

MEMORANDUM OF UNDERSTANDING

I. PRELIMINARY STATEMENT

1. Parties

This agreement is made between Gloucester Housing Authority (the Authority) and MPTA (the Tenant Association). This agreement recognizes and implements the Authority's obligation to encourage tenants, through its duly recognized Association, to participate to the fullest extent possible in the administration of public housing.

2. Regulations

This agreement is subject to applicable regulations and guidance from the Commonwealth of Massachusetts DHCD of Housing and Community Development (DHCD).

II. RECOGNITION

The Authority recognized the Tenant Association as the official representative of the tenants residing in the State-aided Chapter 667-4 McPherson Park Development. The purpose of the association is and will be to provide representation for residents in matters which affect rights, status, duties or other common interests of tenants and their household members, and to seek and maintain a cooperative working relationship with the Authority. 760CMR 6

III. TENANT ASSOCIATION ACTIVITIES

1. Right to Participate in Tenant Association. The Authority recognizes the right of all tenants to organize and to join Tenant Association. 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 Association. On the contrary, the Authority shall encourage and assist tenants in their lawful tenant organizing activities.

2. Written Information to Tenants. The Authority shall give each existing tenant and new tenant as they move in, written information about the MPTA. This will include the names and addresses of the officers of the Tenant Association and an explanation of the role of the Tenant Association. It will also include reassurances that, while the Tenant Association is an independent association not affiliated with the Authority, the Authority does support tenant participation in the Tenant Association.

3. Meetings. Representatives of the Authority shall not attend any meeting of the Tenant Association or any tenants' meeting except upon invitation of the Tenant Association.

4. Literature. The Authority recognized the right of the MPTA to distribute literature and information to other tenants upon housing authority property concerning tenant rights, status, duties or other common interests supports this section as written.

IV. MEETINGS

1. **Periodic Meetings.** The Executive Director of the Authority of his/her designee shall meet once a month with representative(s) from the Tenant Associations. The purpose of these meetings is to discuss issues of concern to the parties and to carry out the requirement of this Agreement and applicable regulations. The GHA representative at these meetings shall have the power to act on behalf of the Authority.
2. **Tenants' Meeting Schedule.** The meetings will be held on the second Tuesday of the month at 10:00A.M. 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 upon 48-hour written notice to the other party. Any scheduled meeting may be cancelled only with the consent of both parties or for emergency reasons.
3. **Notes.** Notes from previous meeting with tenants must be provided at each subsequent scheduled meeting.

V. INFORMATION

1. **Information to be Provided.** "The Authority shall, upon request, provide the Tenant Association with a copy of public records and documents not available on the Authority's website that relate to the administration of the 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.** Copies of all such documents shall be provided by the Authority free of charge to the Chair or Vice-Chair of the Tenant Association. If the records are voluminous, twelve or more, the Tenant Association shall be allowed access to the documents in the Authority office during normal business hours, and may copy portions free of charge. (CMR 6.09 C3B0) (B)

VI. FACILITIES FOR THE TENANT ASSOCIATION

1. **Office Space.** Upon request, an LHA, without charge, shall provide an LTO 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 representations 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 reasonable necessary for the LHA's other needs. 760 CR 6.09 (3)
2. **Telephone Service.** Upon presentation of the monthly statement, the LHA shall reimburse an LTO for the minimum cost of basic in-state telephone service so long as the telephone service has been used solely for in-state calls concerning representation of residents in state-aided public housing and for no other purpose, and so long as the LTO's need for in-state public housing and for

no other purpose, and so long as the LTO's need for in-state telephone service continues and is adequately documented when the LHA so requests. 760 CMR 6.09 (3) (e)

3. **Meeting Space.** Whenever possible, the Authority shall make community space or other appropriate space available for the Tenant Association meeting. The Authority and the Tenant Association shall cooperate in securing meeting space in accordance with the Authorities approved Community Room and Common Area Policy. The Tenant Association will have exclusive use of designated cabinets in the community kitchen. 760 CMR (3) (f)

