

**MEMORANDUM OF UNDERSTANDING LOCAL TENANTS ASSOCIATION
AND
THE GREAT BARRINGTON HOUSING AUTHORITY**

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09/15/92

MEMO OF UNDERSTANDING
BETWEEN
GREAT BARRINGTON HOUSING AUTHORITY
AND THE LOCAL TENANTS ASSOCIATION

I. PRELIMINARY STATEMENT

1. Parties. This agreement is made between Great Barrington Housing Authority (the Authority) and the Local Tenants Association (the Tenant Organization/LTO) This agreement recognizes and implements the Authority's obligation to encourage tenants, through their duly recognized organizations, to participate to the fullest extent possible in the administration of public housing.
2. Regulations. This agreement is subject to applicable Regulations and Handbook Provisions of the Executive Office of Communities and Development (EOCD).

II. RECOGNITION

1. Powers of Tenant Organization. The Authority recognizes the Tenant Organization as the official representative of the tenants residing in Authority properties, with the power to negotiate on all matters that affect residents of Tenants. This includes, but is not limited to, maintenance needs, complaints about Authority employees, modernization and rehabilitation planning, and community facilities at the development level.

III. MEETINGS

1. Periodic Meetings. The Executive Director of the Authority or his/her designee may meet quarterly with representative(s) from the Tenant Organization. This is to discuss issues of concern to the parties and to carry out the requirements of this Agreement and applicable regulations. The agreements at this meeting shall be subject to Board approval at the next scheduled Board meeting.
2. Meeting Schedule. The date for the first meeting will be set at the signing of this document. At each meeting, the date will be set for the next meeting. When the need arises additional meetings may be held with the consent of both parties, or may be called by either party with ten days written notice to the other party. Any scheduled meeting may be cancelled only with the consent of both parties, or for emergency reasons.

IV. INFORMATION

1. Information to Be Provided. The Authority shall, upon request, provide the Tenant Organization with a copy of public records and documents that relate to the administration of the elderly public housing programs and other related programs operated by the Authority. This includes, but is not limited to, periodic reports such as the Authority's Annual Report and leasing and vacancy reports; contracts for financial assistance; financial statements and summary sheets of operating budgets; non-confidential correspondence between the Authority, Regulatory Agencies,

and other agencies; specifications for bids; schedules for community activities; and any reports and studies regarding management policies.

2. Method of Providing Information. The LHA shall permit an LTO to inspect all written policies, procedures, rules, regulations, leases, and other forms in use at the LHA. Personal information, which is not public, shall not be made available. The LTO may request copies of documents subject to inspection, and the LHA shall not charge for these copies so long as the LTO's request for copies shall be reasonable in number and shall not specify documents of which the LHA has recently provided copies to the LTO.

V. AUTHORITY POLICIES AND PRACTICES

1. Posting. The Authority shall provide the Tenant Organization with a notebook that includes all policies, practices, and regulations of the Authority and EOCB that relate to tenants. In addition, these shall be on file on the Authority office. A conspicuous notice shall be posted in the office stating that any tenant may read the documents in these files during normal business hours.

2. Proposed Changes. Whenever an LHA proposes to adopt or amend a rule or policy which will affect the rights, status, duties or welfare of residents or to request a waiver of regulatory requirements affecting such rights, status, duties or welfare, the LHA shall first seek the LTO's advice and include the proposal as an agenda item for discussion at a meeting between the LHA and LTO as provided in (a) above. The LTO shall also be given reasonable opportunity to appear and make known to the Board any objection to such a rule or policy at a board meeting. The Board shall deal with each such objection on its merits.

3. Limitations. Any proposal for a change in policy which would have the effect of shifting responsibility for costs to tenants, imposing any additional charges on tenants, or shifting responsibility for payment for services to tenants shall not be made unless the Authority demonstrates that no less burdensome means of achieving its goals are available.

