles outlined in Exhibit C. The District understands that the Project will be subject to the City's affordable housing preferences under San Francisco Administrative Code Chapter 47, as amended from time to time, provided that MOHCD agrees that the Educator and District Employee Priority will be implemented to comply with Administrative Code Chapter 47. MOHCD believes the Educator and District Employee priority is enforceable under and consistent with Chapter 47.

(i) Regulatory Frameworks. District will work with MOHCD to establish the appropriate procedures and implementing documents, such as (1) applicant eligibility (including the TCAC Compliance Manual for portion(s) of the Project subject to the TCAC Lease Rider) and marketing and lease addendum for non-TCAC units, (2) lottery, preferences, and any specific policies and procedures for Educators and District Employees, including any lottery procedures related to the priority for Educators and District Employees (to be drafted as part of Section 4 above) by the time of the MOHCD loan closing. District will be responsible for providing the Tenant and MOHCD with sufficient information to implement the priority for Educators and District Employees at the Project, including but not limited to sharing of applicant information between and among District, the Tenant and MOHCD for the purposes of validating applicants' eligibility for the priority for Educators.

(j) Tenant Adherence. As needed, District will require Tenant to adhere to all TCAC requirements, including the reviews and determinations of applicant eligibility and appeals.

5.2 MOHCD

(a) Consultation with District. MOHCD will collaborate with District regarding: 1) Ongoing lease-up and marketing plans and materials; and 2) all regulatory requirements applicable to operating this Site as affordable Educator Housing.

(b) MOHCD Loan. MOHCD will provide an aggregate loan of up to \$48,200,000.00 for construction and permanent financing of the Project, subject to approval through a resolution by the City's Board of Supervisors and Mayor. MOHCD will submit the Loan Agreements and related documents to the City's Board of Supervisors for approval in a timely manner with an anticipated construction finance closing in August 2022.

(c) Responsibilities related to Project Financial Feasibility and Management.
MOHCD will do the following:

(i) During the construction period of the Project, monitor Developer's construction of the Project in accordance with the MOHCD Loan Agreements, including approval of change orders, provided that MOHCD will obtain the District's approval of any change order that relates to the Project's unit mix or other design features previously approved by the District. MOHCD to provide quarterly reports to the District regarding construction progress;

(ii) Collaborate with the Tenant and Operator to determine the ongoing financial health of the Project, and periodic review of the capital budget for the Project;

(iii) Provide necessary oversight, as the lead agency, of the operation phase of the Project including any future recapitalization phases necessary to ensure the Project is maintained in a high quality manner;

(iv) Collaborate on the ongoing development or refinement of thoughtful policies and procedures for the Marketing Plan, Resident Selection Criteria, or other Educator and district employee housing program (as referenced in Section 4), including providing implementation oversight and monitoring during operations of the Project;

(v) Review requests by Developer for refinancing any debt, resyndication of tax credits, and/or rehabilitation of the Improvements, pre-approve lenders and assist District in negotiating, reviewing and approving mortgages, and other financing related to the Project and other affordable housing, consistent with the lottery priority given to Educator and District Employee set forth herein, in the Ground Leases, and any other Project document;

(vi) Assist Developer with its applications to the TCAC and the California Debt Limitation Allocation Committee for refinancing of the Low-Income Project and (if applicable) Moderate Income Project and provide necessary letters of support or other such required documents; and

(vii) Following the close of the low-income housing tax credit compliance period, and if the Tenant elects to reposition the Low-Income Project or transfer any part of its interest in the Low-Income Project that will impact its leasehold interest under the Low-Income Ground Lease, inform the District of such plan and advise the District on the financial implications to the Low-Income Project and (if applicable) Project as a whole.

(d) Marketing and Lottery. MOHCD will provide ongoing services related to the marketing, lottery and lease up of the Project as follows:

(i) MOHCD will review and approve the Marketing Plan and Resident Selection Criteria for ongoing leasing of the residential units and conduct marketing activities in accordance with this MOU, Marketing Plan, Resident Selection Criteria, and any policies and procedures developed, as amended from time to time. MOHCD will facilitate and assist District and Developer with targeted marketing to Educators and District Employees during any marketing and lease up of the Project.

(ii) MOHCD will facilitate and monitor the marketing and lease up process including coordinating with the Operator's leasing agents; train leasing agents on DAHLIA San Francisco Housing Portal and the use of DAHLIA's Leasing Agent Portal; and ensure compliance with approved Marketing Plans and resident selection criteria and other related regulatory documents as applicable.

(iii) MOHCD will conduct housing lotteries and manage the implementation of affordable housing lottery preferences in accordance with the MOHCD Loan Documents, specifically the Resident Selection Criteria and Marketing Plan.

(1) Lease-Up Lottery: Commencing after close of construction financing for the Project and prior to the expanded marketing and expanded lease-up lottery process described below, applications accepted through DAHLIA shall be limited to Educators and District Employees. At the end of the early application deadline as set forth in Section 4.2 and in the Marketing Plan, MOHCD will conduct an initial lottery through DAHLIA of the applications received from Educators and District Employees and apply the Educator and District Employee Priority, and the overlay of the City's Housing Preferences to the lottery results, to create an "initial waiting list" which will be provided to Operator. Operator shall use the initial waiting list to commence the lease up process for the Project.

(2) Expanded Lease-Up Lottery: After completion of the lease up lottery by MOHCD described above, the marketing and application process will continue as set forth in the Marketing Plan. The Parties anticipate this expanded marketing and lottery process will commence no less than five (5) months prior to the anticipated date the Project will receive its temporary certificate of occupancy. During this continued marketing and application process, which must include additional targeted marketing for Educators and District Employees, applications through DAHLIA will be open to all potential applicants. At the completion of the continued marketing and application process, MOHCD will conduct an expanded lottery through DAHLIA of the applications received during the continued marketing process. MOHCD will apply the Educator and District Employee Priority, and the overlay of City's Housing Preferences to the results of this expanded lottery. The results of the expanded lottery, with the preference order, will be provided to Operator and will be added to the end of the initial waiting list to create an "updated waiting list" used to complete the lease up process for the Project. At the completion of the lease up process for the Project, the existing combined waiting list will be purged and will no longer be applicable.

(3) Post Lease-Up Lottery: Prior to the waiting list being purged as set forth above, Operator will notify MOHCD and District when Operator determines that it is 60 days from completion of lease up. MOHCD and District will commence marketing for the Post Lease Up Lottery in accordance with the Marketing Plan to create a new waiting list for future vacancies at the Project. This marketing process shall include targeted marketing for Educators and District Employees. At the completion of this marketing process, MOHCD shall conduct a post lease-up lottery through DAHLIA of the applications received during this marketing process. MOHCD will apply the Educator and District Employee Priority, and overlay of the applicable City Housing Preferences to the results of this post lease-up lottery. The top 200 results of the post lease-up lottery, with the tiered groups and corresponding City Housing Preference order, will be provided to Operator to create a “waiting list” used for filling post lease up vacancies for the Project

(4) Additional Lotteries: At the earlier of either exhaustion of the existing waiting list in Section 5.2(d)(iii)(3), or determination by the Operator that there is a need to add additional applicants to the waiting list, the Operator will submit a written request to MOHCD and the District for consent to commence a further marketing effort to add applicants to the waiting list pursuant to a marketing and application process set forth by the Operator with a written request to be approved by MOHCD and the District set forth herein. MOHCD and the District will review and approve the request for additional marketing and application process and the proposed marketing and application process within twenty (20) days of receipt of such request and process. Failure by MOHCD and/or District to respond within twenty (20) days of such a request and process, and further failure by MOHCD and/or District to respond within ten (10) days of request for consent prominently labeled “Second Request—Immediate Attention Required,” shall be deemed approval of the request and process by that entity. Once approval of such a request and process is provided, MOHCD and the Operator shall conduct a new marketing process, including targeted marketing for Educators and District Employees, through DAHLIA open to all potential applicants to add to the waiting list for post lease up vacancies at the Project. This marketing process will be conducted for a period of time in accordance with the marketing and application process presented by Operator and agreed to by MOHCD and the District. At the completion of this marketing application deadline as set forth in the Marketing Plan, MOHCD shall conduct a lottery through DAHLIA of the applications received during this marketing process. MOHCD will apply the Educator and District Employee Priority, and the applicable City Housing Preferences to the results of these additional lotteries. The top 200 results (“Cap”) of the additional lotteries, with the tiered groups and corresponding City Housing Preference order, will be provided to Operator and will be added to the end of the “waiting list” used for filling post lease up vacancies for the Project. For the additional lotteries post lease-up, the Operator may request an increase in the Cap (more than the top 200 results) for a specific additional lottery if Operator determines the Cap will not provide a sufficient number of applicants for each of the unit types and sizes available within the Project. If Operator desires to increase the Cap for a specific additional lottery, Operator will submit a written request for an increase in the Cap for that lottery in the written request to MOHCD and the District regarding the additional marketing process and lottery. Operator will provide the basis for its determination that the Cap will not provide a sufficient number of applicants. If approved by MOHCD and the District, any increase in the Cap

for a specific additional lottery will be disclosed in all marketing materials for that specific additional lottery. In the event the procedures in this Section 5.2(d)(iii) do not result in the purpose of providing housing for District Educators and Employees (i.e. substantial occupancy by District Educators and Employees), then MOHCD, the District and Operator shall reevaluate these procedures, and if necessary shall agree on changes to these procedures. Such changes could (subject to good faith negotiation and applicable law) include, among others, changing the Cap number or establishing a fixed term for waiting lists. Provided such changes comply with applicable law, Operator shall implement them.

(e) MOHCD will provide ongoing monitoring and enforcement of the Project as follows:

(i) MOHCD will monitor Operator's compliance with tenant eligibility, rent restrictions, and any other housing related requirements under the Operator's funding sources. MOHCD will prepare or cause Operator to prepare regular occupancy reports for District, in a form reasonably acceptable to District, at least two times annually.

(ii) MOHCD will obtain annual monitoring reports of the residential component, including tenant income certifications.

(iii) As needed, MOHCD will conduct on-site inspection of the residential component in coordination with the Tenant, the Operator, and District. MOHCD will provide reasonable notice to the Tenant, Operator, and the residential occupants as required by law.

(iv) MOHCD will enforce the affordable housing obligations or covenants under the Ground Leases and Loan Agreements in consultation with District and make recommendations for District enforcement actions when needed. MOHCD will provide proper notification to District of MOHCD's administration and enforcement of any loan agreements, including notices relating to performance, notice of a potential default, or notices received from the Tenant regarding potential transfer or change of management relating to any element of the Project.

(v) At its discretion, MOHCD will cure any monetary or non- monetary default by Tenant under the Ground Leases, including the payment of taxes.

(vi) MOHCD will help resolve issues relating to affordable housing operation and management, including management performance.

6. Financial Considerations.

6.1 Requirements of District and MOHCD. Each Party will ensure that all applicable City, MOHCD, and District requirements regarding contracts and contract procurements, leasing, and provisions of services shall be made applicable on case-by-case basis to the Tenant and its assigns, representatives, and agents.

6.2 Staff Time and Costs. Except as set forth in Section 6.3 below, each Party will pay the costs of its own staff time and the costs of any consultants, including attorneys. The Parties acknowledge that the Loan Agreements and the Ground Leases may provide for reimbursement of certain costs by Low Income Developer and Moderate-Income Developer, respectively.

6.3 MOHCD's Asset Management Costs. To recover MOHCD's costs for asset management of the Project, District will require Moderate Income Tenant to pay an annual base rent of \$15,001.00 under the Moderate-Income Ground Lease and pay such \$15,000.00 to MOHCD after receipt of base rent from Moderate Income Tenant.

7. Early Termination.

7.1 Voluntary Termination. After completion of Project construction, either party may terminate this MOU for any reason or no reason whatsoever by giving written notice of termination to the other party not less than 12 months before the termination date specified in the notice.

7.2 Consequences of Termination. In the event of any termination of this MOU under this Section 7, District shall perform obligations under the Lease previously performed (or required to be performed) by MOHCD under this MOU, and each party shall have all rights and remedies otherwise available under all agreements relating to the Project or at law. Furthermore, notwithstanding any termination of this MOU, the provisions of Exhibit C will apply to the Project for the entire term of the Ground Leases, except as otherwise expressly agreed in writing by, District.

8. Notices. Any notice given under this MOU from MOHCD to District or vice versa, must be in writing delivered in person; and by any of the Agents by commercial courier, or by registered, certified mail or express mail, return receipt requested, with postage prepaid, to the mailing addresses below. All notices under this MOU will be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Any mailing address or telephone or facsimile number may be changed at any time by giving written notice of the change in the manner provided above at least 10 days before the effective date of the change.

For the convenience of the parties, copies of notices may also be given by email to the email address given below, by facsimile to the telephone number listed below, or other numbers as may be provided from time to time, but email, telephonic or facsimile notice will not be binding on either party. The effective time of a notice will not be affected by the receipt of the original or facsimile copy of the notice.

District: San Francisco Unified School District
555 Franklin Street
San Francisco, CA 94102
Attn: Chief of Facilities
Telephone: (415) 241-6121
Facsimile: (415) 241-6371

*Please provide a copy of any notice to the District's Legal Department

555 Franklin Street, Third Floor
San Francisco, CA 94102
Telephone: (415) 241-6054
Facsimile: (415) 241-6371

MOHCD: Mayor's Office of Housing and Community
Development
One Van Ness Avenue, Fifth Floor,
San Francisco, CA 94103
Attn: Director
Telephone: (415) 701-5515
Facsimile: (415) 701-5501

9. Miscellaneous Provisions.

9.1 Amendments. District, through its Board of Education, and MOHCD reserve the right to amend this MOU by mutual consent. It is mutually understood and agreed that no amendment, modification, alteration or variation of the terms of this MOU shall be valid unless in writing and signed and acknowledged and approved by both parties. This MOU constitutes the entire agreement of the parties and no oral understandings or agreement not incorporated herein shall be binding on either party. This MOU supersedes prior written materials used by the Parties in negotiating this MOU.

9.2 Severability. Except as otherwise specifically provided in this MOU, a judgment or court order invalidating any provision of this MOU, or its application to any person, will not affect any other provision of this MOU or its application to any other entity or person or circumstance, and the remaining portions of this MOU will continue in full force and effect, unless enforcement of this MOU as invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purposes of this MOU.