VII. FUNDS FOR THE TENANT ASSOCIATION

1. **Funds for the Tenant Association.** Upon request the LHA shall fund all LTO's in a city or town at the annual rate of \$6.00 per stated aided public housing unit occupied or available for occupancy by residents represented by such LTO(s) or an annual total of \$500.00 prorated among all such LTO(s), whichever is more. The LHA shall disperse such funds to an LTO pursuant to an approved budget, which provide that funds will be used only for the LTO's ordinary and necessary business expenses and authorized activities (excluding social activities) with respect to state-aided housing programs. The LTO shall not make an expenditure of funds received from the LHA except in accordance with such a budget approved by the LHA which approval shall not be unreasonably withheld. The LTO must submit a financial statement to the LHA at the end of the LHA's physical year, accounting for all LTO income from the state aided housing portfolio and all expenditures of such funds in accordance with their approved budget. The next year's LTO funding will not be awarded until such statement has been reviewed and approved by the LHA. If the LTO's have formed an Umbrella Tenant Organization consisting of delegates from LTOs, the LTOs shall reach an agreement among themselves on how to fund the Umbrella Tenant Organization from their own budgets. No separate additional funds will be granted by the LHA to Umbrella Tenant Organizations. 760 CMR 6.09 sec3(c)

2. Method of Providing Funds, Budget, and Report of Expenditures.

The Authority shall disburse such funds to an the Tenant Association pursuant to an approved budget, which provides that funds will be used only for the Tenant Associations ordinary and necessary business expenses and authorized activities (excluding social or political activities) such as; office equipment, special stationery, travel for Tenant Association business, postage, dues to statewide and national tenant associations, attendance at relevant conferences (including hotel costs, if necessary), related to tenant participation events, publication and training related to tenants' rights and education, and services to tenants. Funds may not be used for social, recreational or political purposes such as parties, outings, recreational equipment, and charitable or religious donations. The Tenant Association shall not make any expenditure of funds received from the Authority except in accordance with such a budget approved by the Authority which shall not withhold approval without good cause. Funds will be disbursed to the Tenant Association upon presentation of receipts to the Authority for the above expenditures. Such receipts must be presented by June 15th of each fiscal year and unused budget authority shall not carry over into the next fiscal year.

3. **Authority Objection to Budget.** If the Authority believes that any item contained in the Tenant Association budget falls outside the scope of the legitimate business and activities of the Tenant Association, it may object to it in writing, stating the reasons for its objections. Such objections shall not affect the Authorities obligation to pay to the Tenant Association an amount equal to the budget total minus the disputed item(s). The Authority and the Tenant Association shall meet

promptly to seek to resolve the dispute. If no agreement is reached, the budget as submitted by the Tenant Association and the Authority's written objections should be forwarded to the appropriate regulatory agency for the resolution of the dispute.

4. **Other Funds.** The Tenant Association may raise its own funds and spend those funds as it considers appropriate. Other fundraising shall not affect the right of the Tenant Association to claim the funds described above.

VIII. AUTHORITY POLICIES AND PRACTICES

1. **Posting.** The Authority shall provide the Tenant Association with a notebook that includes all policies, practices, and regulations of the Authority and DHCD that relate to tenants of the McPherson Park. In addition, these shall be on file in the Authority office at 259 Washington Street. A conspicuous notice shall be posted in the office stating that any tenant may read the documents in these files during normal business hours. CMR 609 3L

2. **Proposed Changes.** 760CMR6.09 (3) g, h,j,k under proposed changes

(g) Consultation between LHA and LTO in Certain Matters. Whenever an LHA proposes to adopt or amend a rule of 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 760 CMR 6.09(3)(a). The LTO shall also be given reasonable opportunity to appear and make known to the LHA Board any objection to such a rule or policy at an LHA Board meeting. The Board shall consider each such objection before taking any action on the item.

