

# The *MISSOURIAN*

The Missouri Chapter of NAHRO Newsletter

June 2009

Published Quarterly

*From the Office of the Incoming  
President:*

**Darrin J. Taylor**

*Merry Christmas & Happy New Year*

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As 2009 is winding its way into the history books, it is time to start looking towards the future. I know right now you are recognizing that the days and months of this year—have flown by. Time moves quickly almost as fleeting as the changes that keep sweeping all of us up in a whirlwind of quandary as to what the future may hold.

So I'd like to ask you to step back for a minute to think not just of the last few months or year, but about the bigger picture and your part of it as—"Housers". There is a common ground here for all of us, based on personal responsibility and concern for others, faith in what you do, and a sense of service to others. Step back and remember the personal friendships, special moments, great accomplishments that are part of where you are today. These are the memories that will sustain you as we move forward into a new year.

New things are coming for each of us—new opportunities for which we are well prepared. Along with opportunity there will be many challenges, and for these, we must also be ready. We will look to our organization; and working together, we will collectively garner the education and tools necessary to get the job done. I hope that when called upon, you will be ready and willing to do your part.

In closing, I want to extend an invitation to all of you to become more involved in MONAHRO. We will be stronger as an organization and accomplish more as a result of your participation. Your ideas and suggestions do make a difference, for all of us. If you would like more information, please contact me anytime.

It is my sincerest wish that each of you has a Merry Christmas and a Joyous and Prosperous New Year!

Sincerely

Darrin J. Taylor, President

# ***MONAHRO OFFICERS***

President..... Darrin Taylor.....Lee’s Summit  
Senior Vice President.....Matt Moran.....Joplin  
Treasurer.....Mona AuBuchon.....Dexter  
Secretary.....Donna Lewis.....Rolla  
Vice President-Housing.....Robert Rorah.....Boonville  
Vice President-Professional Dev...Rick Waltemath.....Sedalia  
Vice President-Member Services...Wanda Peetoom.....Chillicothe  
Vice President-Commissioners.....Laura Hawley.....Springfield  
Vice President-CR & D.....Matt Moran.....Joplin

## ***Executive Board Members***

Nancy Nolker	Sharron Gargas
Diane Morris	Renia Mauldin
Paul Page	Phil Steinhaus
Reba Williams	Carol Branham
Doug Brown	

## ***Ex-Officio Past Presidents***

Paul Stark	Joe Frieze
Patty Van Weelden	Charles Marinec
Kenneth King	Allen Pollock
Bobby K. Henry	Judith Scarbrough
Donna Ragsdale Dunwoody	David K. Hayes
T. Ralph Stone	Tom Barnett

# ***Professional Development***

I hope everyone had a great holiday season and is ready tackle the New Year.

The Professional Development Committee is hard at work planning conferences and workshops for the coming year and 2011.

As we move into the New Year, we need to prepare for the many changes that lay ahead. The Professional Development Committee is working towards providing the meaningful training needed our MONAHRO members need to meet these changes. Our goal is to ensure the training provided at our conferences and workshops is indeed giving us the tools and information we need to effectively manage our agencies in these changing times.

The input of our members is vital to ensuring that the right training is provided at the right time. Your ideas and suggestions for training items are requested. Every suggestion is valuable! We are aiming for a well-rounded approach to training that will make us all successful and able to meet the challenges that lay ahead. Please email, fax me or call me if you have something you think should be included in our conferences. My email address is [shal@centralcomm.net](mailto:shal@centralcomm.net), telephone number is 660-827-1400 our FAX number is 660-827-1415.

## **Please note the following dates and locations for MONAHRO meetings in 2010!**

2010 Spring Conference  
March 15-17, 2010  
Holiday Inn Executive Center, Columbia

2010 Section 8/Public Housing Workshop  
May 20-22, 2010  
Inn at the Grand Glaize

2010 Fall Conference  
15-17 September 2010  
Ritz-Carlton, Clayton (St. Louis area)

2010 Maintenance Conference  
October 13-15, 2010  
Inn at the Grand Glaize, Osage Beach

For 2011 the following are tentative locations and dates:

Spring Conference  
23-25 March 2011  
Hilton Garden Inn  
Independence

Section 8/ Public Housing Workshop  
25-27 May 2011  
Inn at the Grand Glaize, Osage Beach

Fall Conference

21 – 23 September 2011  
Cape Girardeau area

2011 Maintenance Conference  
October 19-21, 2011  
Inn at the Grand Glaize, Osage Beach

Thank you for your support and see you at the conference and workshops.