9.3 Time is of the Essence. Time is of the essence of each provision of this MOU, including performance under the **Project Schedule and Benchmarks**.

9.4 Ancillary Documents. District's Superintendent, or his or her designee, is authorized to execute or sign on behalf of District any ancillary documents or entitlement

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District-MOHCD Memorandum of Understanding
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application that are necessary or proper to achieve the purposes and objectives of this MOU, subject to applicable requirements that contracts be approved/ratified by the Board of Education.

10. List of Exhibits. The following exhibits are attached and by this reference incorporated into this MOU as if fully set forth above:

- Exhibit A: Form of Marketing Plan
- Exhibit B: Form of Resident Selection Criteria
- Exhibit C: Principles for Employment Based Housing

[Signatures on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day, month, and year first above written

CITY:

City and County of San Francisco, a municipal corporation, represented by the Mayor, acting by and through the Mayor’s Office of Housing and Community Development

District:

San Francisco Unified School District, a California public school district

Eric D. Shaw
Director

Dr. Vincent Matthews
Superintendent

Approved as to form:

DAVID CHIU,
City Attorney

Approved as to form:

By: _____
Susanne Starecki Kim
Sr. Deputy General Counsel

By: _____
Keith Nagayama
Deputy City Attorney

Exhibit A
Form of Marketing Plan

**City and County of San Francisco
Mayor's Office of Housing and Community Development (MOHCD)**

Marketing and Tenant Selection Plan for Initial Rental Units

This marketing and tenant selection plan is subject to City review within 15 business days from the date it is received and complete. **Please set all advertising dates in this plan so that no date commences sooner than 45 calendar days from the date of your plan submission.**

Please complete and return this form as a "Word" document so that our office may track changes directly onto the document. The approval process typically involves a back-and-forth process between MOHCD and the developer's representative. Please do not submit incomplete plans. This marketing and tenant selection plan may be updated from time to time at the discretion of MOHCD.

I. General Information

Our goal is to ensure that all applicants are screened using consistently applied, fair criteria, to provide a desirable, well-maintained and affordable place to live for an economically, racially, and ethnically integrated resident population, while complying with the provisions of any federal, state, or local law prohibiting discrimination in housing on the basis of race, religion, sex, color, family status, disability status, national origin, marital status, ancestry, gender identity or sexual orientation, source of income, or HIV/AIDS status.

In order to inform the public, owners, and prospective tenants about federal fair housing laws and affirmative fair marketing procedures per the MOHCD Loan Agreement, we will include the Equal Housing Opportunity logotype and/or slogan, and a logotype indicating accessibility to the disabled, in all press releases, solicitations, and program information materials.

Today's Date	XX/XX/2023
Proposed Marketing Launch Date (Must be no sooner than 45 days from the date of first marketing plan submission)	TBD
Name of Building	Shirley Chisholm Village
Property Address (Street address used for marketing and mailing to new renters)	1360 43 rd Avenue San Francisco, CA 94122
Property Address as Stated in Planning Approval	1351 42 nd Avenue San Francisco, CA 94122

Planning Motion Number	Planning Record No. 2018-015768PRJ
Loan Agreement Name & Date	<i>If multiple MOHCD/OCII loan agreements, list all agreement names and dates.</i> TBD
Name of City and Co. of SF Planner	Jeffrey Horn

The following developer contact information for is for internal use only.

Name of Developer	MidPen Housing Corporation ("MidPen") Michelle Kim
Developer Address	303 Vintage Park Drive, Suite 250, Foster City, CA 94404
Developer Phone	650-356-2982
Developer Email	mkim@midpen-housing.org

Name of Marketing Company	MidPen Housing Corporation
Marketing Agent	TBD
Marketing Agent Address	303 Vintage Park Drive, Suite 250, Foster City, CA 94404
Marketing Agent Phone	TBD
Marketing Agent Email	TBD

Date of Building Permit Issuance	Addendum 1 and 2 – June 9, 2022
Expected Construction Completion Date	08/01/2024
Expected Issuance Date of Temporary Certificate of Occupancy	08/01/2024
Expected Issuance Date of Final Certificate of Occupancy	09/1/2024
Actual Issuance Date of Temporary	TBD

Certificate of Occupancy	
Actual Issuance Date of Final Certificate of Occupancy	TBD
Date on which you expect units can be occupied	08/14/2024

List all Sources of Government Financing for the Project (e.g. CDLAC, TCAC, HUD Loan, Infill Grant, etc.)	<p>TCAC - 9% Tax Credits for tax credit project which includes 34 tax credit units and 1 manager's unit</p> <p>MOHCD Funding – Tax credit project and moderate-income project are financed with MOHCD funds.</p>
-----------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If there is a source of government financing, how long and at what % Area Median Income must your units be restricted as rental units under this financing?	<p>Tax Credit Project – 35 units (including 34 restricted units and 1 manager's unit)</p> <p>TCAC – 55-year restriction. Units are expected to be restricted for 55 years from TCO.</p> <p>MOHCD Funding – 99-year restriction. Units are expected to be restricted for 99 years from TCO.</p>
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<u>LOTTERY/</u>	No. of Units	MOHCD	TCAC
Studio	2	40% MOHCD AMI	30% TCAC AMI
1 BR	2	40% MOHCD AMI	40% TCAC AMI
2 BR	2	40% MOHCD AMI	30% TCAC AMI
3 BR	2	40% MOHCD AMI	40% TCAC AMI
Studio	4	50% MOHCD AM	30% TCAC AMI
1 BR	4	50% MOHCD AMI	40% TCAC AMI
2 BR	2	50% MOHCD AMI	50% TCAC AMI
3 BR	2	50% MOHCD AMI	30% TCAC AMI
2 BR	9	60% MOHCD AMI	40% TCAC AMI
3 BR	5	60% MOHCD AMI	50% TCAC AMI
Sub-Total	34		
STAFF			
2 BR	1		

Moderate -Income Project – 100 units			
MOHCD Funding – 99-year restriction. Units are expected to be restricted for 99 years from TCO.			
<u>LOTTERY/</u>	No. of Units	MOHCD	
Studio	6		80% MOHCD AMI
1 BR	12		80% MOHCD AMI
2 BR	15		80% MOHCD AMI
Studio	6		100% MOHCD AMI
1 BR	13		100% MOHCD AMI
2 BR	15		100% MOHCD AMI
Studio	6		120% MOHCD AMI
1 BR	12		120% MOHCD AMI
2 BR	15		120% MOHCD AMI
Sub-Total	100		

II. Overall Building Composition

Total # Units in Building (including affordable)	135
Number of Residential Floors in the Building	5
Number of Commercial Floors in the Building	0

III. Market Rate Units (if applicable)

These 100 units at Shirley Chisholm Village are moderate income units, not tax credit units, and while these units serve higher income households, the units will be restricted by MOHCD's regulatory agreement and rents will be below market.

Unit Type	Total #	Rent Range of Market Rate Units
SRO		
Studio		
Jr. 1 Bedroom		
1 Bedroom		
1+ Bedroom		
2 Bedroom		
2+ Bedroom		
3 Bedroom		

3+ Bedroom		
4 Bedroom		
Other		

IV. Affordable Units

Total # of affordable units in building	134
Total # of manager/staff units <i>(if applicable)</i>	1
Total # of lottery units	134

Attach the excel template named "DAHLIA-Unit Table" containing detailed information about the units

V. Renter Qualifications

MidPen understands that it is our responsibility to read and understand the rules of the Regulatory Agreement(s) for this development as well as the marketing and outreach policies set forth by the City and County of San Francisco Mayor's Office of Housing and Community Development.

MidPen must attach a resident selection criteria document for MOHCD's review in addition to completing the section below. The resident selection criteria must also specify any preferences or program-specific resident selection criteria applicable to the project, such as lottery preferences, and/or Access Point referrals from the Department of Homelessness and Supportive Housing (HSH), Local Operating Subsidy Program units, etc. The resident selection criteria must also incorporate references to the Fair Chance Ordinance and how criminal background checks will not be used until after all other qualifications have been reviewed. The resident selection criteria should also include the following information as applicable:

1) Applicant Eligibility Criteria

All applicants must qualify based upon:

- Commitment to use the unit as the principal residence.
- Commitment to participate in rental restrictions and compliance recertification.
- The household's annual income must not exceed the applicable income limit for the community as established by the LIHTC regulations if applicable. Current income limits are on Exhibit C in the attached Resident Selection Criteria. Additionally, applicant households must meet the minimum income requirements set at two (2) times the rent for the unit. Minimum income is not applicable to applicants with a Section 8 voucher from the Housing Authority.
- The head of household must be 18 years of age or older or legally emancipated.
- Below are the occupancy standards:

<u>UNIT SIZE</u>	<u>MINIMUM HOUSEHOLD SIZE</u>	<u>MAXIMUM HOUSEHOLD SIZE</u>
<u>0 Bedroom</u>	<u>1 person</u>	<u>2 persons</u>
<u>1 Bedroom</u>	<u>1 person</u>	<u>3 persons</u>
<u>2 bedroom</u>	<u>2 persons</u>	<u>5 persons</u>
<u>3 bedroom</u>	<u>4 persons</u>	<u>7 persons</u>

2) Occupancy Preferences

Insert, project-specific preference chart, per the project’s MOHCD Loan Documents and/or Ground Lease, and MOHCD MOU:

Prospective Applicants:

- Tier 1 – SFUSD Educators - Teachers and Paraeducators
- Tier 2 – Other SFUSD Employees
- Tier 3 - General Public with Applicable City Preference
- Tier 4 - General Public without Applicable City Preference

Applicable City Preferences, Chapter 47 of San Francisco Administrative Code):

- Certificate of Occupancy Preference (COP)
- Displaced Tenant Housing Preference (DTHP)
- Neighborhood Resident Preference (NRHP)
- Live or Work Preference in San Francisco (Live/Work)

	Certificate of Occupancy Preference (COP)	Displaced Tenant Housing Preference (DTHP)	Neighborhood Resident Preference (NRHP)	Live or Work
Tier 1	COP+SFUSD Educators	DTHP+SFUSD Educators	NRHP+SFUSD Educators	SFUSD Educators
Tier 2	COP+SFUSD Employee	DTHP+SFUSD Employee	NRHP+SFUSD Employee	SFUSD Employee
Tier 3	COP	DTHP	NRHP	Live/Work
Tier 4				

For more information about the lottery process and housing preferences, please refer to the MOHCD Housing Preferences and Lottery Procedures Manual.

3) Basis of Disqualification for Lottery Winners

Please list the reasons for which a household could be disqualified. Please note that you must abide by Article 49 of the San Francisco Police Code (Fair Chance Ordinance): <http://sf-hrc.org/fair-chance-ordinance>.

Please complete with each ground for disqualification. Be specific.

Ability to pay rent standard – Applicant households must meet the minimum income requirements set at two (2) times the rent for the unit. Minimum income is not applicable to applicants with a Section 8 voucher from the Housing Authority.

Credit Standard (*Please describe in detail what scoring model, credit bureau(s), scoring schedule to determine approvals, denials, and conditional approvals, etc...--credit may only be ran after income qualification*) – This property evaluates each person applying to live at its community with a credit-risk scoring system that is provided by an independent consumer-reporting agency and consistently applied to all of the applicants. This scoring system uses a statistical model to estimate the credit risk that an applicant may not satisfactorily fulfill their lease obligations. This statistical model was developed from data regarding actual residents and their payment performance of their lease obligation. Prior to final acceptance of each applicant, this property will use this system to provide a numerical score that represents a relative measure of the credit risk associated with that applicant. The acceptance policies include having no more than 35% of past due negative accounts and no more than \$2,500 maximum balance of unpaid collections (including past due accounts). Bankruptcies are permitted if they have been cleared. Each applicant's credit-risk score will be compared to the acceptance policies to determine whether or not the applicant may be accepted. If the application is denied based on the credit-risk score, the applicant will be advised what factors most adversely affected the score and the applicant will be given the name, address, and telephone number of the consumer reporting agency that provided the credit-risk score to this property. An applicant who is denied based on their credit-risk score may obtain a copy of the consumer report(s) on which the credit-risk score was based, and may initiate an investigation to have any erroneous information contained in such reports corrected. The consumer-reporting agency will advise the applicant of the actions that they may take in order to do so. Available units will not be held open during any such investigation by the applicant. The absence of credit history by itself will not be reason to deny an applicant household.

Rental History Standard – Applicants must have an acceptable landlord history that demonstrates a history of cooperation with management regarding house rules and regulations; abiding by lease terms; and care of property. Landlord history must show that the applicants' conduct in present or prior housing has been such that the admission to the property would not negatively affect the health, safety, or welfare of other residents, or the physical environment, or financial stability of the property.

Landlord history must include a minimum of two (2) years rental history from a minimum of two landlord references. One (1) reference from the applicant's current landlord will be accepted from applicants who have resided in one location for two (2) or more years.

If the applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicants' misrepresentation of information.

The absence of previous rental history by itself will not be reason to deny an applicant household.

Criminal History Standard – Please refer to Resident Selection Criteria for more information.

Maximum Household Size Standard – The occupancy standard is the minimum and maximum number of household members that may reside in a specific size unit. When counting household members, every member listed on the application, TIC, or lease is counted including all full-time members, persons temporarily absent from the unit, children anticipated to live with the family, children away at school, live-in aides, foster children and foster adults. In the event an applicant household member, or someone associated with that household, has a physical or mental disability, which requires a variance from these occupancy standards, the applicant should make a request for accommodation which may be granted if it does not create an undue financial and administrative burden or create a fundamental change to the nature of the property. As with all accommodation requests, whether the request is reasonable will be evaluated on a case-by-case basis. See above for the minimum and maximum occupancy standards.

Other - Interference/Fraud - Any applicant whose conduct interferes with, hinders, delays, obstructs or otherwise prevents the application process from being completed may be denied. Any information provided by the applicant that is later proven to be untrue by verification may be used to disqualify the applicant for admission on the basis of attempted fraud. Fraud is defined as an applicant or resident knowingly providing inaccurate or incomplete information. Please refer to Resident Selection Criteria for more information.

