

# **Creating a Memorandum of Understanding**

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**A Know Your Rights Guide for  
Public Housing Tenants in Massachusetts**



## **Acknowledgments**

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**P**ublic housing tenant organizations in Massachusetts have a right to organize, be heard, and participate in matters affecting tenants. These rights can be made much stronger if a tenant organization sits down with housing authority staff and negotiates an agreement called a *Memorandum of Understanding* (or MOU) or a *Memorandum of Agreement* (or MOA).

**MOUs can be powerful tools for tenant groups.** They can open up better communications between tenants and housing authorities. They can provide access to resources to help strengthen tenant organizations. And, most importantly, they can provide tenant groups with a place at the table to work with the housing authority on issues of concern.

The purpose of this booklet is to explain what an MOU is and what steps you can take to create one. Also included are sample documents, including a sample MOU. Words in *italics* are defined in the **Glossary**.

For more information, contact:

**Massachusetts Union of Public Housing Tenants at 617-825-9750.**

# Creating a Memo of Understanding

## 1. What is an MOU?

A *Memorandum of Understanding* (or MOU, for short) is a written agreement. In the case of public housing, an MOU is a legal agreement between a tenant organization and a housing authority.<sup>1</sup> Sometimes an MOU is also called a Memorandum of Agreement (or MOA). MOUs and MOAs are the same thing.

An MOU spells out a common understanding of the working relationship between a tenant organization and a housing authority. It clarifies what kind of support a housing authority will provide a tenant group and creates more meaningful ways for tenants to participate. Here is what some residents in public housing said about how their MOU helped their tenant organization:

- ✓ It helped us start our office, get computers, a fax machine, and supplies. Now we have the equipment to put the task force together.
- ✓ It has helped our group work with the housing authority on issues that affect tenants in our buildings.
- ✓ It clearly explained what the tenant organization can use its money for.
- ✓ It clearly defined rights and responsibilities of the housing authority and local tenant council.

## 2. Why is an MOU important?

There are a number of reasons an MOU is important and worth pushing for, even though the negotiation process takes time.

### **Sets a better tone for tenant participation**

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While *regulations* require tenant participation and recognize that it is beneficial to the running of public housing, creating an MOU makes both tenants and housing authorities more familiar with these regulations.<sup>2</sup> Negotiating an MOU raises a housing authority's awareness about its legal responsibilities to involve tenants in shaping housing authority policies. It also gives tenants the opportunity to define participation in ways that are truly meaningful to the tenant community.

## **Builds a working relationship**

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The process of actually negotiating an MOU helps tenants and housing authorities build a better working relationship, better listening skills, and more empathy for the issues that the other group faces. Tenants develop a better understanding of what challenges housing authorities have to deal with—for example, how to work with limited budgets. Housing authorities develop a better understanding of what problems tenants are having and their ideas for solutions that will work in their community.

## **Sets up a structure for a partnership**

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An MOU puts in writing what the partnership between a tenant organization and a housing authority is. It provides a structure for a working relationship. For example, while regulations say that the housing authority should meet “frequently” with tenants,<sup>3</sup> an MOU can set up a regular schedule for the housing authority and the tenant group to meet—say, once a month.

## **Clarifies how regulations will be interpreted**

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While *laws* provide a framework for resident participation, an MOU can clarify how your housing authority will carry out its responsibilities under the law. For example, regulations say a housing authority must ensure “open communications” with the tenant organization.<sup>4</sup> An MOU can clarify that “open communications” means: access to specific documents, advance notice of any changes in policies, and responses in writing from the housing authority to written comments submitted by tenants.

## **Protects a tenant organization’s rights over time**

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Your current tenant organization may have a good working relationship with the current director, but what if a new director comes in who is less open to tenant involvement? Or what if the leadership in the tenant organization changes and it is less democratic? An MOU protects tenant groups over time because it says the the tenant group has certain rights no matter who runs the authority or the tenant group.

## **Can give federal and state tenants the same rights**

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If your housing authority has both federal and state public housing, an MOU is an opportunity to get state and federal public housing tenants covered by the same policies. Sometimes there are differences between federal and state laws and regulations, and sometimes these differences can be harmonized in an MOU so that federal and state tenants have the same rights. For example, an MOU could say that:

- State tenants, like federal tenants, can be on a Resident Advisory Board (RAB). Worcester, Boston, and Holyoke RABs all include state tenants.
- State tenants, like federal tenants, can be on hiring committees and have input into hiring decisions.