Richard E. Waltemath, Jr., V-P Professional Development

## **MO-NAHRO HOUSING COMMITTEE NEWS**

**COMMUNITY SERVICE:** On November 25, 2009, HUD published PIH Notice 2009-48 concerning “Administering the Community Service and Self-Sufficiency Requirements (CSSR).”

Housing Authority ACOP revisions are probably required. The notice states that the eight hours of activity must be performed each month. It also states that an individual may not skip a month and then double up the following month unless special circumstances warrant it. It also states the Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. Housing Authority shall verify such claims. If a resident does not agree with the Housing Authority’s determination, he or she can appeal by following the Grievance Policy. Changes in exempt or non-exempt status of a resident shall be reported by the resident to the Housing Authority within ten (10) calendar days of the change.

Attached are two forms HUD included in the Notice that you may want to utilize.

**ARRA Remote Reviews Have Started in Missouri:** HUD Remote Monitoring Document Request OSRR and HUD Remote Monitoring Document Request – ESRR.

The strategy for non-troubled agencies includes a remote review for 100% of all the formula grantees no later than January 15, 2010. This review will evaluate grant initiation activities, use of funds, environmental compliance, procurement and grant performance. Although this review will be done remotely, it may still require submission of certain documents to complete the review. On-site reviews will also be conducted for agencies who meet the criteria identified in the non-troubled agency monitoring strategy. The on-site reviews will be conducted prior to February 15, 2010 and will further evaluate procurement compliance through contract administration and grant performance to ensure the Recovery Act Capital Grant formula funds are used for authorized activities and achieve program goals. The local field office will be in contact with you regarding the remote and on-site reviews.

**THANK YOU!** I want to thank everyone for volunteering to serve on the MO-NAHRO Housing Committee and hope you all had a wonderful and safe Holiday Season!  
Bob Rorah

# "What Home Means to Me" **Poster Contest**

National Association of Housing and Redevelopment Officials • Housing America Campaign

MO-NAHRO is proud to boast for the second year in a row that we have a WINNER! ***The 2010 "Housing America" Calendar will be featuring Colyn Chastain's "What Home Means To Me" poster!*** Colyn is from Clinton Missouri and was selected as the only winner from our seven state region to be in the 2010 Calendar. Colyn will also receive a \$100.00 Savings Bond and Framed Certificate from NAHRO! Way to go Colyn, everyone is proud to have you represent MO-NAHRO!

But lets not forget the other ***WINNING ARTISTS FROM MISSOURI!!!!!!!*** Here is a ***BIG CONGRATULATIONS*** for their artistic talents! And the MO-NAHRO Winning Artists are;

**K-5 State Honoree - Darrel Hurt - Boonville \$50.00 Savings Bond**  
1<sup>st</sup> Runner-Up Cameron Black - Springfield \$20.00 Cash  
2<sup>nd</sup> Runner-Up Kimberly Nelson - Springfield \$10.00 Cash

**6-8 State Honoree - Colyn Chastain - Clinton \$50.00 Savings Bond**  
1<sup>st</sup> Runner-Up Joshua Hutson - Clinton \$20.00 Cash  
2<sup>nd</sup> Runner-Up Gerold Bernal - St. Charles \$10.00 Cash

**9-12 State Honoree - Kayla Hutson - Clinton \$50.00 Savings Bond**

**All Prizes will be distributed before the 2010 Calendars arrive.**

# **Member Services**

Hope everyone had a relaxing fun filled holiday and are ready to come back to work and all the HUD reports, remote audits, on site audits, and anything else that someone thinks of.

We have not had an official meeting with the new group at this time, but we have been making plans for the coming year. I have recruited some new faces and hopefully they will bring some interesting ideas with them.

We are fortunate to have Southwest NAHRO VP for Member Services, Donna Lewis, Southwest NAHRO Vice Chair for Member Services, Sharron Gargas, and Southwest NAHRO secretary for Member Services, Anita Kennedy as members of our committee. We will be well represented or in line for a lot of "volunteer:" work at Southwest.