4) Mitigating Circumstances

Please describe your mitigating circumstances policy and procedures.

In the event an applicant fails to meet one or more of the Resident Selection Criteria and the application is rejected, Property may consider admitting the applicant and approving the application through consideration of mitigating circumstances or by applying reasonable accommodations if requested by applicant. During the consideration meeting an applicant will then have the opportunity to explain why their negative background problem occurred and what has changed so that similar incidents will not recur. Decisions will be based on committee's assessment of applicant's capacity to comply with the lease and considerations outlined in section 7 of Exhibit H.

Mitigating circumstances are verifiable facts that would overcome or outweigh information gathered in the resident selection process. The verifier must corroborate the reason(s) given by the applicant for the disqualifying circumstances, and indicate that the prospect for lease compliance in the future is good because the reason for his/her disqualifying circumstances is either no longer in effect or otherwise controlled.

5) Reasonable Accommodations

Please include instructions on filing a Request for a Reasonable Accommodation; guidelines for considering and evaluating a Request for Reasonable Accommodation, and the appeal process. This community is committed to making the apartment community readily accessible and usable by individuals with disabilities. Property will consider any request by or on behalf of a disabled resident or applicant for:

- a) A reasonable accommodation requesting a change in its rules and/or policies; or
 - b) A reasonable modification relating to alteration of the common areas or an individual unit.
- Any such request should be made in writing in conjunction with the Reasonable Accommodation Policy (Exhibit E). Requests should be forwarded to the Section 504 Coordinator located at MidPen Housing Corporation, 303 Vintage Park Drive, Suite #250, Foster City, CA 94404. If it is not possible to make the request in writing, the Property Community Manager will assist the person making the request and provide the necessary information.

6) Grievance Policy

MidPen's Grievance Policy must be available to all applicants. Please review the sample language and list your Grievance Policy below:

SAMPLE GRIEVANCE POLICY:

To be attached.

VI. Marketing Strategy

Advertising

MidPen understands that our affordable units must be advertised over a period of at least three (3) weeks in five (5) local newspapers that outreach to minority and low and moderate-income communities in San Francisco. The marketing must occur for at least the 21 day required marketing period. Ads must appear in the "housing," "real estate" and/or "community" sections of the publications. MidPen understands that we must save copies of our ads and make them available to MOHCD at the culmination of our marketing period.

MidPen will post approximately in the following five (5) local venues throughout a 3-week period at least one time each or every other week per timeline in Section VIII:

Newspaper or publication	Exact Advertisements Dates
<i>Suggestion: Bayview or Sun Reporter (African American audience)</i>	TBD
<i>Suggestion: El Tecalote (Spanish speaking audience)</i>	
<i>Suggestion: Philippine News or Asian Journal (Filipino audience)</i>	
<i>Suggestion: Asian Weekly or Singtao Daily (Chinese audience)</i>	
<i>Suggestion: Bay Area Reporter or SF Bay Times</i>	

<i>Suggestion for Other: Choose a paper that is local to the building</i>	
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MidPen will announce the affordable housing opportunity in approximately 5 of the following non-print electronic media outlets throughout the marketing period.

Social Media and Online Publications	Responsible Party	Exact Advertisement Dates
<i>Suggestion: Facebook, Twitter, Nextdoor, etc.</i>	MidPen	TBD
<i>Suggestion: SF Gate</i>	MidPen	
<i>Suggestion: SFUSD website, OASIS Announcements, SFUSD social media (facebook, Instagram, twitter)</i>	SFUSD	
<i>Suggestion: Craig's List</i>	MidPen	
<i>Other:</i>	TBD	

Optional – MidPen may post in one of the following City-wide Paper for at least 1 weekend on a Saturday or Sunday:

Newspaper or publication	Exact Advertisements Dates
<i>Suggestion: SF Examiner</i>	TBD
<i>Suggestion: SF Chronicle</i>	

All newspaper ads and postings will state income maximums by household size; renter qualifications, including but not limited to the priority for SFUSD educators and District employees and applicable City Housing preferences; project team contact information as the primary contact information; and identify MOHCD as the monitor of the affordable rental program. Ads may refer applicants to the MOHCD website at www.sfmohcd.org but will not list MOHCD telephone numbers or email addresses. A copy of the wording to be used in all advertising will be sent to MOHCD for initial review and copies of all placed ads will be sent to MOHCD upon the completion of the marketing period. All postings will display an "Equal Housing Opportunity" symbol on all marketing materials, advertisements and notices at the rental office:



SAMPLE AD LANGUAGE:

2 one-bedroom Affordable Rental Units available at 333 Birch Street. Rents range from \$800-\$950 per month. Households must earn no more than the maximum income levels below. Includes priority for SFUSD educators and District employees and applicable City Housing preferences.

55% of Area Median Income
 One person - \$49,300; 2 persons - \$56,400; 3 persons - \$63,400; 4 persons - \$70,450; 5 persons - \$76,100

Applications must be received by 5PM on Thursday, December 17, 2020. Apply online through DAHLIA, the SF Housing Portal - DAHLIA at housing.sfgov.org. Due to COVID-19,

applicants will apply online as we are not accepting paper applications. Please contact the Green Company for building information at (415) xxx-xxxx or 333birchaffordable@green.com.

Units available through the San Francisco Mayor's Office of Housing and Community Development and are subject to monitoring and other restrictions. Visit www.sfmohcd.org for program information.



MidPen will use the following ad language when advertising the affordable rental units:

TBD

Building Signage

MidPen will prominently display MOHCD prescribed and approved signage on the construction site of this project. The signage/banner should be no smaller than 5' by 5' and state Affordable Rental Units Available Soon. On the signage/banner or on additional signage/banner, it may include information regarding priorities include SFUSD educators and District employees and applicable City Housing preferences and include a web address and/or telephone number for interested applicants to learn more.

MidPen will use the following building signage language when advertising the affordable rental units:

MOHCD will provide template

Website

MidPen will create a website for the affordable units or create a link for the units on our existing website at www.scv-midpen.com or www.midpen-housing.org.

Board of Supervisors

MidPen will announce the affordable housing opportunity at least twice to the Board of Supervisors District Office where the project is located by providing a copy of the flyer. MidPen will be available to discuss any possible issues related to this project with the District Supervisor, district residents, and the public at large.

Board of Supervisor's Name Supervisor Gordon Mar	Notification Dates, Name of Staff Member Responsible for the Communication and How the Communication Will be Made
	TBD
	TBD

Outreach Materials

MidPen understands that our project must provide (1) a flyer and (2) a COP postcard **as a part of this submission** for the affordable rental units available that includes the following information. *(Please see sample COP postcard and flyer at the end of this document).*

- Reference to the MOHCD Affordable Rental Program
- Reference to the non-profit developer/project sponsor
- Reference to the SFUSD educator and employee Priority and other applicable City Housing Preferences
- All applicable lottery preferences (must appear on flyer only, not COP postcard)
- Maximum and minimum income qualifications
- Rent levels
- Description of units
- Exterior and interior (if available) photo of the development
- Information on how to obtain an application
- Lottery date, time and location
- Fair housing logo
- Equal Opportunity Logo
- MidPen website - www.midpen-housing.org

Outreach to Certificate of Preference Holders

MidPen understands that we are responsible for marketing our affordable rental units to Certificate of Preference (COP) holders. Certificate of Preference holders are primarily households displaced in Redevelopment Project Areas during the 1960's and 1970's, but may also include other persons displaced by Agency action. For more information, applicants may contact 415-701-5613.

MidPen understands that we shall provide **5 x7** postcards for the mailing of an affordable housing announcement to all Certificate of Preference holders. MOHCD shall coordinate the printing and mailing and invoice us for the full cost of printing, the first-class mailing, including postage and labels.

Outreach to Organizations Who Serve People with Disabilities

MidPen will include organizations that serve people with disabilities on our Marketing Outreach List to market our accessible units.

Strategy for Marketing to Residents of the Immediate Neighborhood

MidPen understands we must present a strategy for reaching out to the local community surrounding the building.

Suggestions include posting flyers in local community meeting places, posting the units in local papers, and reaching out to local community groups. This strategy is above and beyond MidPen's ad placements in local or citywide newspapers. At a minimum, list 10 local venues in which you will post your flyer or otherwise distribute your flyer.

Your Strategy for Marketing to Residents of the Immediate Neighborhood Here:

TBD

Strategy for Language Access

MidPen understands we must be able to provide assistance to applicants who may not speak English.

More information about the Language Access Ordinance can be found here: <http://sfgov.org/oceia/language-access-services>. Please list the languages spoken by your staff. Describe how language assistance in Cantonese, Filipino and Spanish will be provided and include your strategy for reviewing applications submitted in these languages (i.e., translation service used, in house assistance available, etc.).

Throughout the marketing period, you must have copies of the SF Housing Resource Guide available in all four languages for applicants who require additional assistance or referrals to housing counseling. The SF Housing Resource Guide is available on our website here: <http://sfmohcd.org/san-francisco-housing-resource-guide>

Please indicate whether you have the capacity to provide this service.

Your Strategy for Providing Language Access:

TBD

VII. Electronic Submission of Application Documentation

You will need to provide a secure electronic method for applicants to submit documents that contain personal identifiable information, such as Dropbox, ShareFile, etc. Please describe the method you will be using and provide the link you will use post lottery. Here is an article about file share options: <https://www.computerworld.com/article/3262636/top-10-file-sharing-options-dropbox-box-google-drive-onedrive-and-more.html>

Your Secure Electronic Submission Method and Link:

TBD

VIII. Application/Selection Process and Timeline

Please complete the following timeline as part of your Marketing Plan.

The dates for receipt of temporary certificate of occupancy and other tasks are expected

dates and are subject to change. The frequency listed below for advertising does not limit frequency of free advertising available.

Timeline of Entire Process

Task Name	Date
Initial Draft Submittal of Marketing Plan to MOHCD	03/21/2022
MOHCD to coordinate and train leasing agents on DAHLIA	<i>No more than 12 months before anticipated receipt of TCO</i>
Marketing Plan Approved by MOHCD	<i>12 months before anticipated receipt of TCO</i>
Copy of Advertisements submitted to required newspapers so can be included in next circulation	<i>One week before marketing start period</i>
Marketing Start Date (advertising with one paid ad per publication every other month until last 21 days of marketing period at which point one paid ad per publication per week)	<i>11 months before anticipated receipt of TCO</i>
Posting on DAHLIA to include Early Application Deadline for SFUSD Educators and District Employees and Application Deadline for General Public (including SFUSD Educators and District Employees)	<i>Marketing start date</i>
Additional Community Outreach	<i>Marketing start date</i>
SFUSD Informational Sessions and Outreach	<i>Starting on marketing start date</i>
Lease-Up Lottery - Additional advertising (advertising with one paid ad per publication per week up to 3 weeks)	<i>Up to last 21 days of marketing period for lease-up lottery</i>
Expanded Lease-Up Lottery – Additional Advertising (advertising with one paid ad per publication per week up to 3 weeks)	<i>Up to 21 days of marketing period for expanded lease-up lottery</i>
Application Deadline for Lease-Up Lottery	<i>120 days after marketing start date</i>
Application Deadline for Expanded Lease-Up Lottery	<i>180 days after marketing start date</i>
Send MOHCD copy of ads in publications and social media and emails sent distributing flyers	<i>By Early Lease-Up Application Deadline</i>
	<i>By Expanded Application Deadline</i>
Flags reviewed in Salesforce	<i>One day after Early Lease-Up Application deadline</i>
	<i>One day after Expanded Application Deadline</i>

Email removed applicants	<i>One week after Application deadlines</i>
Lease-Up Lottery	<i>Two weeks after Application deadlines for lease-up lottery</i>
Expanded Lease-Up Lottery	<i>Two weeks after application deadline for expanded lease-up lottery</i>
Operator Application Review / Approval Process - start date	<i>One week after lottery</i>
Lease-up process / timeline	
Expected TCO	<i>08/01/2024</i>
First Occupancy	<i>08/14/2024</i>
Post Lease Up copy of advertisements submitted to required newspapers so can be included in next circulation	<i>One week before marketing start period</i>
Expected 100% Lease Up of Tax Credit Units	<i>11/30/2024</i>
SFUSD to continue targeted outreach to SFUSD educators and district employees for Post Lease Up Marketing	<i>60 days before expected 100% Lease Up of All Units</i>
Post Lease Up Marketing Start Date(advertising with one paid ad per publication every other week per month until up to last 21 days of marketing period)	<i>60 days before expected 100% Lease Up of All Units</i>
Posting on DAHLIA for Post Lease Up Applications	<i>Marketing start period</i>
SFUSD Informational Sessions and Outreach for Post Lease Up Applications	<i>Marketing start period</i>
Project Closing – 100% Lease Up Tax-Credit Deadline for tax credit units	<i>12/31/2024</i>
Expected 100% Lease Up of Moderate-Income Units	<i>1/31/2025</i>
Purge Lease-Up Lottery and Expanded Lease-Up Lottery Waiting List	<i>One week after 100% lease up of all units</i>
Post Lease Up Application Deadline	<i>75 days after Marketing Start Date</i>
Send MOHCD copy of ads in publications and social media and emails sent distributing flyers for Post Lease Up Marketing	<i>By Application Deadline</i>
Flags reviewed in Salesforce for Post Lease Up Applications	<i>One day after Application deadline</i>
Email removed applicants for Post Lease Up Applications	<i>One week after Application deadline</i>
Post Lease-Up Lottery	<i>At least two weeks after application deadline for post lease up lottery and at least 1 day after purge of lease up and expanded lease up combined waiting list</i>

VII. Review of Program Documents

MidPen certify that we and all agents involved in the process of renting affordable units have read and reviewed the following documents:

- MOHCD Housing Preferences and Lottery Procedures Manual
<https://sfmohcd.org/lottery-preference-programs>
- Lottery application housing.sfgov.org
- City and County of San Francisco Fair Chance Ordinance (FCO)
<https://sfgov.org/olse/fair-chance-ordinance-fco>
- MOHCD Loan Documents and/or Ground Lease

- MOHCD/SFUSD MOU

- Resident Selection Criteria

MidPen has included the following documents with our request in Word or Excel: (Please check)

- Multifamily Marketing Plan – DAHLIA - Unit Table (Excel Document)
- Marketing Flyer
- COP Postcard
- Marketing Outreach list
- A copy of Building’s Lease Agreement, including any and all addendums
- A copy of Building’s Acceptance Letter
- A copy of Building’s Denial Letter
- A copy of Building’s Landlord Verification
- A copy of Resident Selection Criteria
- A copy of Building’s Post-Lottery Rental Application
- A copy of the Tenant Income Certification Worksheet (Excel Document)

Representative (sign) _____

Representative (print) _____

Title (print) _____

Company (print) _____

Date (print) _____

DAHLIA Web Posting

MidPen understands that the affordable units must be posted on SF Housing Portal – DAHLIA for at least 21 calendar days prior to the application deadline. The following template will be posted on DAHLIA during the marketing period.