### **3. What is generally included in an MOU?**

There is no required form for an MOU. Some MOUs are long and detailed. Others are short and general. A tenant group can have one MOU that touches on many issues. It can also have different MOUs that focus on specific issues, such as tenant participation funding, jobs and training, or space for after-school programs for kids. Whatever is included in an MOU offers tenant groups a more detailed layer of protection than what regulations offer.

Included in this booklet is a sample MOU to give you ideas about what to include. There are also other examples of MOUs posted on-line at [www.MassLegalHelp.org](http://www.MassLegalHelp.org).

What your tenant organization wants to include in an MOU will depend on your goals and what written policies your housing authority may already have. For example, while the Boston Housing Authority has a written tenant participation policy, each tenant organization negotiates with the housing authority its own MOU about tenant participation funding.<sup>5</sup>

The following is a list of provisions commonly included in an MOU.

#### **Support for tenant group and organizing efforts**

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**Recognition**

Your housing authority agrees that your group is the one they will talk to and negotiate with about issues that affect tenants.

**Funds for tenant group**

The authority agrees to give your group funds to participate, operate, and receive training, agrees to provide accounting assistance to help the group develop its capacity to manage funds,<sup>6</sup> and agrees on a procedure for the tenant group to submit a yearly budget request.<sup>7</sup>

**Freedom to organize**

The housing authority agrees that tenants have a right to distribute information about the tenant organization and about proposed or current housing authority policies and a right to meet privately without the housing authority. Housing authority agrees to give all new tenants information about the tenant organization and the tenant group agrees to help create the informational materials for new tenants.

**Protection against retaliation**

The housing authority agrees that it will not retaliate against any tenant who is organizing or who joins a tenant organization.

**Office and meeting space**

The housing authority agrees to give the tenant organization private office space, a telephone, fax, supplies, a meeting room, access to the internet, and repair services for office equipment.

**Training**

The housing authority agrees to provide the tenant organization with funds and resources to be trained as a group on the law and organizational issues.

## **Improved communications**

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**Information and documents**

The housing authority agrees to give your group information about its program, how it operates, and access to relevant documents, such as proposed policies and plans, correspondence between the housing authority and *HUD* and *DHCD*, minutes from board meetings, and contracts with *bidders*.

**Regular meetings**

Members of your organization and housing authority staff agree to meet regularly to discuss issues of concern to both and to have meetings on particular issues where specific staff are invited, such as a meeting on security with the public safety staff.

**Board meetings**

Your tenant group gets an automatic place on the agenda of the housing authority's governing board meetings and receives agendas and handouts for the meeting in advance.

**Written responses**

The housing authority agrees to provide written responses to written comments that a tenant group makes about any change in policy. This is important to establish a record of the discussion and what is being agreed to.

**Respect**

The housing authority and tenant organization agree to treat each other with respect.

**Resolution of disputes**

If the housing authority and tenant organization have a dispute that cannot be resolved, both agree to go through arbitration and abide by decisions of an independent arbitrator.

## **Right to participate in management**

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**Policy changes**

The housing authority agrees to meet with the tenant group before changing major policies in order to get tenants' input.

**❑ Housing authority budgets**

The housing authority agrees to review its budget requests with the tenant group and to allow tenants a chance to comment on the budget.

**❑ Hiring and jobs**

The tenant group has a representative on hiring committees for key housing authority staff; receives notice of when the housing authority has job openings; and works with the housing authority to develop economic opportunities for residents.

**❑ Modernization**

The tenant group has input into *modernization* plans, the right to be involved in writing *requests for proposals* to hire firms to do the modernization, and is involved in reviewing where modernization funds are going.<sup>8</sup>

## **4. What steps are involved in creating an MOU?**

It is important to understand that in most cases it is not up to the housing authority whether it wants to negotiate an MOU. It is required to do so by law.<sup>9</sup> See **Question 8**. While there is no one recipe for how to put together an MOU, it helps to understand where to start and what the process commonly involves. In general, there are four major steps recommended in creating an MOU:

1. Tenant group drafts its own MOU.
2. Tenant group gives its draft MOU to the housing authority.
3. Tenant group and housing authority meet to negotiate the terms of the MOU.
4. Tenant group and housing authority agree on final MOU.