The Southwest NAHRO awards committee which meets the first weekend in May in Dallas for judging all Southwest awards will be represented by Wanda Peetoom, David Hayes, and Anita Kennedy.

I have talked a few folks into volunteering for sub committees and will be looking for more as the full committee meets in March. So I am encouraging everyone to please attend our meeting and help make the next two years a fun filled experience.

I will be getting out award information in the very near future. We will have to judge entries at the March meeting for presentation at the May meeting. I know in past years the entries have dwindled and believe it is because everyone is so over whelmed with regular work they don't have time for extra things.

The Southwest NAHRO Committee meeting will be held in New Orleans on January 27-29, 2010. Representatives from Missouri will be Chairman, Wanda Peetoom, Rhett Ehlert, Nancy Nolker, and Jim Jenkins. Rhett and Nancy are new to the Southwest scene, but am thankful for the interest and participation of new comers.

I have been in contact with Rick Waltemath, VP for Professional Development, and have some plans made for the first few meetings in 2010. We hope to work closely to provide timely and meaningful training as well as adding some fun things to our services.

If anyone has suggestions on what they would like Member Services to provide please let anyone on the committee know. I believe our range of services will include, but not limited to, registration table, name tags, products for sale, hospitality room, Missouri basket for Southwest NAHRO, assist with door prizes, awards judging and banquet, and anything else that is requested by the President.

Looking forward to seeing everyone in March in Columbia. It has been many years since I have chaired a committee so will work on polishing my skills before then.

Wanda M. Peetoom  
Executive Director  
Chillicothe Housing Authority  
320 Park Lane  
Chillicothe, Mo. 64601  
Phone: 660-646-3215  
Fax : 660-646-6399

## ***Commissioners Report***

Sharon Albrecht chaired the Commissioners Committee, along with Laura Hawley, the incoming VP of Commissioners. Approximately 18 commissioners attended this meeting and approximately 55 registered for the conference. The commissioners discussed many topics they would like to see training on in the future.

They also would like to see legislation to help clean up meth labs and the discussed the possibility of checking with insurance carriers to see if any riders might be available.

We also discussed NAHRO's "Train the Trainer" program. All were very supportive of additional training and several were interested in becoming certified. Some Housing Authorities would like to see training made mandatory and all would support MONAHRO having the "Train the Trainer" program, but not as mandatory certification.

Goals of the commissions were to have a more formal agenda and a list of relationships some commissioners might have with legislators.

We also have commissioners that have agreed to be on this committee as well as the SWNAHRO Commissioners Committee.

We had a large turnout for this conference. The reasons for such a great turnout were because of the location, accommodations, and a personal invitation from HUD.

# MHAPCI News Notes

December, 2009



## MISSOURI HOUSING AUTHORITIES PROPERTY AND CASUALTY, INC.

173 Chesterfield Business Parkway

Chesterfield, Missouri 63005

PHONE (636) 530-6181 FAX (636) 530-6942

e-mail: [mhapci@sbcglobal.net](mailto:mhapci@sbcglobal.net)

Website: [www.mhapci.com](http://www.mhapci.com)

### BOARD OF DIRECTORS

Allen Pollock, President

Carole King, Vice President

Reba Williams, Secretary

Diane Morris, Assistant Secretary

David Hayes, Treasurer

Carrol Lindley, Director

Jack McCord, Director

Susan Rollins, Director

Joyce Short, Director

### STAFF

Susan McNary, CEO

Susan Just-Jorens, Assistant to CEO

## FROM THE PRESIDENT.....

MHAPCI offers all lines of coverage for housing authorities. Some of these coverages are placed through other carriers because of the nature of the coverage.

**Health Insurance & Employee Benefits.** When MHAPCI got into the health insurance business, our program was put in place by Nick Blaine. In April, 2009, Nick left Daniel & Henry where he had been an owner/partner for a number of years, and moved his business to Wells Fargo Insurance Services. Since Nick had been MHAPCI's account manager and primary contact, his departure from Daniel & Henry left a void, and MHAPCI's Board voted to terminate the contract with Daniel & Henry and move with Nick to Wells Fargo in order to provide the necessary resources to service Members' accounts.