Please complete this template thoroughly. Please remove red sections and italicized descriptions once complete.

Posting Date	<i>Must be at least 45 days from the date of the submission of this marketing plan to MOHCD.</i>
Type of Unit(s)	Family Housing – low and moderate-income units including priority for SFUSD educators and employees and applicable City Housing preferences
Building Name	<i>If different than development name</i>
Project ID	<i>MOHCD will add</i>
Building Photo	<i>High-resolution photo of the outside of your building</i>
Year Built	2024
Website	TBD
Neighborhood	Outer Sunset District
Waitlist	200
Application Contact Person and Address	TBD
Phone Office Hours	8:30am to 5:00pm, M-F
Email	TBD
Application deadline	<i>Set the application deadline 21 calendar days from the advertisement posting date.</i> _____, 5pm Due to COVID-19, applicants will apply online as we are not accepting paper applications.
Open House Dates (if applicable)	
Information Session	Due to COVID-19 Project Sponsors are not conducting Information Sessions.
Lottery	Date: Time: Location: Virtually
Building Accessibility	The building's main entrance is along 43rd avenue via minimally sloped pathways that lead to the main lobby which contains a fully accessible public restroom and direct access to a double elevator bank. The secondary entrance along 42nd avenue utilizes a code complaint ramp with handrails to enter and the elevators are access via the common corridor. All the apartments are adaptable, allowing minor modifications for reasonable accommodations to suit a tenant's mobility and communication needs. Layouts and features are similar to fully accessible ADA-compliant mobility units that include the following features: lowered kitchen countertops, ample reachable storage options, accessible appliances, installed grab bars in bathrooms, pull under work surfaces at sinks, hand shower hoses, tub seats, audible and visual alarms/doorbells, etc. The are 22 Mobility units and 15 communications units at SCV.

Building Amenities	Two laundry rooms, semi-subterranean gated parking garage, access to on-site car share, workout room, two private resident courtyards, workspace/lounge on 5 th floor, bike storage, resident storage, package storage, play area, three community rooms																														
Services Onsite	Services offered at SCV will include services such as the following - connecting tenants to first time home ownership education and counseling, connection to benefits and entitlements, capacity building (skills, workforce, etc.), financial education (budgeting, credit repair, debt management plans, etc.), and/or health and wellness classes.																														
Parking	<i>How many spaces available for renters? Limit one parking space per household. Parking is offered to households in lottery rank order.</i> 44 spaces																														
Application Fee	<i>Application fees are only to be collected post-lottery once a household is contacted by your building. \$45 per adult</i>																														
Other fees & utilities paid by the renter (Costs Not Included)	<p><i>Please list any fees for renter's insurance, utilities paid by the renter etc. here.</i></p> <p>The below is the current utility allowance schedule applicable to the project and will be updated accordingly when lease up begins.</p> <table border="1"> <thead> <tr> <th>Utility</th> <th>Studio</th> <th>1 Bedroom</th> <th>2 Bedroom</th> <th>3 Bedroom</th> </tr> </thead> <tbody> <tr> <td><i>Electric: cooking</i></td> <td>11</td> <td>14</td> <td>25</td> <td>32</td> </tr> <tr> <td><i>Electric: other</i></td> <td>43</td> <td>51</td> <td>72</td> <td>97</td> </tr> <tr> <td><i>Electric: heating</i></td> <td>37</td> <td>44</td> <td>57</td> <td>70</td> </tr> <tr> <td><i>Water</i></td> <td>43</td> <td>65</td> <td>83</td> <td>97</td> </tr> <tr> <td>TOTAL ALLOWANCE</td> <td>134</td> <td>174</td> <td>237</td> <td>296</td> </tr> </tbody> </table>	Utility	Studio	1 Bedroom	2 Bedroom	3 Bedroom	<i>Electric: cooking</i>	11	14	25	32	<i>Electric: other</i>	43	51	72	97	<i>Electric: heating</i>	37	44	57	70	<i>Water</i>	43	65	83	97	TOTAL ALLOWANCE	134	174	237	296
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Rental History Eligibility Rule	Applicants must have an acceptable landlord history that demonstrates a history of cooperation with management regarding house rules and regulations; abiding by lease terms; and care of property. Landlord history must show the applicants conduct in present or prior housing has been such that the admission to the property would not negatively affect the health,																														

	safety, or welfare of other resident, or the physical environment, or financial stability of the property. Landlord history must include a minimum of 2 years.				
Smoking Policy	Non-smoking community				
Pet Policy	One pet is permitted per household. Breed and size restrictions apply. There is a \$300 pet deposit per pet. Please see Resident Selection Criteria for more information. Service and Companion animals are welcome and pet deposits do not apply.				
Utility Allowance	Utility	Studio	1 Bedroom	2 Bedroom	3 Bedroom
	<i>Electric: cooking</i>	11	14	25	32
	<i>Electric: other</i>	43	51	72	97
	<i>Electric: heating</i>	37	44	57	70
	<i>Water</i>	43	65	83	97
	TOTAL ALLOWANCE	134	174	237	296
	This is the current utility allowance schedule available and will be updated accordingly when lease up begins.				
Rents	Below displays 2021 MOHCD rent limits. For the tax credit project, the more restrictive rent between MOHCD rent limits and TCAC rent limits will be used.				
		Gross Rent	Utility Allowance	Net Rent	
	Studio (40% MOHCD AMI)	932	134	\$789	
	Studio (50%)	1166	134	1032	
	Studio (80%)	1865	134	1731	
	Studio (100%)	2331	134	2167*	
	Studio (120%)	2797	134	2167*	
	1-BR (40%)	1028	174	854	
	1-BR (50%)	1332	174	1158	
	1-BR (80%)	2131	174	1957	
	1-BR (100%)	2664	174	2330*	
	1-BR (120%)	3197	174	2330*	
	2-BR (40%)	1199	237	962	
	2-BR (50%)	1499	237	1262	
	2-BR (60%)	1799	237	1562	
	2-BR (80%)	2398	237	2161	
	2-BR (100%)	2998	237	2761	
	2-BR (120%)	3598	237	3361	
	3-BR (40%)	1332	296	1036	
	3-BR (50%)	1665	296	1369	
	3-BR (60%)	1998	296	1702	
	*Set 15% below market rent.				

	The above rents are based off of current rent limits and will be updated accordingly before lease up.
Special Notes	

TEMPLATE

COP Postcard Template

(Postcards must be at 5x7 and have a matte finish on Side Two)

Side One:

Affordable Homes for Rent in San Francisco

Exterior Photo	Interior Photo
----------------	----------------

VENMOA, 333 Garfield Street, San Francisco, CA 94103

5 studio rental units available at \$991 per month

20 one-bedroom rental units available at \$1,133 per month

15 two-bedroom rental units available at \$1,264 per month

Includes priority for SFUSD educators and District employees and applicable City Housing Preferences

Households must have a minimum monthly income of two times the rent.

Households' income must fall within the maximum range below:

Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons
Maximum monthly income	Divide max AMI by 12	Divide max AMI by 12	Divide max AMI by 12	Divide max AMI by 12	Divide max AMI by 12



Please contact 415-701-5626 for more information about the COP program.

Side Two: (Please Make Room For Address Label and Postage)

Reserved for Postage

SPACE RESERVED FOR USPS

Return Address:
Mayor's Office of Housing and Community Development
1 S. Van Ness Ave., 5th Floor
San Francisco, CA 94103

Applications for VENMOA, 333 Garfield Street
by 5PM on Friday May 29th, 2020. Apply online to
ensure your application is received on time at:
housing.sfgov.org

For assistance with your application contact:
housing.sfgov.org/housing-counselors

For more information about VENMOA
contact Leasing Agent Corporation:
(415) 555 - 1212
or BMR@venmoa.com

Lottery: June 12th 2020 at 12 PM
Lotteries are closed to the
public, but will continue as scheduled.
View lottery results at **housing.sfgov.org**

Flyer Template

Affordable Homes for Rent in San Francisco

Exterior Photo	Interior Photo

VENMOA, 333 Garfield Street, San Francisco, CA 94103

5 studio rental units available at \$991 per month

20 one-bedroom rental units available at \$1,133 per month

15 two-bedroom rental units available at \$1,264 per month

- **Includes priority for SFUSD educators and District employees and applicable City Housing Preferences**
- New Units with Modern Design + Amenities
- Households must have a minimum monthly income of two times the rent
- Households must earn no more than the monthly income levels listed below:

Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons
Maximum monthly income	Divide max AMI by 12	Divide max AMI by 12	Divide max AMI by 12	Divide max AMI by 12	Divide max AMI by 12

Applications must be received by 5PM on Thursday, December 29, 2021. Applications available from 12/1/2021 to 12/29/2021. Applications must be submitted online at housing.sfgov.org For assistance with your application, contact housing counseling agencies listed at housing.sfgov.org/housing-counselors

The lottery is closed to the public due to COVID-19. The lottery will be held online on 1/15/2022 at 11AM. Official lottery results will be posted on DAHLIA.

For more information contact Green Team leasing at (415) 555-1212 or question [@greenteam.com](mailto:greenteam.com)

All applicants are encouraged to apply. Please see the project posting at housing.sfgov.org for applicable lottery preferences. Units are monitored through the San Francisco Mayor’s Office of Housing and Community Development and are subject to monitoring and other restrictions.



TEMPLATE

Exhibit B
Form of Resident Selection Criteria



MidPen
H O U S I N G

Resident Selection Criteria
Tax Credit Units

Shirley Chisholm Village

Leasing Office:

TBD

<<Address>>

Telephone #: (xxx) xxx-xxxx



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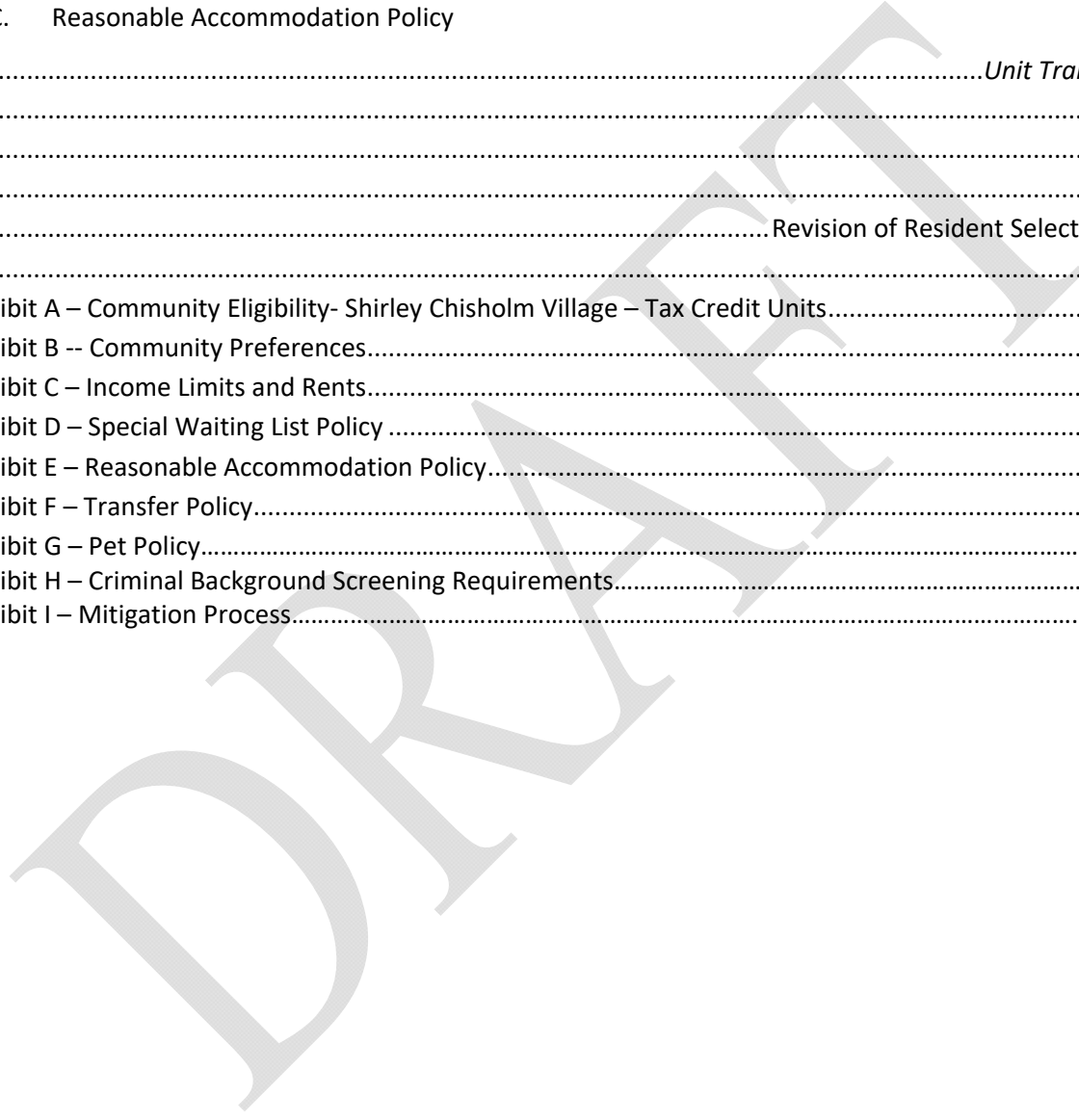
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RESIDENT **SELECTION** CRITERIA – Tax Credit Units

I. Introduction

A portion of Shirley Chisholm Village is funded through the Internal Revenue Service's Section 42 Low Income Housing Tax Credit Program. There are also other programs that restrict eligibility requirements for this community. Please see Exhibit A for additional criteria. The policies and procedures established in this document are used in the selection of residents for this community. All procedures will be implemented in conjunction with IRS Section 42 regulations, as amended and other applicable federal statutes and regulations, including but not limited to the following:

- Federal Register Notices/Final Rules
- Code of Federal Regulations (CFR)
- The Fair Housing Act (Title VIII of the Civil Rights Act of 1968)
- Section 504 of the Rehabilitation Act of 1973, as applicable
- Americans with Disabilities Act of 1990
- State of California Fair Housing Laws
- HUD Handbook 4350.1 REV-1, as applicable
- The Federal Fair Credit Reporting Act and state/local credit reporting laws

II. Mission

It is the mission of all MidPen Housing communities to provide safe, affordable housing of high quality to those in need; to establish stability and opportunity in the lives of residents; and to foster diverse communities that allow people from all ethnic, social and economic backgrounds to live in dignity, harmony and mutual respect.