VI. FACILITIES FOR THE TENANTS ORGANIZATION

1. Office Space. Upon request and upon a demonstration of particularized need, an LHA, without charge, shall provide an LTO which represents residents in state-aided public housing with a reasonable amount of space suitable for use as an office, which in the LHA's discretion may be shared, if suitable space at the LHA shall be available for such purposes or can reasonably be made available for such purposes without significant cost or inconvenience to the LHA so long as the space is used by the LTO solely for purposes of such representation and is maintained by the LTO in a clean and safe condition and so long as the LTO's need for the space continues and the space is not reasonably necessary for the LHA's other needs.

2. Furniture, Equipment, Supplies and Telephone. The Authority shall provide for the Tenant Organization office a reasonable supply of office furniture and equipment. This

includes, but is not limited to desks, chairs, a typewriter, filing cabinets, lamps, and bookshelves. When the Tenant Organization has its own copy machine, the Authority shall supply consumables (paper, ink, etc.) and repair as necessary. When the Tenant Organization has no copy machine, it shall have reasonable access to the Authority copy machine, free of charge. If an LTO shall have made a documented demonstration of particularized need for local telephone service, upon presentation of the monthly statement, the LHA, without charge, shall reimburse an LTO, which represents residents in more than one hundred (100) state-aided public housing units, for the minimum cost of basic local telephone service so long as the telephone service has been used solely for local calls concerning representation of residents in state-aided public housing and for no other purpose and so long as the LTO's particularized need for local telephone service continues and is adequately documented when the LHA so requests.

3. Meeting Space. Whenever possible, the LHA shall make community space or other appropriate space available for LTO meetings. The LHA and LTO shall cooperate in securing meeting space and in scheduling so that LTO meetings may be held at places and times convenient for the residents.

VII. FUNDS FOR THE TENANTS ORGANIZATION

1. Funds for the Tenant Organization. Upon request the LHA shall fund all LTOs in a city or town at the annual rate of \$6.00 per public housing unit occupied or available for occupancy by residents represented by such LTO(s) or an annual total of \$500.00 for all such LTO (s), whichever is more; provided, however, that the LTO(s) and the LHA may agree to total funding not to exceed \$6.00 per unit so occupied, if the LTO(s) shall have convinced the LHA of a need for additional funds.

2. Method of Providing Funds, Budget, and Report of Expenditures. At the beginning of the budget year, the Tenant Organization shall submit to the Authority a budget describing its proposed expenditures for the up-coming year. This budget will be authorized at the following Board meeting, and the Tenant Organization will receive funds within five working days of authorization. At the end of the budget year, the Tenant Organization shall submit to the Authority an annual report of the actual expenditures. Any funds not expended or committed by the Tenant Organization shall be returned to the Authority at the end of the budget year.

3. Authority Objections to Budget. If the Authority believes that any item contained in the Tenant Organization budget falls outside the scope of the legitimate business and activities of the Tenant Organization it may object to it in writing, stating the reasons for its objection. Such objection shall not affect the Authority's obligation to pay to the Tenant Organization an amount equal to the budget total minus the disputed item(s). The Authority and the Tenant Organization shall meet promptly to seek to resolve the dispute. If no agreement is reached, the budget as submitted by the Tenant Organization and the Authority's written objections shall be forwarded to the Regulatory Agency for resolution of the dispute.

4. Supplemental Requests for Funds. If the initial budget of the Tenant Organization is less than the funds available to it for that year, the Tenant Organization may make

supplemental requests for the remaining funds at any time during the budget year. The amount of funds requested and the purpose shall be stated in writing. The Authority shall pay the Tenant Organization the amount requested within five working days of its authorization. If the Authority believes that the request is not for a legitimate Tenant Organization purpose or activity, it shall object as provided in this section.

5. Other Funds. The Tenant Organization may raise its own funds and spend those funds as it deems appropriate. Other fundraising shall not affect the right of the Tenant Organization to claim the funds described above.