We continue to work with Nick and his associate, Mary Good, to improve services and pricing and to create a single large group, rather than the individual groups that we now offer participating Members. Nick believes that there may be some opportunity in the future for MHAPCI to provide a single large group, but that remains to be seen as National health care



reform legislation takes shape. In the meantime, as your broker of record, MHAPCI works with Nick and Mary to place coverage through Assurant Health, Blue Cross and Blue Shield, Cox Health Plans, GHP/Coventry, Housing Benefit Plans, Principal Financial and United Health Care.

We have also developed an excellent ancillary coverage program for employee benefits, including life insurance, disability insurance, dental insurance, and vision coverage. The life insurance program for your employees is guarantee-issue, up to \$100,000- no medical exam, and also includes a travel assistance program. Our long term disability product includes an employee assistance program. These ancillary lines of coverage are extremely competitive for pricing and coverage, and can be placed independently of any other insurance.

**Employment Practices Liability.** MHAPCI offers EPL coverage at a cost of \$3.60 per owned unit and \$1.20 per Section 8 unit to those Members who purchase Directors & Officers liability coverage. Effective July 1, 2010, this coverage will be restricted to those Members who have and enforce employment-at-will policies under which employees may be terminated without cause or justification. As you evaluate your risks and decide whether to purchase or continue to purchase EPL coverage, we recommend as a part of good risk management practices that our Members conduct a complete review of their personnel policies and practices to make sure that an at will policy is in place, understood by and being followed by Commissioners, Executive Directors and employees alike.

If you purchase EPL coverage and receive notice of a claim or lawsuit, or an investigation or proceeding by the Equal Employment Opportunity Commission or Missouri Commission on Human Rights, let us know immediately, so we may appoint legal counsel to represent you in connection with allegations of wrongful employment practices. This is one of the benefits and requirements of EPL coverage. As with any claim, it is important to promptly notify MHAPCI when an action, threat of an action, or possible claim is first made known to you.

### **Workers Compensation, Crime, Fidelity, Performance & Placement Bonds**

MHAPCI helps Members secure all types of insurance coverage and bonds. For example, MHAPCI places workers compensation insurance for its Members through Missouri Employers Mutual (MEM). If you are a smaller employer, MHAPCI can provide favorable rates through this placement.

If you are entering into a contract to construct a public works project, the cost of which is expected to exceed \$25,000, and you need to obtain a payment bond as required by §107.170 RSMo to ensure that subcontractors and material providers will be paid, just let us know and we will make the necessary arrangements and help you fill out the forms.

In short, MHAPCI is committed to providing quality, cost-effective risk management services for our Members. These are not just empty words that are contained in our Mission Statement- we really mean this!

*Allen Pollock*  
**President**

# Loss Prevention Corner

## Documenting Indemnification by Contractors

Housing Authorities enter into many different kinds of contracts and arrangements where there is potential exposure to the Authority. In order to provide protection, contracts usually call for one or both parties to indemnify the other for losses for which they are responsible. Often these agreements are backed up by a requirement that a party to the contract (typically, the tenant or service provider) provide insurance naming the other party, such as the property owner or customer, as an additional insured.

These agreements can be crucial, particularly where the Housing Authority's own insurance contains an exclusion of the activity in question. For example, one of the major exclusions in MHAPCI's Scope of Coverage document is for claims and damages arising from the operation of a child care or day care center. Since child care and babysitting are not covered, if a Member allows or arranges for child care services to be provided in the Authority's community room, it would be prudent for the Authority to require the individual or company to extend protection to the Authority under the child care service provider's insurance policy.

Questions often arise as to the amount of coverage and the form of documentation needed. We generally recommend limits of \$2,000,000 per occurrence, and that reference to the specific project be included in the endorsement if construction is involved. Keep in mind that the contractor may be relying upon a policy to cover a number of different projects, and that there may be other customers competing for the limited protection. That is why the specific project should be listed.

Secondly, read the proof of coverage document carefully. Often a certificate of insurance is used that contains a disclaimer stating that the certificate is provided for "information only and confers no rights upon the certificate holder" and that it does not "amend, extend or alter the coverage afforded by the policies." Certificates such as these cannot be relied upon as proof of insurance coverage for the Authority. Instead, an endorsement should be demanded by the Authority and issued by the carrier to show that the Authority has been added to the insurance policy as an additional insured, that the policy is in force and that the Authority will be given advance notification of cancellation. This will generally reinforce the promises set forth in the contract of indemnity by providing the additional insured with rights under the policy.