We are committed to providing the best apartment management services to our residents. Each community has an on-site staff whose main goal is to serve our residents. We take pride in our ability and desire to provide our residents with well-maintained, professionally managed apartment communities.

The purpose of this Shirley Chisholm Village Community is to provide housing for current educators and employees of the San Francisco Unified School District and those educators and employees, who retired from the San Francisco Unified School District while residing at the Shirley Chisholm Village Community, (collectively “District Educators and Employees”). As such, the Shirley Chisholm Village is subject to specific tenancy occupancy (initial and continuing) restrictions which are described herein and the lease documents for the Shirley Chisholm Village.

III. Non-Discrimination

A. Equal Opportunity Housing

This community fully adheres to applicable federal, state, and local fair housing and civil rights laws, which provide that it is illegal to discriminate against any person due to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability, genetic information, age or any other arbitrary personal characteristic in all housing related activities.

If an applicant believes that they have been discriminated against or treated unfairly in the application process, they may contact us in writing at MidPen Property Management Corporation, 303 Vintage Park Drive, Suite #250, Foster City, California 94404.

B. Additional Protection for Individuals with Disabilities

The community will seek to effectively communicate with applicants, residents, and members of the public who are individuals with handicaps or disabilities. The use of auxiliary aides, such as readers, interpreters, large print documents, or recordings, will be implemented when necessary. The community asks for three (3) business days' notice if an applicant requires us to provide any auxiliary aids to ensure effective communication in any meeting, interview or appointment.

This community also allows Reasonable Accommodations and Modifications when requested by applicants or residents with disabilities to enable equal opportunity to use and enjoy the unit and/or the common areas, to participate in our program or have access to activities sponsored by this community in accordance with the Reasonable Accommodation Policy (Exhibit E).

IV. Privacy Policy

The community endeavors to protect the privacy of the applicants/residents and their information/documents/records that are in the Landlord's/Owner's possession. The Community collects and maintains within its possession information/documents/records pertaining to the applicants/residents, including but not limited to personal, financial, background, criminal, residential history, lease compliance, information. This information/documents/records may be collected and/or maintained by the community in physical and/or electronic format. The community may use this information/documents/records in its operations, including but not limited to income verification, housing eligibility, determining rent, landlord/tenant relations and disputes, compliance with regulatory obligations, reporting to regulatory agencies, law enforcement, lenders and investors. The community may share the information/documents/records pertaining to the applicants/resident with third parties including but not limited to federal, state and local regulatory agencies, law enforcement agencies, lenders, investors when required or requested.

The community shall not use or disclosure the information/documents/records pertaining to the applicants/residents in violation of applicable federal, state and local laws.

V. Definitions

A. ACCESSIBLE UNIT

A unit that is located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with a physical impairment.

B. ELDERLY FAMILY

Elderly families are:

- (1) Families of two or more persons, the head of which (or their spouse) is 62 years of age or older;
- (2) The surviving member or members of a family described in paragraph (1) living in a unit assisted under 24 CFR part 891, subpart E (Section 202 loans) with the deceased member of the family at the time of their death;
- (3) A single person who is 62 years of age or older; or
- (4) Two or more elderly persons living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well being. (24 CFR 891.505)

C. FAMILY

A family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person (at least 50 years old but below the age of 62), or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:
 - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

- (ii) An elderly family;
- (iii) A near-elderly family (head, co-head, spouse, or sole member is at least 50 years old but below the age of 62);
- (iv) A disabled family;
- (v) A displaced family; and
- (vi) The remaining member of a resident family.

D. LIVE-IN AIDE

A Live-In Aide is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

1. Is determined essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A relative may be a Live-In Aide but must meet all of the above requirements, and sign a statement to that effect.

The need for the live-in aide will be verified before move-in. Prior to acceptance as a Live-In Aide, all candidates must be screened for drug abuse, criminal activity and status as a state lifetime sex offender following the same requirements used for applicants. A Live-In Aide qualifies for occupancy only as long as the individual needs support services and cannot qualify for continued occupancy as a remaining household member. It is the resident's responsibility to ensure that the Live-In Aide follows the Community House Rules.

E. District

The District means the San Francisco Unified School District, a California public school district.

F. VIOLENCE AGAINST WOMEN ACT (VAWA)

The VAWA protections apply to households applying for or receiving rental assistance payments under any LIHTC housing assistance program. The law protects victims of domestic violence, dating violence, sexual assault, or stalking, as well as their immediate household members, from eviction or denial of housing assistance if an incident of violence is reported and confirmed.

The Landlord will request in writing that the victim, or a household member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, Form HUD-5382, or

other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA. If the applicant needs alternative arrangements regarding the delivery of these documents, management will work with the applicant on other acceptable ways for providing the information. All information regarding the victim's status will be kept confidential and in a separate file in a secure location in accordance with MidPen's Housing Policies and Procedures pertaining to Victims of Domestic Violence, Dating Violence, Stalking, Human Trafficking, Sexual Assault, or Abuse of Elder or Dependent Adult.

The VAWA laws will be administered in compliance with Article 49 of the San Francisco Police Code: Fair Chance Ordinance.

VI. Eligibility

A. Program Requirements

1. Income Limits

The household's annual income must not exceed the applicable income limit for the community as established by the LIHTC regulations. Current Income Limits are attached as Exhibit C.

2. Consent and Verification Forms

The head of household, the spouse and/or co-head and all other adults (18 and older) in each applicant household must sign an Authorization for Release of Information and as necessary, verification documents, prior to being approved and as required every year thereafter.

3. Rent Formulas

The applicant family must agree to pay the rent required by the LIHTC program.

4. Student Eligibility

I. Tax Credit Eligibility

Applicant Households containing full-time students must meet the IRS Section 42 regulations regarding full-time student households at all times or they are not eligible to move in or remain as a tax credit eligible family.

The IRS defines a full-time student as one who attends an educational institution with regular facilities, other than a correspondence or night school, during at least five months of the calendar year for which application for

housing has been made. The educational institution determines whether a student is full or part-time.

In a Tax Credit unit, tenancy can be terminated if the household does not meet the student requirements during tenancy.

If a household is comprised entirely of full-time students, they must meet one of the following criteria in order to be eligible for a Tax Credit unit:

- a. All members of the household are married and either file or are entitled to file a joint tax return;
- b. The household consists of a single parent and their minor children, and both the parent and children are not a dependent of a third party other than the parent of such children;
- c. At least one member of the household receives assistance under Title IV of the Social Security Act. (AFDC, TANF, CalWORKS, etc. Please note: SSA or SSI do not qualify.)
- d. At least one member is enrolled in a job training program receiving assistance under the Work Investment Act (WIA) formerly known as the Job Training Partnership Act, or similar federal, state, or local laws as defined by HUD 4350.3 REV-1;
- e. The household consists of a tenant under the age of 24, who has exited the Foster Care system within the last 6 years.

In a Tax Credit unit, tenancy can be terminated if the household does not meet the student requirements during tenancy.

II. HUD Eligibility

A student must meet all of the following criteria in order to be eligible for HUD assistance programs:

- a. Be of legal contract age under state law;
- b. Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy,
or
- c. Meet the U.S. Department of Education's definition of an independent student as follows:

(i) The individual is 24 years of age or older by December 31 of the award year;

(ii) The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;

- (iii) The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
 - (iv) The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
 - (v) The individual is a graduate or professional student;
 - (vi) The individual is married;
 - (vii) The individual has legal dependents other than a spouse;
 - (viii) The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by— (a) a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act; (b) the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; (c) the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or (d) a financial aid administrator; or
 - (ix) The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
- d. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
 - e. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided. This certification is not required for vulnerable youth populations, including individuals who are orphans, in foster care, wards of the court, emancipated minors, unaccompanied homeless youth, and youth at risk of becoming homeless.

B. Community Requirements

1. Identification

Positive government-issued identification with a picture will be required for all adult applicants (photocopy may be kept on file). Applications must include the date of birth of all applicants to be considered complete.

2. Social Security Number

All household members must disclose and provide verification of the complete and accurate Social Security Number (SSN) or Individual Tax Payer Identification Number (ITIN) (photocopy may be kept on file) assigned to them unless the member has not been assigned a number. SSNs and ITINs are used when verifying credit.

3. Landlord History

Applicants must have an acceptable landlord history that demonstrates a history of cooperation with management regarding house rules and regulations; abiding by lease terms; and care of property. Landlord history must show that the applicants' conduct in present or prior housing has been such that the admission to the property would not negatively affect the health, safety, or welfare of other residents, or the physical environment, or financial stability of the property.

Landlord history must include a minimum of two (2) years rental history from a minimum of two landlord references. One (1) reference from the applicant's current landlord will be accepted from applicants who have resided in one location for two (2) or more years.

If the applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicants' misrepresentation of information.

The absence of previous rental history by itself will not be reason to deny an applicant household.

Mitigating circumstances will be reviewed before a disqualification is made.

4. Interference/Fraud

Any applicant whose conduct interferes with, hinders, delays, obstructs or otherwise prevents the application process from being completed may be denied. Any information provided by the applicant that is later proven to be

untrue by verification may be used to disqualify the applicant for admission on the basis of attempted fraud. Fraud is defined as an applicant or resident knowingly providing inaccurate or incomplete information.

5. **Occupancy Standards**

The occupancy standard is the minimum and maximum number of household members that may reside in a specific size unit. When counting household members, every member listed on the application, TIC, or lease is counted including all full-time members, persons temporarily absent from the unit, children anticipated to live with the family, children away at school, live-in aides, foster children and foster adults.

In the event an applicant household member, or someone associated with that household, has a physical or mental disability, which requires a variance from these occupancy standards, the applicant should make a request for accommodation which may be granted if it does not create an undue financial and administrative burden or create a fundamental change to the nature of the property. As with all accommodation requests, whether the request is reasonable will be evaluated on a case-by-case basis.

The Occupancy Standards for this community are found in Exhibit A-Community Eligibility.

6. **Income Requirements**

Applicant households must meet the minimum income requirements set at two (2) times the net rent for the unit. Management may review and amend this requirement if deemed necessary. Minimum income is not applicable to applicants with a Section 8 voucher from the Housing Authority.

7. **Credit Requirements**

This property will adhere to San Francisco Police Code Article 49: Procedures for considering arrests and convictions and related information in employment and housing decisions as it relates to credit screening. As such, credit history checks will not be run until after income and asset eligibility is finalized.

This property evaluates each person applying to live at its community with a credit-risk scoring system that is provided by an independent consumer-reporting agency and consistently applied to all of the applicants. This scoring system uses a statistical model to estimate the credit risk that an applicant may not satisfactorily fulfill their lease obligations. This statistical model was

developed from data regarding actual residents and their payment performance of their lease obligation. Prior to final acceptance of each applicant, this property will use this system to provide a numerical score that represents a relative measure of the credit risk associated with that applicant. The acceptance policies include having no more than 35% of past due negative accounts and no more than \$2,500 maximum balance of unpaid collections (including past due accounts). Bankruptcies are permitted if they have been cleared. Each applicant's credit-risk score will be compared to the acceptance policies to determine whether or not the applicant may be accepted. If the application is denied based on the credit-risk score, the applicant will be advised what factors most adversely affected the score and the applicant will be given the name, address, and telephone number of the consumer reporting agency that provided the credit-risk score to this property. An applicant who is denied based on their credit-risk score may obtain a copy of the consumer report(s) on which the credit-risk score was based, and may initiate an investigation to have any erroneous information contained in such reports corrected. The consumer-reporting agency will advise the applicant of the actions that they may take in order to do so. Available units will not be held open during any such investigation by the applicant. The absence of credit history by itself will not be reason to deny an applicant household.

8. Background Screening Requirements

This property will adhere to San Francisco Police Code Article 49: Procedures for considering arrests and convictions and related information in employment and housing decisions. Please refer to exhibit H for full background screening criteria procedures.

Prior to final acceptance of any application and after all other qualifications for affordable housing are finalized, this community will conduct a criminal background search on each household member age eighteen (18) years or older, including emancipated minors, using an independent consumer-reporting agency. If the criminal background report indicates that one or more such felony records were found, those records will be compared to the established acceptance policies to determine whether or not the applicant may be accepted.

This community will deny admission for:

- Any household member subject to a State sex offender lifetime registration requirement
- Felony convictions for the illegal manufacture or distribution of a controlled substance within the last 7 years

- Felony convictions for bodily harm, intentional damage, or destruction of property within the last 7 years
- Felony convictions for sexual related offenses within the last 7 years

If the application is denied based on this criminal background search, the applicant will be given the name, address, and telephone number of the consumer-reporting agency that provided the criminal background report. An applicant who is denied based on a criminal background search may obtain a copy of the report and may initiate an investigation to have any erroneous information contained in the report corrected. The consumer-reporting agency will advise the applicant of the actions that they may take in order to do so. Available units will not be held open during any such investigation by the applicant.

C. Priority for District Educators and Employees

1) Primary Preference

The primary preference for the Shirley Chisolm Village community is to provide priority during lease up and filling of residential unit vacancies in accordance to the waiting list to current District Educators and Employees, as outlined and defined in Exhibit B which is incorporated herein.