6. Technical Assistance. Upon request, the Authority shall make its accountant or financial officer reasonably available to the Tenant Organization to provide technical assistance on bookkeeping and accounting matters.

VIII. AUTHORITY BOARD MEETINGS

1. Notification. The LHA shall provide each LTO with reasonable prior notice of all regular and special board meetings and a copy of the agenda for each such meeting. The agenda for every meeting of the LHA shall provide a reasonable opportunity for the LTO(s) to be heard on agenda items so long as the agenda items directly bear on common rights, duties or interests of tenants and/or household members and not on grievable matters regarding individual tenants.

IX. BUDGET OF THE AUTHORITY

1. Tenant Recommendations for Budget. Whenever an LHA proposes to adopt or amend a rule or policy which will affect the rights, status, duties or welfare of residents or to request a waiver of regulatory requirements affecting such rights, status, duties or welfare, the LHA shall first seek the LTO's advice and include the proposal as an agenda item for discussion at a meeting between the LHA and LTO as provided in (a) above. The LTO shall also be given reasonable opportunity to appear and make known to the Board any objection to such a rule or policy at a board meeting. The Board shall deal with each such objection on its merits.

In the case of an application for modernization funds, the tenant participation requirements in 760 CMR 11.00 shall be followed by the LHA.

Prior to submitting a budget request to the Department the LHA shall first seek the LTO's advice and shall include the budget request as an agenda item for discussion at a meeting as provided in (a) above. The LTO shall also be given a reasonable opportunity to appear and make known to the Board its concerns with such budget request at a board meeting.

2. Resolution of Disputes Concerning Budget. Promptly after the Board's vote on a rule or policy, a request for waiver, or a budget request, for which approval by the Department is necessary, an LTO may communicate an objection or concern to the Department in writing, with a copy to the LHA, and the Department shall consider such objection or concern in determining its action on the matter.

X. TENANT ORGANIZATION ACTIVITIES

1. Right to Participate in Tenant Organization. The Authority recognizes the right of all tenants to organize and to join tenants' organizations. The Authority shall not in any way interfere with or discourage any lawful tenant organizing activities. It shall not seek to evict tenants or take reprisals of any kind against any tenant for organizing, joining, or participating in the activities of a tenants organization. On the contrary, the Authority shall encourage and assist tenants in their lawful tenant organizing activities. The Authority shall give each new tenant written information about the Tenant Organization. This will include the names and addresses of the officers of the Tenant Organization and an explanation of the role of the Tenant Organization. It will also include reassurances that, while the Tenant Organization is an independent organization not affiliated with the Authority, the Authority does support tenant participation in the Tenant Organization. The Authority will send the names and addresses of new tenants to the Tenant Organization within a month of their arrival at Family.

2. Meetings. Representatives of the Authority shall not attend any meeting of the Tenant Organization or any tenants meeting except upon invitation by an officer of the Tenant Organization.

3. Distribution of Literature. The Authority recognizes the right of all tenants to distribute literature and information to other tenants upon housing authority property. The Authority will permit representatives of the Tenant Organization access to all Authority buildings for the purpose of distributing or posting literature, flyers, or other communications and for the purpose of making in-person contact with other tenants.

XI. HIRING

1. Notice of Job Openings: The Authority shall send the Tenant Organization notification of any job opening at the Authority.

2. Screening Committee: Prior to filling a position (including promotions pursuant to an applicable internal promotion policy) in which the employee to be hired will have direct dealings with the residents, the Executive Director (or the LHA where the employee to be hired is the Executive Director) shall afford each LTO the opportunity to examine resumes of all candidates, to express the LTO's view of the qualifications of some or all of the candidates (such expressions shall be objective), to recommend one or more of these candidates to be interviewed, to participate in interviews of the candidates who are interviewed, and to make a recommendation about which candidate should be hired. In the event that the Executive Director or the LHA shall choose to conduct a preliminary screening of the resumes of candidates, the LTO(s) shall not have the opportunity to examine resumes of candidates eliminated by such preliminary screening. Without a prior written agreement which details specific procedures to be followed, the LTO shall not check a candidate's references, either commercial or

personal, contact his or her employers, past or present, independently arrange for an interview of a candidate, or conduct activities which infringe on the candidate's privacy.