Finally, it is important to review the documentation annually and confirm that coverage is still in place and current.

# MHAPCI Board

MHAPCI has elected a new slate of officers. Effective January 1, 2010, Carole King will serve as our President and Jack McCord will hold the office of Vice President. Reba Williams and Diane Morris will assume another term as Secretary and Assistant Secretary, respectively, and David Hayes will continue in the office of Treasurer.

MHAPCI thanks Allen Pollock for his many years of hard work on behalf of the Members as the President of the Board of Directors of MHAPCI. Allen has decided to step aside as President, but will continue as a member of the Board of Directors.

# MHAPCI Partners

## **Employer Group Medical Insurance...How does the renewal process go?**

By Nick Blaine, Wells Fargo Insurance Services

In 2004, MHAPCI engaged the services of Nick Blaine at Daniel and Henry, an insurance agency in St. Louis, to assist with the placement of health insurance and related products for our Members. Since that time, Nick has moved to Wells Fargo and continues to work with MHAPCI for the placement of employee benefits for Members.

We have placed the health insurance for over 40 Housing Authority Members; and place stand-alone coverages for dental, life, disability, vision and other services for additional Members. During this process we continually look for opportunities to improve the products and services which are provided to MHAPCI's Members. Given the volatility of health care services in the United States, prospect of major changes, and rapid escalation of cost, the renewal process can be very difficult and is often frustrating.

Here is how the process should go:

Your current medical insurance carrier begins the renewal process 90 days in advance by reviewing each Employer Group's own claim experience and developing a loss trend forecast for the coming 12 months from various covered participants' claims, diagnosis, and medications, and compares that trend with other employers of similar size. Your current carrier then sets the Housing Authority's renewal rate.

Current medical inflation trend runs approximately 12-15% per year. Renewal rates below trend mean your group is a healthy one. Renewal rates above trend mean you are forecast to have claims greater than the average of your peers. Only Employer Groups of 51 employees and greater can get actual claim information from their carrier. This is a requirement of Missouri law.

The second step is for the Medical Carrier to communicate the renewal rate and various plan options to you and your broker. Sometimes you may receive the letter from the carrier before we do, so if you do not hear from us shortly after you receive your letter, please give us a call. The goal is to have the renewal package ready 60 days before the renewal, but this process often can lag by a week. During the heaviest renewal period, (the renewal months of December, January and February), the review time may be 45 days or less because of the volume of renewals.

The third step is for you to review the renewal package with your broker, considering plan change options and whether to seek proposals from other carriers. If the price tag for your renewal is above the 12-15% trend, it makes sense to get other proposals. To accomplish this, Authorities must complete a census form (including name, age, and basic information) for all employees and their covered dependents. Based on the information contained in the census form, a carrier will furnish a rate proposal. A different census form may have to be completed for each prospective carrier. For Employer Groups under 50 lives, you will get rate

proposals that **have not** been underwritten. To get firm rates, individual health statements must be completed for all covered employees and dependents.

The process of getting the individual health statements can take several days or more, and the underwriting process by the carrier usually takes 1-2 weeks after that. Since the carriers cannot provide firm rates without the individual health statements, to avoid any unnecessary delays, it is imperative that you have your employees fully complete the forms and return all of them to us as quickly as possible. In total, the amount of time it takes to obtain quotes from other companies can easily be three weeks or more.

While it is our goal to have alternative proposals in your hands at least 30 days in advance of your renewal date and we recognize that even more time is desirable, this objective is not always attainable. We strive to get the information to you as quickly as we are able to get the quotes from the carriers and have the opportunity to compare your options so that you can make the necessary decisions.

The next step is for you to evaluate the proposals as well as the competing carriers' "In Network" providers, since there is usually a coverage penalty for using "Out of Network" providers while in your area.

The final step is for you to make your renewal decision and communicate with your employees if there is a change in carrier, benefits, or employee premium contribution.