2) Continuous Employment Requirement

The eligibility of a District Educator and/or Employee or their household for occupancy of a unit in the Shirley Chisolm Village community is dependent, upon the District Educator and District Employee being a current District Educator or Employee at the time of application, commencement of their residency, and on each annual recertification, except when tenant is Retired as defined below ("**Continuous Employment Requirement**"). A Retired Educator or Employee is defined as any District Educator or Employee who after entering into a lease for a unit at the Shirley Chisolm Village community has separated from District with the reason of retirement from work, including submitting a formal retirement request which was approved by the District.

Except as may be prohibited by any governing law, if a District Educator and/or Employee (and their household) is no longer in compliance with the Continuous Employment Requirement after becoming a tenant for a unit in the Shirley Chisolm Village community, that former District Educator and/or Employee (and their household) will vacate their unit within the remaining term of the existing lease or six months after the former District Educator

and/or Employee is no longer in compliance with the Continuous Employment Requirement, whichever is greater. The failure of any District Educator and/or Employee tenant to comply with the Continuous Employment Requirement would be considered a default of a substantial and material term under their lease. The failure of any former District Educator and/or Employee (and their household, if any) to vacate the unit in accordance with such terms shall be “good cause” for termination of the tenancy of the former District Educator and/or Employee (and his or her household, if any) through eviction or other legal procedures. The Continuous Employment Requirement is not applicable to tenants and their households whose initial and continued eligibility for and occupancy of a unit at the Shirley Chisolm Village community is not based on any status as a District Educator and/or Employee.

3) Tenancy/Occupancy Does Not Impact Employment Status with District

The tenancy and/or occupancy of a unit at the Shirley Chisolm Village community by District Educator and/or Employee does not affect, impact, alter, or amend the employment relationship if any between the District and the District Educator and/or Employee

The tenancy and/or occupancy of a unit at the Shirley Chisolm Village community by a District Educator and/or Employee does not act as any representation or promise to the District Educator and/or Employee regarding or otherwise confer any rights or guarantees on the District Educator and/or Employee regarding their employment with the District.

The tenancy and/or occupancy of a unit at the Shirley Chisolm Village community by a District Educator and/or Employee does not restrict, impair, or impact District’s ability/authority to manage/terminate a District Educator and or Employee’s employment to the extent otherwise permitted by law or any other applicable agreements.

VII. Application Procedures

A. Marketing & Application Process

The Shirley Chisolm Village community’s purpose is to provide housing for current educators and employees of the San Francisco Unified School District. To facilitate that goal, the following marketing, application and lottery process will be used to

create the waiting lists to be used for lease up of the community and then to fill post lease up vacancies.

1) During Lease Up

- I. **Lottery:** During the lease up of the community, the marketing process will be made available to all potential applicants, in addition to the targeted marketing to Educators and District Employees. During the first four months of the marketing process, applications will be accepted through the DAHLIA San Francisco Housing Portal and shall be limited to Educators and District Employees. At the completion of the first four months of the marketing process the San Francisco Mayor's Office of Housing and Community Development ("MOHCD") will conduct an initial lottery through DAHLIA of the applications received from Educators and District Employees and apply the Educator and District Employee Priority and the overlay of the San Francisco Housing Preferences set forth herein to the lottery results to create an "initial waiting list" which will be provided to MidPen Housing. MidPen Housing shall use the initial waiting list to commence the lease up process for the community.
- II. **Expanded Lottery:** The marketing process for the lease up will continue for another two months after completion of the initial lottery by MOHCD. During this continued marketing process which shall include targeted marketing for Educators and District Employees, applications through DAHLIA will be open to all potential applicants. At the completion of the continued marketing process, MOHCD will conduct an expanded lottery through DAHLIA of the applications received during the continued marketing process. MOHCD will apply the Educator and District Employee Priority and the overlay of the San Francisco Housing Preferences set forth herein to the results of this expanded lottery. The results of the expanded lottery, with the preference order, will be provided to MidPen Housing and will be added to the end of the initial waiting list to create an "updated waiting list" used by MidPen Housing to complete the lease up process for the community. At the completion of the lease up process for the Project the existing updated waiting list will be purged and will no longer be applicable.

2) After Lease Up

- I. **Post Lease Up Lottery:** Prior to the waiting list being purged as set forth above, when MidPen determines that it is 60 days from completion of lease up, MidPen will notify MOHCD and District. Upon receipt of such notice, MOHCD and District will commence a marketing process for the Post

Lease Up waiting list to be used for future vacancies at the Community. This marketing process shall be conducted for 75 days and will include targeted marketing for Educators and District Employees. At the completion of this marketing process MOHCD shall conduct a Post Lease Up Lottery through DAHLIA of the applications received during the post lease up marketing process. MOHCD will apply the Educator and District Employee Priority, and overlay the applicable San Francisco Housing Preferences to the results of this post lease up lottery. The top 200 results of the post lease up lottery, with the preference order, will be provided to MidPen to create a post lease up “waiting list” used for filling post lease up vacancies for the Community.

- II. At the earlier of either exhaustion of the existing waitlist in Section VII.A.2.I., or determination by , MidPen that there is a need to add additional applicants to the Post Lease Up waiting list, MidPen will submit a written request to MOHCD and the District for consent to commence a further marketing effort to add applicants to the waitlist. MidPen’s request will include a written proposal for the marketing and application process to be used by MOHCD and the District which shall include targeted marketing to the Educators and District Employees. Upon approval of the request and the proposed marketing process, MidPen and MOHCD shall conduct a new marketing process, including targeted marketing for Educators and District Employees, through DAHLIA open to all potential applicants to add to the post lease up waiting list for the community. Each of these marketing processes will be conducted for a period of time in accordance with the marketing process proposed by MidPen and agreed to by MOHCD and District. At the completion of each of these marketing processes, MOHCD shall conduct a lottery through DAHLIA of the applications received during this marketing process. MOHCD will apply the Educator and District Employee Priority, and overlay the applicable San Francisco Housing Preferences to the results of each of these additional lotteries. The top 200 results (“Cap”) of each of these additional lotteries, with the preference order, will be provided to MidPen and will be added to the end of the post lease up waiting list used by MidPen to fill post lease up vacancies at the Community. For each of these additional post lease-up lotteries MidPen may request an increase in the Cap (more than the top 200 results) for a specific additional lottery if MidPen determines that the Cap will not provide a sufficient number of applicants for each of the unit types/sizes available within the community. Any request by MidPen to increase the Cap will be submitted to MOHCD and the District for review and approval. If MOHCD and the District approve any increase in the Cap for a specific additional lottery, that increase in the Cap will be disclosed in all marketing materials for that specific additional lottery.

B. Complete an Application for Housing

To apply to live at this community, an applicant must complete an application and certify that the supplied information is complete and accurate. Based on the household size, the applicant must designate the number of bedrooms requested. The applicant may request more than one unit type at the time of the initial application provided the household meets the occupancy standards or an accommodation has been requested (entitlement to the accommodation and the reasonableness of the accommodation requested will be determined when a unit is available), and the specific bedroom size Waiting List is open.

If the applicant requires assistance in completing the application, please contact the Community Manager/Leasing Office.

C. Submit Application

The pre-application must be signed and dated by digital signature if submitted electronically, or if a physical copy is submitted, by **all adult members** for the application to be considered. Applications can be submitted electronically, by mail or in person at the community leasing office during normal business hours.

Applications will be preliminarily screened for application completeness, legibility, and to determine that the household meets the basic requirements to qualify for this housing program. If it appears that the applicant household meets the basic requirements, the applicant will be added to the Waiting List for the requested unit size(s). Being added to the Waiting List does not automatically qualify the applicant for a unit.

D. Interview

As an applicant's name approaches the top of the Waiting List, an interview will be scheduled. All members of the applicant household must attend the interview. Two failures to schedule and/or attend an agreed-upon time for an interview will be grounds for denial. For applicants with limited English proficiency, language assistance can be requested. Please make a request at least three business days prior to the interview.

During the interview, the applicant household will be asked to update the information on their original application. All sources of income and assets must be disclosed. During the interview, all items on the application will be discussed and confirmed, and third-party verification of each factor will be attempted, per IRS regulations and procedures. Until all items are verified, eligibility cannot be determined, nor any housing offered. Third party verification includes original or authentic documents generated by a third party source that are dated within 120 days from the date of receipt by the owner, verification forms sent by the owner directly to the source and

returned to the owner through mail, email, or fax, and oral verification.

Eligibility for housing can only be confirmed after all sources of income, assets, household composition, etc., which may have any bearing on the rent that is paid or subsidy received, are verified.

E. Ineligibility

Households may be ineligible for occupancy for various reasons including, but not limited to, the following:

1. The applicant/household does not meet the program/community eligibility requirements listed in Exhibit A of this plan;
2. The household gross income (using the HUD definition of income) is over the applicable income limit (Exhibit C);
3. The household's monthly income does not meet the minimum income standard established for this community and the household will not receive Section 8 assistance;
4. The applicant/household has an unacceptable credit history as reported by a consumer-reporting agency;
5. The applicant/household does not meet the IRS' definition of a qualified household under the Full-Time Student Rule;
6. There is submission of false or untrue information on the application;
7. Failure to cooperate in the verification process including failure to provide requested information;
8. Failure to schedule and/or attend two interviews;
9. The applicant/household has refused two offered apartments and does not have a valid medical reason, or the household has refused three offered apartments with a valid medical reason;
10. The applicant/household has an unacceptable criminal background as reported by a consumer-reporting agency;
11. The applicant/household has an unacceptable reference from a current or previous landlord;
12. Household size does not conform to the stated minimum and maximum sizes as described in Exhibit A;
13. Failure to sign designated or required forms and/or documents upon request;
14. This will not be the only residence for the applicant/household;
15. The applicant/household is not willing to pay the rent as calculated under the Section 42 program.
16. Failure to present all applicants during the interview with the Community

Manager;

17. Blatant disrespect or disruptive behavior, or demonstrable history of such behavior, towards management, the property, or other residents exhibited by an applicant or household member or friend any time prior to move-in;
18. Misrepresentation of any information related to eligibility, allowance, household composition or rent.
19. Other cause, including, but not limited to, failure to meet any of the selection criteria in this document.

F. Application Decision

If the application is approved and the applicant accepts an offered available apartment, the applicant will be asked to schedule a time to come and sign the lease. All household members must attend this session. During this meeting, the applicant will be required to sign a lease agreement in which they will agree to abide by all the rules and regulations. We will also conduct a unit inspection with the applicant. The applicant is encouraged to read all leasing documents in advance of this appointment. Upon request, they will be mailed to the applicant.

If the application is denied, the applicant will be notified of this decision in writing. This written statement will include the reason(s) for the denial, and state that the applicant has the right to request an appeal of this denial decision and present any extenuating circumstances the applicant would like to have considered.

G. Appeal Procedure

Applicants have fourteen **[14]** days after the date of denial letter to notify management in writing or request a meeting if they would like to appeal the denial decision. If a denial letter is sent to an applicant, and no response or new evidence is received within fourteen **[14]** days, the file will be closed permanently.

If the applicant submits a written notice of appeal or requests an appeal meeting within fourteen days after the date of the denial letter, a management representative who was not a party to the original decision to deny will handle the appeal. This representative will review the application and any new facts or information that the applicant feels would have an effect on their application. Management will notify the applicant of their final decision within five **(5)** business days of receiving the applicant's written appeal or the date of the appeal meeting. Persons with disabilities have the right to request reasonable accommodations to participate in the appeal process.

Available units will not be held open during the appeal procedure. If a unit is not available at the completion of the appeal procedure and the appeal is granted, the applicant will be put back on the Waiting List in its original position.

A complete Grievance Procedure and Policy is available for anyone who wishes to file a grievance and/or requires detailed information about this subject. This policy is included with the denial letter.

The applicant has the right to dispute the accuracy of any information provided to property by the Consumer Reporting Agency or Screening Company. If the application is denied due to unfavorable information received during the screening process the applicant may contact the Consumer Reporting Agency that provided the information to the Property. The contact information will be contained in the denial letter. The applicant also has the right to obtain a free copy of the consumer report from the consumer reporting agency that provided the information if the applicant requests it within 60 days of application denial.

VIII. *Waiting List*

IX. *Policy*

A. *Admissions*

Applicants will be considered in the order of priority as follows: first in accordance with the community-specific preferences (Exhibit B of this plan), and then by lottery number (if such process is implemented), or by chronological order: date and time of application. Applicants at the top of a Waiting List will be notified of upcoming vacancies of apartments that meet their selected unit preference and will be given the opportunity to set up an appointment for an interview to determine current eligibility. After the interview, the application will be screened and verified prior to being offered a lease. Participating in an interview does not guarantee that the applicant will be eligible or that an apartment will be offered to the applicant.

Apartments designed specifically for a person with disabilities, whenever possible, will be rented to a household or individual needing that specific apartment type. These apartments will be offered first to current residents, and then to applicants, who have noted the need for such an apartment on their application, based on their chronological order on the Waiting List. In all instances, an apartment designed specifically for a person with disabilities should be rented to a household with a member needing that type of unit. Outreach will be done with community agencies and organizations to accomplish this.

In the unlikely event that no resident or applicant requires that apartment type, the next applicant on the Waiting List can be housed there temporarily only after signing a lease addendum that they will move at their own expense within 30 days of written notification by management that there is a need for their particular apartment and an appropriate sized apartment is available.

B. *Waiting List Administration*

This community may open the Waiting Lists by bedroom size based on community needs. Such opening of the Waiting Lists shall be subject to the marketing, application process and procedures set forth herein. The community announces the opening of the Waiting List and provides information where and when to apply. The community's Affirmative Fair Housing Marketing Plan, which is available in the rental office, provides further details on the marketing and outreach efforts employed. Potential applicants will be notified of the closure, a sign will be prominently posted in the rental office, and no applications will be accepted when the Waiting List is closed.

The applicant is responsible for keeping the community updated with any changes in their contact information. The applicant may designate a third party contact person or agency to contact us on their behalf to provide us with current contact information. Failure of the applicant to provide current contact information will remove the applicant from the Waiting List. Management will typically update the Waiting List every 6 months or at least once a year by contacting the applicant at the last known address requesting an update status. If the applicant does not respond to this update request, management will remove the applicant from the Waiting List. During the status update, management will also request information that helps determine likely eligibility for the housing program; however, eligibility will not be confirmed until the applicant's file has been processed, verified and certified at the time of expected occupancy.