XII. MAINTENANCE AND REPAIRS

1. Maintenance Obligations. The Authority shall at all times maintain all dwelling units and common areas in decent, safe, and sanitary condition consistent with the requirements of Article II of the State Sanitary Code and other applicable codes, standards, and regulations.

2. Repair Request. The Authority shall maintain written records of all tenant complaints concerning, and requests for, maintenance and repairs.

3. Repairs. When a tenant calls in a request, the complaint will be heard and recorded respectfully. The Authority is responsible for this respectful response from all maintenance employees, including any answering service contracted to take the calls. The Authority shall automatically provide (without the tenant needing to ask) the work order number. They will instruct the tenant to write the work order number down and to call back if the repair is not made promptly.

Authority shall make all non-emergency repairs requested by tenants within one week after receipt of the tenant's request, or provide tenant with a written, reasonable explanation for the delay. All emergency repairs will be made forthwith (meaning immediately, to be repaired at least within 24 hours of request.) .Emergency repairs include those relating to essential services such as heat, hot water, Water, sewage backups, and other conditions threatening health or safety, such as broken windows in winter, broken doorlocks, and broken doors. Each tenant shall receive a copy of the Authority's Emergency Procedures.

4. Periodic Maintenance. Once a year, Authority personnel will tour the outside of the development, noting maintenance needs. This tour shall include a maintenance worker for the development, a representative from the Tenant Organization, and the Executive Director.

The Authority shall formulate written plans for the periodic maintenance of buildings, systems and equipment, and appliances. At least twice yearly, the Authority shall furnish the plans to the Tenant Organization, which may make comments and suggestions. The Authority shall incorporate into its maintenance plans the reasonable needs, requirements, and suggestions of the Tenant Organization.

XIII. SECURITY

1. Application for Funding. Authority will discuss with the Tenant Organization various options for improving the security of public housing tenants. Together they will design a strategy to actively, ongoing seek funding for such projects through city, state, federal, or private means. If Authority chooses not to apply for such money as becomes available, they will inform the Tenant Organization in writing of their reasons to not apply, and agree to discuss it on request. The Tenant Organization agrees to assist in applying for security funding in any way possible.

XIV. TENANT GRIEVANCES

(1) Existing Procedures to Remain in Effect Until Amended or Replaced. Upon the effective date of 760 CMR 6.00, the grievance procedure then in effect at an LHA shall remain in effect and shall continue in effect unless and until the Department approves a new or amended grievance procedure. After the effective date hereof each LHA shall compare the provisions of its grievance procedure(s) with the provisions of 760 CMR 6.08(4) and shall initiate measures in order to achieve material compliance with those provisions.

(2) The Purpose of the Grievance Procedure. Each LHA shall have a grievance procedure, approved by the Department, of which the purpose shall be the prompt and reliable determination of grievances. An LHA's grievance procedure shall produce such prompt and reliable determinations of grievances. A grievance procedure, which in operation shall repeatedly fail to produce prompt and reliable determinations, shall be deemed deficient and shall be amended or replaced in the manner specified herein.

(3) Establishment, Replacement, or Amendment of a Grievance Procedure.

(a) Negotiation of Grievance Procedures. If no grievance procedure is in effect at an LHA or if an LHA or affected Local Tenants' Organization (LTO) believes that changes to or replacement of an existing grievance procedure are necessary or appropriate, proposals for establishment, replacement, or amendment of the grievance procedure may be made at any time by either the LHA or an affected Local Tenants' Organization (LTO). Establishment of a new grievance procedure or amendments to an existing grievance procedure shall be negotiated by the LHA and any affected LTOs and shall become effective upon the written approval of the Department.