It is our goal to provide each Member with the best resources available to assist in obtaining the best coverage for their employees at a fair price. If, at any time, you need assistance with the process, Nick Blaine [nick\\_blaine@wellsfargois.com](mailto:nick_blaine@wellsfargois.com) and Mary Good [mary\\_good@wellsfargois.com](mailto:mary_good@wellsfargois.com) at Wells Fargo, Susan McNary [mhapci@sbcglobal.net](mailto:mhapci@sbcglobal.net) and Susan Jorens [mhapci2@sbcglobal.net](mailto:mhapci2@sbcglobal.net) at MHAPCI are prepared to help.

## LEGAL CORNER

### EMPLOYMENT-AT-WILL POLICIES

Joann N. Dyroff, General Counsel

In the last ten years, employment claims and litigation concerning the employment relationship have increased dramatically for not only public entity employers but also private sector employers. Dissatisfied and disgruntled employees find it easier today to procure attorneys since most employment laws applicable to public entities provide that successful employees will be awarded attorney fees and costs in pursuing the claims against employers. Generally, public employers, including PHAs, confront the same issues as private employers, but have the additional burden to ensure that they do not violate an employee's constitutional and other statutory rights imposed upon public employers. Employment claims and employment litigation have become an area of great concern for the public employer since these types of claims are costly to defend, with the average cost of defense being between \$50,000.00 and \$150,000.00 per claim. For this reason, all public employers have been forced to monitor and enforce their employment practices and procedures to attempt to minimize claims by employees and to prevent time consuming and costly litigation.

One way for PHAs to reduce the risks in this area is to be sure that all employment with the PHA is "Employment at-Will". Missouri is an "Employment-at-Will" state, which means that an employee may be hired and fired at any time for any reason, unless it violates certain anti-discrimination statutes.

Historically, employees who were not indentured servants (where they were bound to perform services for a set period of time) were free to quit their positions at any time. Employers were also free to fire an employee, or change the terms of his employment, for any reason. The

courts began to call this arrangement “employment-at-will”, and certain states, including Missouri, adopted this position as the law governing employment relationships.

However, an employer can put into place a written agreement or policy that changes the terms of employment from employment-at-will to employment on a contractual basis, subjecting the employer to an action by the employee if the employer terminates the employment relationship.

If an employer chooses to enter into a written agreement with an employee for a definite term, the employee nevertheless has the right to quit: the courts will not force an employee to continue to work for a particular employer even though they have signed a written contract.

However, the employee may have to pay a penalty for terminating the contract early.

Likewise, if the employer fires an employee who was covered by a written contract, the courts are reluctant to force an employer to rehire the fired employee if the employer is strongly opposed to rehiring the employee. However, if there is a written contract or policy concerning termination, the employer who wrongfully terminated the contract may be required to pay penalties or damages to the employee.

Employees who do not have a contract or agreement with a defined term of employment are deemed “employees-at-will” and can be discharged by their employer for cause, or without cause, and the employer will not be liable for wrongful discharge unless the employee falls within the protective reach of a contrary statutory provision. Generally, an at-will employee cannot maintain a claim for wrongful discharge against an employer because he may be terminated for no reason, or for an arbitrary or irrational reason, or with or without cause. To defeat the employee-at-will doctrine, an employee must establish the essential elements of a breach of a valid employment contract, including a term of employment. Consequently, for a public entity to preserve the employment-at-will doctrine, it must be careful not to create either an actual or an implied contract that could provide the basis for a right to continued employment.

In order to provide the greatest protection from employment litigation, a PHA can take the following steps:

- When hiring an at-will employee, the employee should sign an offer letter that makes it clear that the employment relationship is at will.
- Generally, PHAs should not have employees sign an employment contract. If a written contract is needed for other purposes, it should nevertheless state clearly that the employee is an employee-at-will, and that nothing in the terms of the employment contract changes that relationship.
- PHAs are encouraged not to adopt provisions for “probationary employment” and “permanent” employment.
- PHAs should consider adopting rules and regulations governing employees in an employee handbook and/or manual. A properly drafted employee handbook and/or manual will help the PHA to avoid successful implied contract claims by employees-at-will attempting to assert a wrongful discharge claim. However, rules and regulations in an employee handbook and/or manual should be followed and applied to all employees in the same manner. Issues that should be addressed in an employee handbook and/or manual concerning employment-at-will include the following:
  - PHAs should adopt a policy in the employee handbook and/or manual noting that all employees’ employment is “at-will,” that the terms and conditions of employment can be modified at the PHA’s discretion, and that all employees can be terminated with or without cause;
  - If the PHA elects to adopt grievance procedures and/or progressive discipline policies, the PHA should include a disclaimer in each policy noting that the employee’s employment is still “at-will” and that the employee can be terminated with or without cause regardless of the policies concerning grievances and/or progressive discipline; and