If an applicant on the Waiting List is offered an apartment, they may refuse the offered apartment once and maintain their place on the Waiting List. The applicant will not be contacted again for a 30-day period. If a second apartment is offered and refused, the applicant will be denied unless a valid verifiable medical reason exists.

Vacant units will be filled on an alternating basis between in-place residents requesting transfer and applicants from the external Waiting List as defined in Exhibit F – Transfer Policy. VAWA Transfer Requests and approved Reasonable Accommodation transfer requests will take priority over other in-house transfer requests or applicants on the outside Waiting List. In this manner, management will be able to avoid displacing, through eviction or other actions, current residents whose housing needs have changed since admission. Unit transfer requests will be done in chronological order, based upon the date the Transfer Application was submitted.

C. *Reasonable Accommodation Policy*

This community is committed to making the apartment community readily accessible and usable by individuals with disabilities. Property will consider any request by or on behalf of a disabled resident or applicant for:

1. A reasonable accommodation requesting a change in its rules and/or policies; or
2. A reasonable modification relating to alteration of the common areas or an individual unit.

Any such request should be made in writing in conjunction with the Reasonable Accommodation Policy (Exhibit E). Requests should be forwarded to the Section 504 Coordinator located at MidPen Housing, 303 Vintage Park; Suite #250, Foster City, CA 94404. If it is not possible to make the request in writing, the Property Community Manager will assist the person making the request and provide the necessary information.

X. *Unit Transfer Policy*

All unit transfers will be processed in accordance with the Transfer Policy (Exhibit F). No preference will be given to residents wishing to be relocated to other communities owned or managed by MidPen Housing.

Vacant units will be filled on an alternating basis between in-place residents requesting transfer and applicants from the external Waiting List as defined in Exhibit F – Transfer Policy. VAWA Transfer Requests and approved Reasonable Accommodation transfer requests will take priority over other in-house transfer requests or applicants on the outside Waiting List. In this manner, management will be able to avoid displacing, through eviction or other actions, current residents whose housing needs have changed since admission. Unit transfer requests will be done in chronological order, based upon the date the Transfer Application was submitted.

XI. *Pet Policy*

Pets will be admitted in accordance with the Pet Policy (Exhibit G). Service animals are managed under the Reasonable Accommodation Policy (Exhibit E).

XII. *Revision of Resident Selection Criteria*

We reserve the right to make modifications to this plan, as necessary. When the plan is revised, the effective date of the new plan will be noted on the cover page. In addition, any time a new plan is implemented, all applicants on the Waiting List and current residents will be provided with notice that a revised plan is being implemented and that they may request a copy from the management office.

Exhibit A – Community Eligibility- Shirley Chisholm Village – Tax Credit Units

To live at Shirley Chisholm Village (Tax Credit Units), the applicant must be:

- 18 years of age or older (Head of Household) or legally emancipated; and
- At or below the **40% of MOHCD AMI and 30% of TCAC AMI**; or
- At or below the **50% of MOHCD AMI and 40% of TCAC AMI**; or
- At or below the **60% of MOHCD AMI and 50% of TCAC AMI**; and
- Within the Occupancy Standards for our unit sizes using the chart below.

Occupancy Standards

UNIT SIZE	MINIMUM HOUSEHOLD SIZE	MAXIMUM HOUSEHOLD SIZE
0 Bedroom/Studio	1 person	2 persons
1 Bedroom	1 person	3 persons
2 bedroom	2 persons	5 persons
3 bedroom	4 persons	7 persons

Exhibit B -- Community Preferences

Shirley Chisholm Village will apply the following preferences on 34 tax credit units of the total 135 units. Preferences are defined below. The Educator and District Employee Priority will be applied and the San Francisco Housing preferences will be overlaid as applicable.

- **SFUSD Tier 1**

Tier 1 will be defined as employees of the San Francisco Unified School District that fall into one of the following categories.

- **Educator** means a household containing at least one member who is a currently employed Teacher, Early Education Teacher, Paraeducator, or Pupil Services Employee.
- **Early Education Teacher** means a classified or certificated current employee of the District providing education to District students prior to kindergarten, but does not include any probationary employee, any employee who does not have permanent status by the District, or any person hired as a day-to-day substitute Early Education teacher.
- **Paraeducator** means a classified current employee of the District employed in a preschool, elementary school, or secondary school under the supervision of a certified or licensed teacher, to provide both instructional and non-instructional support duties, and includes teacher aides; instructional aides; learning support consultants; coordinators of school climate, wellness, school site nutrition; educational or instructional assistants; employees conducting parental involvement activities; employees providing campus security; employees serving as child welfare liaisons, community health workers, and managing or coordinating District after school programs, but shall not include any probationary employee, any employee who does not have permanent status by the District, or any person hired as a day-to-day substitute.
- **Pupil Services Employee** means an employee of the District currently employed in a position requiring a standard designated services credential, health and development credential, or a librarian credential, who performs direct services to pupils, including in-school librarians, school nurses, audio-visual personnel, counselors, psychologists, psychometrists, guidance and welfare personnel, attendance personnel, school social workers and other certificated personnel performing pupil-personnel, health, or librarian services, but shall not include any probationary employee, any employee who does not have permanent status by the District, or any person hired as a day-to-day substitute.

- **SFUSD Tier 2**

Tier 2 is defined as any other employee of the San Francisco Unified School District not defined under Tier 1 above.

- **COP – Certificate of Preference**

Certificate of preference (COP) Holders are individuals previously displaced by former Redevelopment Agency action in Redevelopment Project Areas per the San Francisco Redevelopment Agency's Property Owner and Occupant Preference Program, as reprinted

September 11, 2008 and effective October 1, 2008 and on file with the Clerk of the Board in File No. 080521 ("The COP Program Manual").

- **DTHP – Displaced Tenant Housing Preference**

The Displaced Tenant Housing Preference (DTHP) program (DTHP Program) is intended to benefit tenants displaced by Ellis Act Evictions, Owner Move In Evictions or Fires. The preference is only applied to projects with 5 or more City Affordable Housing Units and applies to 20% of total lottery units within a project for initial sale, re-sale, initial leases and subsequent leases.

- **NRHP – Neighborhood Resident Housing Preference**

The Neighborhood Resident Housing Preference (NRHP) is designed to benefit residents living in the same Neighborhood as a City Affordable Housing Project, Households living in the same neighborhood are those households living in the same Supervisorial District (District 4) or within a 5. mile radius of a project will be eligible for the NRHP.

- **Live/Work Preference**

Any applicant Household with at least one member who currently lives in the City and County of San Francisco or works at least 75% of their working hours within the City may be eligible for the Live/Work.

Applicants who live at an eligible address on the date that they submit their housing application but later move outside the City will receive the Live/Work.

Applicant Households made up of individuals who do not currently live together at the time of application may be eligible for Live/Work so long as at least one member lives at an eligible address or works at least 75% of their working hours in the city at the time of application.

- **Documentation**

To be considered a Household that lives or works in San Francisco, at least one member of the Household must provide the following proof of either residency or employment:

- **Residency**

To establish residency, the Household member must provide supporting documentation verifying that he or she lives in San Francisco, including at least one (1) of the following:

- Cable or internet bill
- Gas bill
- Electric bill
- Garbage bill

- Water Bill
- Paystub
- Public benefits records (e.g. SSI/SSP, MediCal, GA, Unemployment Insurance, Cal Fresh)
- School records

All documentation must list the household member's name and current address and be dated within 45 days of the date of the lottery application. MOHCD reserves the right to request additional information and documentation.

Applicants who are homeless at the time of application may demonstrate eligibility for the live/work preference by providing a letter from a case manager or homeless shelter attesting to the fact that the applicant is homeless and identifying where they are currently staying. Letters must be signed, dated and on official letterhead from an agency that provides health, mental health or housing services to the homeless.

▪ **Employment**

To establish that a Household member is employed in San Francisco for purposes of the LWP, such member must provide supporting documentation verifying that the he or she is employed in San Francisco.

The Project Sponsor shall verify that a Household member works in San Francisco by reviewing the Household member's paystubs. If the member's employer is not based in San Francisco, or if the paystubs do not reflect a San Francisco work address, the Household member must supply a letter from the employer stating that the person works primarily in San Francisco and that at least 75% of their working hours are in San Francisco. MOHCD reserves the right to request additional information and documentation.

Inquiries about eligibility for the LWP and other questions regarding the application process should be addressed to the Mayor's Office of Housing and Community Development at (415) 701-5613, via TDD at (415) 701-5503 or via email at sfhousinginfo@sfgov.org.

Preference Order

Preferences will be applied according to the order set forth below.

1. Tier 1

- a. COP – SFUSD Tier 1
- b. DTHP -SFUSD Tier 1
- c. NRHP – SFUSD Tier 1

d. Live/Work – SFUSD Tier 1

2. Tier 2

- a. COP – SFUSD Tier 2
- b. DTHP – SFUSD Tier 2
- c. NRHP – SFUSD Tier 2
- d. Live/Work – SFUSD Tier 2

3. Tier 3 - General Public with Applicable City Preferences

- a. General Public - COP
- b. General Public - DTHP
- c. General Public - NRHP
- d. General Public - Live/Work

4. Tier 4 - General Public without Applicable City Preferences

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Exhibit C – Income Limits and Rents

Please see attached income limits and rents.

TBD

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Exhibit D – Special Waiting List Policy

N/A

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Exhibit E – Reasonable Accommodation Policy

Management recognizes its obligations to reasonably accommodate individuals with disabilities in all phases of its operations. This includes employees, applicants for housing and residents currently in housing operated by MidPen Housing.

The Reasonable Accommodations requirements are expressed in the Fair Housing Act Amendment of 1988 as promulgated by the Department of Housing and Urban Development (24 CFR Parts 14 et seq.) with respect to applicants for occupancy in our housing and current residents of our properties.

In accordance with these regulations, and in recognition of our obligations, MidPen Housing hereby puts forth this Reasonable Accommodations Policy as follows:

1. Management will make reasonable accommodations, which are changes, exceptions, or adjustments to a program, service, building, dwelling unit, or workplace that will allow a qualified person with a disability to participate fully in a program, take advantage of a service, live in a dwelling, or perform a job.
2. Management will make accommodations that are both reasonable and necessary to afford an individual with disabilities equal opportunity. In order to show that a request is necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.
3. Management will determine whether a request for accommodation is reasonable and may propose an alternative that is equally as effective in affording equal opportunity.
4. In order to be eligible for a reasonable accommodation, an individual must be considered disabled as defined by Federal Law. *A person with disabilities is defined as someone who has a physical or mental impairment that substantially limits one or more major life activities; is regarded as having such an impairment; or has a record of such an impairment.*

Major life activities include but are not limited to: seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking and working.

5. Normally a reasonable accommodations request should be submitted in writing, but whenever a resident, applicant, or employee makes it clear that a request is being made for an exception, change, or adjustment to a rule, policy, practice, service, or physical structure because of their disability, management will consider the request. Reasonable Accommodation requests can be made by the person with the disability, a family member, or someone else acting on the individual's behalf.

It is usually helpful for both the individual with the disability and management if the request is made in writing. If the individual with a disability requires assistance in providing a written reasonable accommodation request, management will assist the individual with disabilities with this request.

6. Upon receiving the request, management will attempt to verify that the applicant/resident/employee meets the definition of a person with disabilities listed above,

and needs the accommodation in order to benefit from the programs, or services offered at this community unless the disability is obvious or otherwise known to the provider and the need for the accommodation is readily apparent or known, in which case no verification is required.

7. Management will respond in writing, and in a manner deemed most understandable to the applicant/resident/employee.
8. Management does not, by law, have to honor a reasonable accommodation request that would result in:
 - a. A fundamental alteration in the nature of the program. This means that management does not have to provide services that are not presently being provided. In such case, the individual may obtain the service(s) on their own.
 - b. An undue financial burden. This determination will be made on a case-by-case basis, involving various factors, such as the cost of the reasonable accommodation, the financial resources of the property, the benefits the accommodation would provide the requester, and the availability of alternative accommodations that would adequately meet the requester's disability-related need.
 - c. An undue administrative burden. This means the accommodation would not easily be accomplished with existing staff and would require the hiring of additional staff or would result in a reduction in services to other residents.
9. If an accommodation request falls into one of the three categories in (8) above, management will endeavor to identify an equally effective means of meeting the individual's needs. Reasonable accommodations are based on need, not a preference. Management may also, where a request is denied for reasons permitted by law, allow the individual to make modifications at their own expense.
10. Management will allow assistance and companion animals. Management will verify the need for the assistance or companion animal (unless the need is readily apparent or already known), and the resident is responsible for the conduct of the animal at all times in a manner consistent with the lease.
11. This Reasonable Accommodation Policy also applies to employees with disabilities who meet the definition of disabled contained in this policy. Employees with disabilities shall, subject to the limitation described in (8) above, be eligible for reasonable accommodations that will permit them to perform the essential functions of the job.
12. Consideration of all accommodation requests shall be made on a case-by-case basis.
13. Individuals who believe they have been discriminated against in connection with this policy should contact the Section 504 Coordinator at MidPen Housing, 303 Vintage Park; Suite #250, Foster City, CA 94404.

Exhibit F – Transfer Policy

It is MidPen’s policy to manage our buildings with particular attention and sensitivity to the needs of our residents. Management’s intention is to provide and service quality housing, offer flexibility with regard to changing personal and family needs, and administer our housing programs fairly to everyone. Transfers are made without regard to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability, genetic information, age or any other arbitrary personal characteristic.

In-place residents awaiting transfer with an approved Violence Against Women’s Act emergency transfer will have priority and be transferred prior to all other in-place resident transfers and applicants from the Waiting List. Once emergency transfers have been resolved, in-place residents with approved Reasonable Accommodations will be transferred before all remaining in-place residents awaiting transfer or applicants from the community Waiting List. Transfer requests requested as a result of an approved Reasonable Accommodation have priority over all other in-place resident transfer requests and applicants from the external Waiting List. All transfer requests must be made and submitted in writing to management at the site using the **Transfer Request Form**. Transfer requests will be considered in the order received within each category below.