(h) Consultation between LHA and LTO regarding the LHA's Annual Plan. The LHA shall review a draft of its Annual Plan with the LTO at a quarterly meeting before the LHA presents its Annual Plan to the Board. At least 30 business day before the public hearing on the Annual Plan required by 760 CMR 4.16(6), the LHA will post on its website and make available to each LTO a copy of each of the elements of the Plan including, but not limited to, the Capital Improvement Plan (CIP), the Maintenance and Repair plan, the Operating Budget, and the narrative. The LTO shall be given reasonable opportunity to appear at the public hearing and make oral comments to the LHA Board about any opinions or objections it may have regarding the Plan. The LHA shall also accept written or emailed comments from the LTO at least through the date of the public hearing or later as specified by the LHA. The LHA shall consider the LTO's concerns regarding needs and priorities and incorporate some or all of such needs and priorities in the draft plan if deemed by the LHA to be consistent with sound management and shall certify in writing to the Department that it has complied with the tenant participation requirements. The LHA shall draft a written summary of all substantive comments received from the LTO and its response to those comments, and shall attach this summary to its Annual Plan submitted to the Department. If there is no summary of LTO comments attached to the Plan, the LHA shall include a statement of reasons for the omission.

(j) Resident Advisory Boards. LTO's may designate any of their members or officers to sit on a resident Advisory Board to Participate in any of the matter upon which LTO participation is required under 760 CMR 6.09. Where there is no LTO, the LHA may appoint individual residents who agree to participate as volunteers.

(k) Approval by the Department. Promptly after the LHA Board's vote on a rule or policy, a request for waiver, an Annual Plan, a Capital Improvement Plan, or a budget request for which approval by the Department is necessary, an LTO may communicate a 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.

IX. HIRING 760 CMR 6.09 (3M&N)

1. Job Description.

A. (M) Preference for Tenants in LHA Hiring. The LHA shall notify all LTO's whenever a job at the LHA becomes available to outside candidates and is not covered by an applicable internal promotion policy. All such jobs shall also be posted in the LHA's central office. The fact that a candidate is a tenant or household member is a factor to be considered by the LHA in the candidate's favor.

B. (N) LTO participation in Hiring. Prior to filling a position (including promotions pursuant to an applicable internal promotion policy) in which the employee to be hired will have direct dealing 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 objective view of the qualifications of some or all of the candidates, 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 detailing the 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 a interview of a candidate, or conduct activities which infringe on the candidate's privacy. 760 CMR 6.09 (3) M N

c. Sub-contracted Labor. The Authority will notify the Tenant Association of its intent to sub-contract for certain labor or to hire consultants, and shall solicit the Tenant Association's recommendations and feedback. Should they disagree strongly on the selection of sub-contracted labor, the Authority and the Tenant Association shall meet promptly to seek to resolve the differences.

X. AUTHORITY BOARD MEETINGS 760 CMR 609 (3) (O)

(o) LHA Board Meetings. When the LHA posts notice of Board meetings pursuant to the Open Meeting Law, M.G.L. c. 30A, & 20, it shall simultaneously provide each LTO with notice of all regular and special LHA Board meeting 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 interest of tenants and/or household members and are not subject to the grievance procedure established pursuant to 760 CMR 6.08. After each LHA Board Meeting at which the minutes of a prior meeting have been approved, the LHA shall promptly provide copies of the approved minutes to the LTO.

XI. RECORDS

1. **Collection of Information.** The Authority shall collect the minimum information concerning tenants that is necessary for the performance of its lawful functions. All releases that tenants are required to sign shall be drawn as narrowly as possible. The Tenant Association recognizes that the Authority has a lawful obligation to verify the information it is required to obtain. Verification shall be made in the least intrusive manner consistent with the legitimate needs of the Authority.
2. **Confidentiality.** Information concerning tenants held by the Authority shall be kept strictly confidential and shall not be released to any entity or individual except by written authorization of the tenant or where the Authority is required by law to release the information.