- The PHA should require that all employees sign a written receipt confirming receipt of the employee handbook and/or manual and that the employee has read the manual and understands that employment is at-will and that neither the employee handbook and/or manual nor any other oral or written employment policy will create any contractual or other legal rights for the employee.

Effective July 1, 2010, employment practices coverage provided by MHAPCI will exclude any claims which occur under personnel or other policy, employment contract, or practice which is based on anything other than an “at will” employment doctrine. If a PHA does not have an “at will” provision in its policy and chooses not to adopt such a policy, it should not purchase coverage from MHAPCI for employment practices.

Proposed draft language which a PHA may insert into a personnel policy is included below. In addition, a PHA should examine the rest of its policy to determine if it contains any language which would conflict with an “at will” employment arrangement. MHAPCI also has available a draft personnel policy which may be used. As always, each PHA should have its own attorney review any policy prior to adoption.

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**SAMPLE EMPLOYMENT AT WILL POLICY STATEMENT**  
(to be included in personnel policy manual)

**NOTE: THIS SAMPLE IS FOR PURPOSES OF ILLUSTRATION ONLY, AND SHOULD NOT BE CONSIDERED TO BE LEGAL ADVICE. OVERALL POLICY REVIEW AND CONSULTATION WITH LEGAL COUNSEL IS RECOMMENDED.**

Your employment with \_\_\_\_\_ Housing Authority is a voluntary relationship, and is subject to termination by you or \_\_\_\_\_ Housing Authority at will, with or without cause, with or without notice or hearing, and at any time. The terms and conditions of your employment can be modified at the discretion of the \_\_\_\_\_ Housing Authority. This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of \_\_\_\_\_ Housing Authority employees.

These personnel policies are not intended to and will not be considered to be a contract of employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date of Employee Signature

# ***Senior Vice President's Report***

December 2009

"Season's Greetings" to my friends in MO NAHRO World.

As we look toward a new year, it's a great time to reflect on our blessings and re-set our goals and priorities going forward.

One of the things that strikes me every year is the amount of work that gets done in a year's time at my housing authority. It's probably the same at your place. It takes a lot of time, effort and commitment by good people to make it all happen.

Please take note of action alerts and other messages that come out as legislative issues are being considered that will affect us and the people on our programs. With regard to funding, the timing of our communications with legislators is critical. We know funding will continue to be a challenge in 2010 (and beyond). The ARRA grants helped with capital project needs, but more is needed.

Currently we're all waiting to know what exactly our funding will be in 2010 for our various programs. According to a recent note, we are getting a twelfth of our 2009 HAP total for the months of January and February (2010). Generally, reports are that most of us can expect more in 2010 for our programs than we received in 2009. Hopefully that becomes a trend for a while, because we know that everything costs more each year.

For those of you that follow such things, the Missouri Legislature is considering issues that may affect some of our members. In the House of Representatives, there is a resolution (House Joint Resolution No. 52) regarding eminent domain and another (No. 53) regarding nuisance abatements and resulting liens. In the Senate, there is a bill (Senate Bill No. 584) regarding adjustments to the State tax-credit programs and another (No. 626) regarding discrimination law and the inclusion of "sexual orientation" to be listed along with "race", "gender", "religion", etc.

One of my resolutions for the new year is to improve my ability to advocate for our programs and the people they serve. I invite others to do the same. The quality of our work is the most important thing we do to advocate, but most of us can do more to share information that is needed by our legislators, especially when decisions are being made about funding. Check out NAHRO's advocacy page and see how they're making it easier for us. Now might be a good time to check and see if your legislators will be available in their home area before Congress goes back into session in January.

2009 has been a tough year for many people. Here's hoping 2010 is better for all of us, but especially for those that struggled this year.

Respectfully submitted,

**Matt Moran**