In-place residents with an approved unit transfer request (including approved Reasonable Accommodation requests) may refuse the first unit offered for the transfer. If the resident refuses a 2nd unit, they will lose their current position, and will be taken off the Transfer Waiting List. If they still wish to transfer, they must request a new unit transfer (or a new Reasonable Accommodation request for unit transfer) in order to be placed in the Transfer Waiting List. Extenuating circumstances may be considered to grant an exception to this policy.

Management-initiated transfers for reasons including under-occupancy or over-occupancy of a unit, or a non-disabled household living in a unit designed for a person with disabilities, are NOT eligible to refuse a unit transfer (refer to Waiting List Policy: Admissions).

Transfer Categories

Transfers will be considered for the following reasons:

1. **VAWA Emergency Transfer:** VAWA Emergency Transfers will be made in accordance with MidPen’s VAWA Emergency Transfer Plan (copy of policy available upon request).
2. **Reasonable Accommodation Requests:** Individuals with disabilities may require transfer to a unit designed specifically for persons with disabilities, to a unit that allows them equal opportunity to use and enjoy access to their housing, or to a unit that can accommodate a live-in attendant; this must be approved through the Reasonable Accommodation process.
3. **Change in Household Composition:** Changes such as an increase or decrease in family size may cause a household to be out of compliance with the specific community or program

occupancy standards. Households under or over occupying a unit will be required to transfer to the appropriate sized unit within 30 days of notification of availability.

4. HUD/Tax Credit Compliance: When necessary to remain in compliance with regulatory requirements, residents will be required to transfer to a unit with a specific income set-aside that coincides with household's income.
5. Other Compelling Reason: When management determines that a move is necessary, the reason will be documented, verified and approved by management (either by the Property Manager or Director of Property Operations) prior to initiating the transfer.

Residents who request to transfer under Category 4 must be in good standing and have no serious documented lease violations.

Good standing is defined as current on all rent and other charges and having no housekeeping deficiencies as verified on the most recent unit inspection.

Serious lease violations include, but are not limited to damage of property, failure to pay rent on a timely basis, and violating the peaceful enjoyment of neighbors.

This policy is subject to revision to comply with any change in Fair Housing/Civil Rights regulations, or other housing program requirements.

Exhibit G – Pet Policy

A pet is a “small domesticated animal commonly kept in residential settings.”

Pursuant to California Health and Safety Code 50466, a resident will be permitted to own or otherwise maintain one or more common household pets within the resident’s dwelling unit, subject to applicable state laws and local government ordinances related to public health, animal control, and animal anticruelty.

These Pet Rules do not apply to service animals, which are animals specifically trained to aid persons with disabilities. A separate agreement governs those animals.

1. **Inoculation.** Every pet shall be inoculated in accordance with state and local law. Inoculation shall be the responsibility of the Tenant. Inoculations shall be current at all times, and evidence of current inoculation shall be provided to management as soon as the inoculation(s) is/are administered. It shall be the responsibility of the Tenant to provide evidence of inoculation on a timely basis. Failure of management to notify Tenant of the need for inoculation shall in no way relieve Tenant of the responsibility to obtain inoculations for their pet and to provide evidence of same to management. **California State Law states that all dogs and cats over the age of four months must receive the rabies vaccine every 3 years.**

MidPen Housing requires the following vaccines:

- a. Dogs: Rabies, Canine Distemper, Hepatitis, Parvovirus, and Bordatella for animals living in communities with other dogs.
- b. Cats: Rabies, Feline Distemper, Feline Calicivirus, and Feline Herpes.

2. **Registration.** Pet owners must register their pets with the management before the pet is permitted to be brought onto the property and must update the registration annually. Registration is the responsibility of the Tenant and failure of the management to remind the Tenant of the annual registration does not relieve the Tenant of the responsibility for registration. Pet owner’s failure to register pet may result in a Lease Violation and the animal’s immediate removal from the community. Registration includes the following information:

- a. Certificate of inoculation.
- b. Information concerning height, weight, breed and appearance of the pet and confirmation that it is a common household pet – caged bird, fish in a tank not larger than 20 gallons, or cat or dog meeting the adult weight limitation of 30 pounds. Any animals larger than 30 pounds must be permanently removed.
- c. A picture of the animal.
- d. Name, address, and phone number of at least one responsible party who will care for pet if owner is deceased or otherwise unable to care for pet.

3. **Pet Size and Type.** Pets shall be limited to common household pets, here defined as a domesticated cat, dog, or a caged bird – none of which may exceed 30 lbs. when fully grown. No Pit Bulls, Rottweilers, or Doberman Pinschers are permitted. Prohibited breeds of

birds include Macaws, Cockatoos, Parrots, and Conures. One fish tank may be kept so long as the tank does not exceed 20 gallons. No reptiles or rodents shall be permitted.

4. Number of Pets Permitted. Only one pet is permitted per household. Exceptions to the number of pets per household will be made in accordance with CA H & S Code 50466 and other applicable program requirements.
5. Neutering Requirement. Cats and dogs must be neutered before bringing onto the property. Evidence of neutering must be provided to management prior to acceptance/approval of pet.
6. Pet Restraint. All pets shall be on a leash, effectively and appropriately restrained under the control of a responsible household member while in the common areas of the property. Pet restraint includes effective control to insure that pets do not scratch, claw, or bite any person(s) on the property and do not scratch, claw, or bite furniture, walls, doors, plants, and plant materials. Pets shall be on a leash and supervised at all times when outside a Tenant's apartment. Pets shall be restrained in the Tenant's apartment during any inspections.
7. Sanitary Requirements and Standards. The following sanitary standards govern the disposal of pet waste. Failure to comply with these requirements constitutes a violation of the Lease and may result in a requirement to remove pet from premises permanently or termination of the tenant's Lease.
 - a. Pet owners shall immediately and appropriately dispose of pet waste deposited anywhere in the property. Appropriate disposal includes wrapping waste in paper or plastic and depositing in appropriate trash containers. Wrapping or bag must not be wet on the outside when deposited into the trash.
 - b. Pets may under no circumstances be permitted to deposit waste on the lawns, planting areas, flowerbeds, side of buildings or any other area that is not specifically for the deposit of pet waste. Failure to restrain the pet from this activity is a violation of the Pet Rules and will be grounds for removal of the pet from the property.
 - c. Once per day, pet owners shall remove waste from litter boxes and wrap in paper or plastic, immediately depositing same into appropriate trash containers. Wrapping or bag must not be wet on the outside when deposited into the trash.
 - d. At least twice per week, pet owners shall clean birdcages and/or change litter boxes. Refuse shall be placed into appropriate container, immediately depositing same into appropriate trash containers. Birdcage or litter box wrapping must not be wet on the outside when deposited into the trash.
8. Pet Care Standards. The following pet care standards shall be observed.
 - a. Tenants shall not take pets into recreation/community rooms, kitchens, offices, or public restrooms.
 - b. Tenants shall not permit pets to climb or sit on any furniture in common areas.

- c. Tenants shall control and limit noise and odor caused by pets. Complaints by other Tenants shall result in a Notice of Pet Violation, which must be resolved, or the pet must be removed from the property.
- d. All pets shall be licensed in accordance with state and local requirements and shall wear appropriate identification at all times.
- e. No pet may be left unattended in a Tenant's unit for extended periods of time.
- f. All pets shall be restrained during unit inspections and when work is performed in the unit.
- g. No Tenant may keep any pet on a temporary basis. "Pet-sitting" shall not be permitted and no visiting pets are allowed.
- h. Pet burials are prohibited within the property.

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Exhibit H –Criminal Background Screening Requirements

Once the property has evaluated and confirmed all other applicant eligibility criteria, the property will run a background screening, including criminal history, in compliance with Article 49 of the San Francisco Police Code, also referred to as the San Francisco Fair Chance Ordinance. The property will “screen in”, rather than “screen out”, applicants who have criminal record as per San Francisco police Code, Article 49, Sections 4901-4902, or the Fair Chance ordinance.

1. The property shall not automatically bar applicants who have a criminal record in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
2. The properties conviction review will be limited to a period of no more than seven (7) year.
3. In making its housing decision as to the applicant, the property shall conduct an Individualized assessment of only "Directly-Related Convictions" and "Unresolved Arrests," as those terms are defined by Section 4906 of the San Francisco Police Code, the time that has elapsed since the Conviction or Unresolved Arrest, and any evidence of inaccuracy or "Evidence of Rehabilitation" or "Other Mitigating Factors," as those terms are defined by the San Francisco Police Code, Article 49.
4. Prior to taking any negative action or denying the application for housing, the property will provide the applicant household a copy of the background report and identify the particular convictions or unresolved arrests on which the negative action would be based. The property shall also provide to the applicant a copy of the notice described in San Francisco Police Code, Article 49, Sections 4907(b) and (c).
5. The property will give the applicant household fourteen (14) calendar days to respond orally or in writing to provide evidence of rehabilitation, mitigating factors, or inaccuracy in the report, delay any negative action for reasonable time, and reconsider in light of the applicant's response. (The Property will notify the individual and/or applicant household of any final negative action in writing).
6. The property will not require an applicant to disclose on any housing application or inquire about the fact or details of any "Conviction History" or "Unresolved Arrest," as those terms are defined by the San Francisco Police Code, Article 49, or any of the six "off-limits" categories set forth immediately above.
7. The property will consider:
 - a. The individual circumstances of each applicant, and
 - b. The relationship between offense, and

- i. The safety and security of other tenants, staff and/or the property, and
 - ii. Mitigating factors, including, but not limited to:
 - 1. The seriousness of the offense,
 - 2. The age and/or circumstances of the applicant at the time of the offense,
 - 3. Evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from parole or probation officer, employer, teacher, social worker, medical professional, or community leader,
 - 4. If the offense is related to acts of domestic violence committed against the applicant, and/or
 - 5. If the offense was related to a person's disability
8. Disqualification may also result from
- a. A criminal report that demonstrates unresolved arrests or a history of convictions for burglary, robbery, vandalism, violence, or other crimes against persons or property in the last seven (7) years may be a basis for disqualification.
 - b. Rental history reports of:
 - i. The applicant's (or member of the applicant's household) illegal use of a controlled substance within the last six (6) months; or
 - ii. the applicant's (or member of applicant's household) abuse of alcohol that resulted in the exhibition of abusive or violent behavior on the property and/or that interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents or staff; or
 - iii. the applicant's violation of house rules pertaining to maintaining the cleanliness of the unit or common areas or refusing to abide by lease or house rule provisions concerning pest control.

Exhibit I –Mitigation Process

Mitigating Circumstances Policy

In the event an applicant fails to meet one or more of the Resident Selection Criteria and the application is rejected, the Property may consider admitting the applicant and approving the application through consideration of mitigating circumstances or by applying reasonable accommodations if requested by applicant. During the consideration meeting an applicant will then have the opportunity to explain why their negative background problem occurred and what has changed so that similar incidents will not recur. Decisions will be based on committee's assessment of applicant's capacity to comply with the lease and considerations outlined in section 7 of Exhibit H.

Mitigating circumstances are verifiable facts that would overcome or outweigh information gathered in the resident selection process. The verifier must corroborate the reason(s) given by the applicant for the disqualifying circumstances, and indicate that the prospect for lease compliance in the future is good because the reason for his/her disqualifying circumstances is either no longer in effect or otherwise controlled.

Exhibit C
Principles for Employment-Based Housing

All marketing information, including but not limited to the Resident Selection Criteria and Marketing Plan, and leases, for Educators and District Employees shall include language to the effective of, thereby ensuring compliance with the below central principles, and which the Tenant agrees to enforce in good faith:

1. Tenant and Educator and District Employee tenants shall acknowledge that the Project is to provide housing for District Educators and Employees who are currently employed by the District at commencement of his or her residency at the Project.
2. Educator and District Employee (or his or her household's) eligibility for a unit in the Project is dependent upon the Educator and District Employee tenant being a current District Educator or Employee at the time of application, commencement of his or her residency, and on each annual recertification, except when tenant is a Retired Educator and District Employee as defined below ("**Continuous Employment Requirement**"). A "Retired Educator and District Employee" means any Educator or District Employee who, after entering into a lease for a unit at the Property, has separated from District with the reason of retirement from work, including submitting a formal retirement request which was approved by the District. Compliance with the Continuous Employment Requirement is a substantial and material term of each lease for an Educator and District Employee tenant.
3. Tenant and Educator and District Employee tenants shall agree, except as may be provided by any applicable federal or state or local law, that if the Educator and District Employee tenant is no longer in compliance with the Continuous Employment Requirement, that the Educator and District Employee tenant (and his or her household if any) will vacate their unit within the remaining term of the existing lease or six months after the Educator and District Employee is no longer in compliance with the Continuous Employment Requirement, whichever is greater. The failure of any Educator and District Employee tenant (and his or her household, if any) to vacate their unit in accordance with such terms shall be "good cause" for landlord to terminate the tenancy of the Educator and District Employee tenant (and his or her household, if any) through eviction or other legal procedures. The Tenant, District and MOHCD agree that failure by an Educator or District Employee tenant to comply with the Continuous Employment Requirement would be considered a default of a substantial and material term under their lease, provided that the Tenant, District and MOHCD further acknowledge that a court order may be required to complete an eviction of a defaulting tenant.
4. Tenant and Educator and District Employee tenants shall acknowledge and agree that (a) nothing in Educator and District Employee tenant's lease or occupancy of a Project unit will affect, impact, alter, or amend their employment relationship if

Exhibit C
District/MOHCD Memorandum of Understanding

any with the District and (b) that Educator and District Employee tenant's lease or occupancy of a Project unit will not act as any representation or promise to the Educator and District Employee tenant or otherwise confer any rights or guarantees on the Educator and District Employee tenant regarding their employment with the District, and (c) that Educator and District Employee tenant's lease or occupancy of a Project unit will not restrict, impair, or impact District's ability/authority to manage/terminate employment to the extent otherwise permitted by law or any other applicable agreements.

5. The Continuous Employment Requirement will not apply to any tenant who, on initial occupancy of a residential unit, is not a District Educator or Employee as permitted by the Ground Leases.
6. Any changes to these principles are subject to District review and approval.