(b) Approval of a Procedure Which Has Not Been Negotiated. In instances:

1. where the operations of an existing grievance procedure have repeatedly failed to produce prompt and reliable determinations,
2. where there is no operative grievance procedure and where the LHA and the LTO(s) have been unable to negotiate a new or amended grievance procedure, or
3. where an LTO shall have failed to take necessary steps for the proper functioning of a grievance procedure (such as naming a panel member willing and able to serve), the LHA may request that the Department permit it to implement the three person panel grievance procedure set out in 760 CMR 6.11: Appendix A. However, if it shall reasonably appear to the LHA that notwithstanding its own good faith efforts, a three person panel would likely not be promptly chosen if the 760 CMR 6.11: Appendix A procedure were in effect, the LHA may request that the Department permit it to implement the grievance procedure set out in 760 CMR 6.12: Appendix B which provides for a single hearing officer. As part of a request

that the Department permit the LHA to implement one of these two unnegotiated grievance procedures, the LHA shall specify the reason(s) for its request and shall describe its prior unsuccessful negotiations with the affected LTO(s). The LHA shall also specify the reason(s) why it believes that further efforts to negotiate a procedure would likely be unsuccessful. The LHA shall provide the affected LTO(s) with a copy of its request permission to implement one of the two unnegotiated grievance procedures.

Following receipt of the request, the Department shall give the LTO(s) a reasonable opportunity to respond in writing. The Department may also discuss the request with the LHA and the LTO(s). If the Department shall determine:

a) that the operations of the existing grievance procedure have repeatedly failed to produce prompt and reliable determinations of grievances or that there is no operative grievance procedure,

b. that the LHA is not primarily responsible for this deficiency, and

c. that further negotiations between the LHA and the affected LTO(s) appear to be unlikely to produce an agreement on a new or amended grievance procedure, the Department may give permission to the LHA to implement the three person panel grievance procedure set out in Appendix A or, if it shall appear to the Department that a three person panel would likely not be promptly chosen notwithstanding good faith efforts by the LHA, the Department may give permission to the LHA to implement the grievance procedure set out in 760 CMR 6.12: Appendix B, which provides for a single hearing officer.

(4) Requirements for Grievance Procedures. An LHA's grievance procedure shall provide for the following:

(a) Initiation of a Grievance. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant in writing and shall be mailed or delivered to the LHA at its main office within seven days after a notice of lease termination has been given to tenant by the LHA.

A grievance regarding whether participation in the MRVP or AHVP should be terminated shall be initiated by a program participant in writing and shall be mailed or delivered to the LHA at its main office within seven days after a notice of program termination has been given to the program participant by the LHA.

A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed or delivered to the LHA at its main office, or at a development office, if so specified, no more than 14 days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided that the LHA shall have discretion to permit a grievance to be initiated late.

The LHA shall permit additional time for initiation of a grievance if the LHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the LHA.

(b) Informal Settlement Conference. Promptly after the initiation of a grievance, unless otherwise provided, the LHA's executive director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The LHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the LHA. If a matter is not resolved at the informal settlement conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

(c) Hearing Date and Notice of Hearing. A grievance hearing regarding whether good cause exists for terminating a lease shall be scheduled within 14 days or as soon as reasonably practical after the date on which the LHA receives the grievance. A hearing of a grievance regarding some other issue, shall be scheduled as soon as reasonably convenient following receipt of the grievance. The LHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The LHA, the hearing panel, or the hearing officer may reschedule a hearing by agreement or upon a showing by grievant or by the LHA that rescheduling is reasonably necessary.