What follows are some ideas about how to carry out these four major steps.

### **Tenant group drafts its own MOU**

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1. It is better for your tenant group to give the housing authority the first draft of an MOU than for the housing authority to give you the first draft. This way, the tenants establish the terms of the MOU and are “in the driver’s seat.”
2. You don’t have to start from scratch. You can use the sample MOU at the end of this booklet as a starting point. It will give you ideas about what to include. You can also find other sample MOUs on-line at [www.MassLegalHelp.org](http://www.MassLegalHelp.org). In addition, the Mass. Union of Public Housing Tenants can e-mail you the sample MOU or send it to you on a disk to save you lots of typing.
3. It is helpful to spend time polling tenants about what issues they care most about and weave these issues into the MOU. But keep in mind that because MOUs are very

detailed and technical, it is hard to involve lots of tenants in the nitty-gritty of putting an MOU together. The process of developing an MOU, however, is a real opportunity to develop a more active tenant group.

4. Create an **MOU committee** of tenants who have the time and interest to read through the sample MOU and work on drafting. Then go through the sample MOU one section at a time. Add and delete provisions and talk about how to change it to best suit your situation. Take good notes so you remember what you talked about and agreed to. Make sure the issues that people care most about are in your MOU.
5. Draft your MOU with the changes people wanted to make. It is very helpful to have an attorney help you draft an MOU and be part of the MOU committee. An attorney can also review an MOU to make sure it complies with state and federal laws, covers the details that are important, and is clear in terms of enforcement. Every word matters in this kind of contract. To find a list of local legal aid offices, see the **Directory** at the end of this book.
6. Once the committee has drafted an MOU, meet again with the larger tenant group to review the proposed document. While it is time-consuming to keep people in the loop, it is worth it. Being inclusive keeps everyone more informed and involved, and establishes a good foundation for a strong tenant group.
7. Before you submit your draft to the housing authority, you may want to invite all tenants represented by the tenant organization to a meeting and go over the basic outline of the MOU. Be sure to allow time for questions and feedback.

### **Send your MOU to the housing authority**

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1. Hand deliver or mail your draft of the MOU to the Executive Director of your housing authority. Include a short cover letter requesting a meeting to discuss it. See the sample letter in this booklet. Always remember to keep copies of everything you submit.
2. Be patient. Housing authorities rarely move quickly on MOUs.
3. If the Director does not respond within a reasonable time, call and ask to set up a meeting. Be polite, but persistent. Convey your determination to have a meeting. Most directors should be responsive.

### **Prepare to meet with the housing authority**

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1. Before you meet with the housing authority, make sure your group is prepared.
2. Decide who will go to the meeting and who will lead your negotiating team. Usually only one or two people act as speakers. Try to have a lawyer or other representative

or advocate on your negotiating team. Having an outside person as part of the negotiation process can make a housing authority more accountable.

3. When or after you set up a time to meet with the housing authority, call to go over certain details that will help you be more prepared. For example, ask them who will be coming to the negotiating meeting so you can be prepared. Your housing authority may have whoever they want on their negotiating team. Ask them whether they can record the meeting so that everyone has a record of what was said. Make sure everyone is clear about the time and place for the meeting.