XII. MAINTENANCE 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 Requests.** The Authority shall maintain written records of all tenant complaints concerning, and request for, maintenance and repairs. At the regular meetings schedule with the Tenant Association and the Authority, there will be a discussion about maintenance and repairs. This will included whether repair requests or work orders are being processed in a timely manner. Complaints or reports will be discussed that have come in from the Board of Health (or other local code enforcement agency), and whether there are needs that should be incorporated into a capital plan or budget which may impact the general population.
3. **Repairs.** When a tenant calls in a request, the complaint will be heard respectfully and logged when requested. The Authority is responsible for the answering service contracted to take the calls, when the Authority is closed. The Authority shall, when requested, provide the work order number when it becomes available. They will instruct the tenant to write the work order number down and to call back if the repair is not made promptly. "The GHA will respond to "after-hour emergency calls within thirty (30) minutes of the call being dispatched by the GHA's answering service to the GHA's on-call maintenance personnel. The answering service will only dispatch calls that are included in the Emergency Work Order Response List. The GHA on-call maintenance person shall contact the resident reporting the emergency, except during severe weather conditions. If they will be unable to respond within thirty (30) minutes with an estimate of when they will be able to respond and may also contact residents for additional information on the emergency."

The Authority shall make all repairs requested by tenants within the time frame established by the DHCD, or provide tenant with a reasonable explanation for the delay. 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 door locks, and broken doors. Each tenant shall receive a copy of the Authority's Emergency Work Order Response List..

4. **Periodic Maintenance.** Each spring and fall the Authority personnel will tour the inside and outside of the development noting maintenance needs. This tour shall include: Executive Director

or designee, a Representative of Operations, and two (2) Representatives from the Tenant Association. The Authority shall provide at least two (2) weeks prior notice of tour date and time to the MPTA. The Executive Director will be included at least every four (4) months. The person taking repair calls during times when the office is closed will be required to have person on call to return tenants' call within fifteen (15) minutes. The Authority shall formulate written plans for the periodic maintenance of buildings, systems, equipment and appliances. At least yearly, the Authority shall furnish the plans to the Tenant Association, which may make comments and suggestions. The Authority shall incorporate into its maintenance plans the reasonable needs, requirements, and suggestions of the Tenant Association.

XIII. MODERNIZATION 760 CMR 11.00

(i) Consultation between LHA and LTO regarding the LHA's Modernization Program. The LHA shall consult with the LTO regarding the projects and initiatives outlined below:

1. All needs and priorities that are identified by the LTO to be considered by the LHA for inclusion in the CIP.
 2. Any planned or ongoing capital projects, including status, schedule, budget and expenditures of such projects, and such consultation shall occur at least quarterly, between CIP submissions;
 3. Any planned applications for, or awards from, any special capital funding programs or initiatives;
 4. Any plans by the LHA to seek to become an HHA for a CA Team, or to request a waiver from participating in the Capital Assistance Program established pursuant to 760 CMR 11.08: *Capital Assistance Program*;
 5. Large Projects, as defined in 760 CMR 11.01 (4), that will require relocation, unit reconfiguration, demolition or new construction. For these projects, the LHA shall invite an LTO representative to participate in the interview of the finalist(s) for designer and to the schematic design review meeting. Prior to bidding, the designer and the LHA shall solicit and review comments from the LTO on the proposed modernization improvement and incorporate these comments in the bidding documents if deemed appropriate by the LHA.
- Following award of the construction contract, the LHA shall:

- a. inform each affected LTO of the award, the construction contract, and the proposed construction schedule,
- b. inform each affected LTO that the material documents relating to the modernization project are available in the LHA's office for inspection,
- c. invite an LTO representative to attend pre-construction conference, and
- d. invite no more than two LTO representative to attend an observe any regularly schedule job meeting

XIV. TENANT GRIEVANCES 760 CMR 6.08 (2)

1. **Right to a Hearing.** Any tenant with a complaint about the Housing Authority shall be entitled to a grievance hearing before the Hearing Panel as described in this section. The complaint may be about any Authority action or failure to act in accordance with this agreement, the lease, any statute, regulation, policy or procedure. The complaint may also regard the behavior of any Authority employee, agent, or independent contractor.

Once a grievance has been filed, the Authority shall take no administrative or court action regarding the subject of the grievance until a final decision has been reached on the matter.