(d) Pre-Hearing Examination of Relevant Documents. Prior to a grievance hearing the LHA shall give the grievant or his or her representative a reasonable opportunity to examine LHA documents which are directly relevant to the grievance. Following a timely request, the LHA shall provide copies of such documents to grievant and, for good cause (including financial hardship), may waive the charge for the copies.

(e) Persons Entitled to be Present. The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the hearing panel or the hearing officer otherwise orders. The LHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the hearing panel or the hearing officer. At the hearing the LHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she shall be excluded. If the grievant misbehaves at the hearing, the hearing panel or hearing officer may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

(f) Procedure at Grievance Hearings. The hearing panel or the hearing officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing panel or the hearing officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the LHA shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The members of the hearing panel or the hearing officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and LHA rules and policies. The panel members or the hearing officer may request the LHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

(g) Written Decision: Effect of Decision. Within 14 days following the hearing or as soon thereafter as reasonably possible the hearing panel or the hearing officer shall provide the LHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, roles and/or policies. The decision shall be based on the evidence at the grievance hearing and such additional information as may have been requested by the panel members or the hearing officer. The LHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the LHA and shall be open to public inspection.

(h) Review by the LHA's Board. In cases where the decision concerns whether good cause exists for terminating a lease, there shall be no review by the LHA's Board. In other cases, in the event that the grievant or the LHA believes that:

1. the decision of the hearing panel or hearing officer is not supported by the facts:
2. the decision does not correctly apply applicable laws, regulations, rules and/or policies; or
3. the subject matter is not grievable, within 14 days of mailing or other delivery of the decision, the grievant or the LHA may request review of the decision by the LHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the LHA and grievant to make oral presentations and submit documentation. The Board may also permit the hearing officer or hearing panel to make a presentation. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within 45 days from the date a review is requested, the decision of the Board, when

rendered, shall specify a reason showing that there has been no undue delay.

(i) Review by the Department. In the event that the LHA's Board shall make a material change in a decision of the hearing panel or hearing officer, upon written request of the grievant made within 14 days of mailing or other delivery of the decision, the Department shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board.

(j) Effect of a Decision on a Grievance. The decision on a grievance shall be binding between the LHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the LHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

XV. SEPARABILITY

Each clause of this Memorandum of Understanding stands on its own. In the event that any clause shall be determined to be in violation of any law, that clause only shall be deemed of no force and effect. This will not impair the validity and enforceability of the rest of any clause, sentence, or paragraph in which the offending language may appear.

XVIII. TERM AND RENEWAL


1. Term and Renewal. This Agreement shall be effective for an initial period of one (1) years from the date of execution. It shall be automatically renewed for successive three (3) year terms, unless either party notifies the other in writing not less than one hundred and twenty (120) days before the expiration of any term that it wishes to re-negotiate the Agreement.

2. Notice Requirements. Such notice shall specify which section(s) of the Agreement the party sending the notice wishes to re-negotiate. It will include that party's proposal(s) for replacement sections(s). All sections not so specified for re-negotiation shall automatically renew as if notice had not been given.

3. Re-negotiation. The Parties shall make every reasonable effort, before the expiration of the term, to re-negotiate mutually acceptable replacement sections. In the event that the parties are unable to reach agreement, the dispute shall be referred to EOCD for resolution.

Signatures:

GBHA/LTO



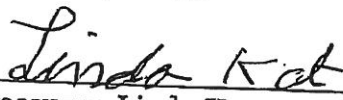
President, Marlene Koloski



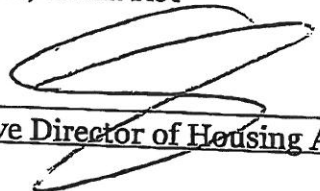
Vice-President, Joseph Merola



Secretary, Cheryl Broderick



Treasurer, Linda Kot



Executive Director of Housing Authority, Tina Danzy



Chairperson of Housing Authority Board, James J. Mercer

date November 16, 2020