If the grievance is regarding the tenant's rent (disputing either the amount of rent charged or the amount of back rent money owed), the tenant shall pay to the Authority all undisputed amounts of rent due before the request for hearing is accepted. If the tenant's grievance does not relate to rent, then any rent money owed will not delay or affect the grievance process.

2. The Hearing Panel. The Hearing Panel shall have five (5) members. Two (2) representative and two (2) alternates shall be chosen by the Tenant Association. Two (2) members and two (2) alternates shall be chosen by the Authority.

(Note: The Mass. Union of Public Housing Tenants urges Tenant Associations to have no less than a 3-person/tenant panel.)

One (1) disinterested member and one (1) disinterested alternate shall be chosen jointly by the Tenant Association and the Authority, by the following process: each party shall submit to the other a list of five (5) names. (The disinterested member and alternate may not be employees, tenants, officers or agents of the Authority.) The parties shall meet to choose a mutually acceptable disinterested member and alternate from among the names on the list. If a disinterested member and alternate cannot mutually be agreed upon, each party shall submit to the other a list of five (5) additional names. The parties shall again meet to attempt to choose a mutually acceptable disinterested member and alternate. This process shall be repeated until a mutually acceptable disinterested member and alternate are chosen.

All members of the Hearing Panel shall serve for one (1) year. New members shall be chosen each year by the above process, although the same people may be selected year after year. If a vacancy occurs in the middle of a member's term, the new member shall be selected by the same process, and shall serve for the remainder of the unexpired term.

3. Disqualification. Any person who is related to the tenant or who was involved in the complaint shall be disqualified from sitting on the Hearing Panel. They may be disqualified upon challenge by the tenant, by the Authority or by the Hearing Panel's own motion. If a member is disqualified, the appropriate alternate representative shall serve.

4. Hearing Panel Association and Meetings. The members of the Hearing Panel shall choose from among themselves a Presiding Officer. The Presiding Officer shall receive the complaint forms, schedule the hearings, chair meetings of the Panel, make sure both the tenant and the Authority have a full opportunity to present all facts relevant to the complaint, and make sure these procedures are followed in the handling of all complaints.

The Hearing Panel shall meet as often as necessary to insure that all complaints are heard within twenty (20) working days from the time the tenant files a request for a hearing. Meetings shall be at a time and place convenient to the tenant, the Authority, and members of the Hearing Panel. This may include evening and weekends as needed.

The Authority shall provide and pay for all space, supplies and clerical staff required by the hearing Panel. The Authority shall also compensate all members of the Hearing Panel for any out-of-pocket expenses they incur while carrying out their functions Hearing Panel members.

5. Tenant's Complaint and Request for Hearing. A tenant may file a request for a hearing at any time. All complaints must be in writing, must specify the particular facts of the complaint, and must specify the action the tenant wants the Authority to take or to refrain from taking. The tenant may use a grievance form, which shall be available at the Authority's main office, at all local development offices, and from the local Tenant Association. However, the form is not necessary.

In cases involving a proposed Authority action where a delay would work against the Authority, the tenant must file his or her complaint within ten (10) working days of receiving a written notice of the proposed Authority action. The written notice will include an obvious warning of this time limit, including a number to call with questions about the grievance procedure.

A tenant's complaint and request for a hearing must be presented personally or forwarded by certified mail. It must go to the Authority's main office or to the manager of the development where the tenant lives. The Authority shall date stamp and file the tenant's complaint on the day it is received, and send or give the tenant a dated receipt. The Authority shall forward the complaint to the Presiding Officer of the Hearing Panel with two (2) working days of receipt.

6. Authority's Answer to Tenant's Complaint. Within ten (10) working days after receipt of tenant's complaint and request for a hearing, the Authority shall forward to the tenant a written, dated, signed answer to the complaint. The answer must state what the Authority proposed to do about the tenant's complaint and must include the full specific reasons for the proposed action. The answer will also include the name of the Presiding Officer of the Hearing Panel and how he or she may be reached. This response to the complaint will also be sent to the Presiding Officer of the Hearing Panel. If the tenant is satisfied with the Authority's answer, the tenant shall notify the Presiding Officer of the hearing Panel and withdraw the complaint and request for a hearing.

If the Authority fails to provide a statement of reasons within ten (10) working days, the complaint shall be decided in the tenant's favor and the Hearing Panel shall schedule a hearing for the purpose of awarding the tenant appropriate relief.

In addition to answering the complaint in writing, the Authority may request a meeting with the tenant to discuss the complaint. The Authority and the tenant are encouraged to resolve the matter of the complaint speedily and without a hearing. All informal resolutions must be in writing and must be signed by the tenant and the Authority. A copy of the informal resolution shall be forwarded to the Presiding Officer of the Hearing Panel. Without this written resolution, the complaint will be considered unresolved and a hearing will be scheduled.

7. Access to Evidence. The tenant and/or the tenant's authorized representative shall have adequate opportunity, before and during the hearing, to examine and make one (1) copy of each document, and record the regulation of the Authority that may be relevant to the complaint.

8. Right to Counsel. The tenant and the Authority shall have the right to be represented by a lawyer or any other person of their choosing. The tenant has the right to be accompanied by a maximum of three persons of their choosing at all stages of the complaint and hearing process.

9. Time for Hearing. A hearing date shall be set with ten (10) working days of the Authority's answer to the tenant's complaint. If the Authority has not answered the complaint, the hearing date shall be within twenty (20) days of the tenant's request for a hearing.

The Presiding Officer shall give the tenant or his authorized representative at least five (5) working days' advance written notice of the hearing date. Hearing may be postponed at the request of either the Authority or the tenant. This must be for good cause such as illness or other unavoidable absence of a party or witness, or by agreement between the Authority and the tenant.

If the tenant does not request rescheduling and does not appear at the hearing, the Panel may postpone the hearing for five (5) working days, or reschedule the hearing, or determine that the tenant has waived the right to a hearing. Such a determination shall not under any circumstances mean that the tenant has given up the right to any other option (such as court) for resolving the conflict.

10. Conduct of Hearing. At the hearing, the tenant must set forth the basis for the complaint. The burden is then on the Authority to justify the action or inaction proposed in its answer to the tenant's complaint. No evidence may be used against a tenant or in any way affect the decision of the Panel unless the evidence has been introduced at the time of the hearing. The tenant or the tenant's authorized representative shall have full opportunity to present the case, to question any testimony or evidence through cross-examination, and to confront any witness.

Written evidence which would be admitted into a court proceeding may be used against the tenant or Authority. However, if the Authority or tenant refused to let the other party examine the documents prior to the hearing, those documents may not be used against the tenant or the Authority.

The hearing may be public, at the tenant's request. If the tenant does not request a public hearing, then the hearing will be assumed to be private. In private hearings, the only person allowed shall be the tenant, a maximum of three (3) persons of the tenant's choosing, the Authority and its representative(s), witnesses as necessary, and the members of the Hearing Panel.

11. The Decision of the Hearing Panel. A majority vote shall be necessary for any decision by the Panel. The decision must be based solely and exclusively upon the evidence presented at the hearing and upon applicable laws and regulations. All decisions must be in writing, must be dated and must state the findings of fact and the specific reasons for the results. A copy of the Hearing Panel's written decision shall be forwarded to the Authority and to the tenant.

Copies of all written decision, with all names and identifying references deleted, shall be maintained on file by the Hearing Panel and shall be available to the public.

A record of all hearing shall be kept by the Authority. A hearing shall be recorded and recording shall be kept by the Authority in a confidential manner. Tenant may request a copy of recorded hearing. Only the Authority, Grievance Hearing Panel, and the tenant or the tenant's authorized representative(s) are allowed access to these written and recorded records.

12. Appeals from the Division of the Hearing Panel. If the decision of the Hearing Panel is in favor of the tenant:

a) The Authority shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision. If the chairperson of the Authority Board determines that all or any part of the decision is arbitrary, or goes beyond the Authority of the Hearing Panel, or has violated state law or regulations, he or she may appeal the decision to the Housing Authority Board.

b) To do this, the chairperson of the Authority Board must notify the tenant, with ten (10) working days from the date of the Authority receipt of the decision, that the Authority Board will review the decision. The Authority Board must review the decision no later than its next regular meeting. The Board may reverse all or any part of the decision of the Hearing Panel. They may also change the amount of money damages the Panel said the Authority owes the tenant.

c) These changes may be done only if the Board finds that the Hearing Panel acted arbitrarily, or went beyond its Authority, or has violated applicable laws or regulation.

d) The Authority may appeal to the Board only if they responded in writing to the tenant's initial complaint with ten (10) working days, as described in section 6 above.

If the decision of the Hearing Panel is in favor of the Authority:

a) The tenant shall act according to the decision of the hearing Panel, unless the tenant promptly notifies the Authority requesting review by the Authority Board. The tenant must do this within ten (10) working days of receiving the decision.

b) The Board must hear the tenant's appeal no later than its next regular meeting. The meeting will be open to the tenant and the tenant's representative(s), and shall be recorded and copied, if requested by tenant. The Authority Board may reverse or change the decision of the Hearing Panel as requested by the tenant, or may allow the decision of the Hearing Panel to stay as it is.

c) Within five (5) working days of the Board meeting at which the appeal was heard, the Authority shall notify the tenant in writing of its decision. This shall include the specific reasons for its decision. The Board shall file a copy of the notice with the Presiding Officer of the Hearing Panel.

d) If the tenant lives in state public housing, the tenant may appeal to DHCD within fourteen (14) working days from the tenant's receipt of the Authority Board's decision. The tenant's appeal must be in writing and must state the reasons why the decision of the Authority Board should be set aside. The tenant should provide a copy of the appeal to the Authority at the same time.

13. Appeals to the Courts. No matter what decisions have been made in the grievance process, the tenant and the Authority always have the right to bring the issue to court. The court shall hear the case fresh from the start, as if previous hearing decisions have not been made. In such court proceedings, the Authority shall be limited to the grounds relied upon in its proposed action on the tenant's complaint.

If the Authority wishes to introduce new evidence or rely on new grounds in any court proceedings, the tenant must be notified. If the tenant request, a new grievance hearing may be held, on the basis of the new evidence or grounds.

The tenant's failure to pursue all or any part of the hearing process outline above shall not mean the tenant has given up the right to court or any other remedy available to the tenant.

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, only the clause shall be considered of no

force and effect. This will not impair the validity and enforceability of any other clause, sentence, or paragraph in which the offending language may appear.

XVI. TERM AND RENEWAL

1. **Term and Renewal.** This Agreement shall be effective for the remainder of the Association's current recognition period. It shall be automatically renewed for successive five (5) years terms, unless either party notifies the other in writing not less than sixty (60) days before the expiration of any term that it wishes to renegotiate the Agreement.

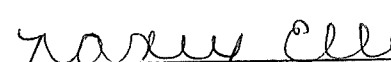
2. **Notice Requirements.** A notice regarding renegotiation shall specify which section(s) of the Agreement the part sending the notice wishes to renegotiate and will include that party's proposal(s) for replacement section(s) not so specified for renegotiation shall automatically renew as if notice had not been given.

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


760 CMR 6.09 (3) allows up to 7 years


President (MPTA) David Beeman Jr.

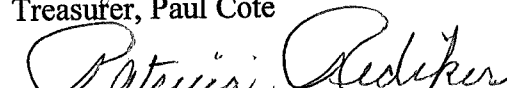
1/24/19
Date


Vice-President, Nancy Elliott

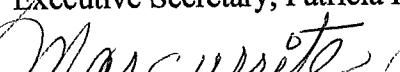
1/24/19
Date


Treasurer, Paul Cote

1/24/19
Date


Executive Secretary, Patricia Rediker

1/24/19
Date


Secretary, Marguerite Shernig

1/24/19
Date


Executive Director, Gloucester Housing Authority

2/13/19
Date


Chairperson, Housing Authority Board

2/13/19
Date

9 1 2 3

Revised 09/03/17
Revised 10/03/17
Revised 12/20/18