## **Begin to negotiate with the housing authority**

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1. Before you go to the meeting, talk about how you want to approach it. Often groups work through the draft MOU with the housing authority, paragraph by paragraph, exchanging ideas and concerns. This will likely require a series of meetings. That's OK. Remember, this is also about developing a relationship. You might want to start the meeting by talking about your overall goals, or about how state and federal regulations encourage housing authorities to work cooperatively with tenant organizations and how this can make your community better.<sup>10</sup>
2. During any meeting with the housing authority, have one or more people take notes. Write down what the housing authority staff say, what you agree about, what you disagree about, and why. These notes will be important as a record of what was said and to help your group think through next steps. You may also share your notes with the housing authority to make sure there is agreement about what was covered.
3. Expect to compromise. Be clear about which items are your main concerns so you don't lose sight of them. If you can, decide ahead of time which items you would be willing to change or give up. Make sure if you agree to a compromise or to work toward a compromise that it is clear who will re-draft the new proposed language. As stated above, it is usually better for you to do the re-drafting than to leave it to the housing authority. This gives you more control over how the compromise is crafted. The housing authority will often agree to this as it is less work for them.
4. During negotiations, don't say "yes" and don't say "no" to any final changes. Tell the housing authority that you will bring their requests for changes back to the tenant group for consideration. This gives your group time to figure out what to do. It shows the housing authority that there are more people involved than those in the room. And it prevents a small group of tenants from making decisions without consulting the larger tenant group.
5. At the end of your first meeting, set up your next meeting, and, if you can, a schedule of future meetings to continue to negotiate the MOU. This will keep the process moving and will later save a lot of time just trying to agree on when to meet.
6. For helpful tips on negotiating, see **Questions 5 and 12**.

## **Agree on the final version**

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1. As changes are agreed on, offer to make the actual changes on the document. If you have an attorney, ask him or her to make the changes. This will save the housing authority time and will continue to keep tenants in the driver's seat.
2. Make sure the MOU is written in a way that will automatically renew each year unless either party requests new negotiations.<sup>11</sup>
3. Let the tenant group approve the final MOU. Call a meeting of all tenants and review the changes made. Remember, as well as getting their OK, you are helping all residents know their rights, feel more comfortable participating in housing authority business, and take ownership in the MOU.
4. The final MOU should be signed by the president of the tenant organization, the Executive Director of the housing authority, and any tenant leaders, such as a Vice President, Treasurer, or any Board member, who wish to sign.
5. Celebrate! Have a gathering to announce the new MOU and recognize all those who worked on it. Distribute a flyer to all residents announcing that the tenant group and housing authority have successfully negotiated a Memorandum of Understanding which will enable the resident organization to be more involved in matters that affect the community. Invite all tenants to the gathering and make a copy of the MOU available to all.

# Negotiating a Memo of Understanding

## 5. What is the key to successfully negotiating an MOU?

The key to negotiating an MOU with your housing authority is having a strong tenant group. While many tenants shy away from participating in negotiations with the housing authority because they are afraid to challenge or disagree with them, if you have a group of resident leaders who support one another and the housing authority sees that you are united, **your unity can move mountains.**

In addition to developing a strong tenant group—which takes time and patience—other keys to successfully negotiating an MOU are:

1. Know what key laws and regulations say. They define what your rights are and give you a point of reference for evaluating and measuring proposals.
2. Make a list of which issues are most important to the group. Keep looking at this list. It will keep you focused throughout the negotiation process on what really matters to tenants as a group.
3. Try to have a realistic sense of the amount of work your tenant organization is able to do. Do not spend a lot of time arguing over things you won't be able to follow through on. For instance, before requiring that the tenant organization see every bid for all modernization proposals, think about whether you will have the ability to review the bids in a meaningful way. Find out how many bids the housing authority receives for what types of projects. Maybe your tenant organization will want to review some types of bids and not others.
4. Explore the concerns and interests of your housing authority. This will give you a better sense of how an agreement might be reached.
5. Keep asking questions. By asking questions, you will learn more about what the housing authority's concerns are.
6. Figure out what resources your tenant organization needs to become more effective and ask for those resources. If you don't ask, you don't receive.
7. When negotiations get difficult, be positive. Set a tone that projects your feelings that an agreement is possible or give concrete examples of why a provision is important.

Try to get the tenant team and the housing authority to look for a place where parties can agree.<sup>12</sup>

8. Be open-minded. Explore alternatives. Try to imagine what the housing authority's viewpoint is.
9. Stay cool and don't personalize. Don't personally attack the housing authority staff. Keep focused on the issues and why you see them differently.

## **6. What makes for a good negotiating team?**

You can have as many people on the negotiating team as you want. Generally, at each session one or two people are the spokespeople, someone takes notes, and others give moral support and help the speaker by passing along written suggestions. You can also have other tenants observe negotiating sessions as a way to train them.

Good negotiating teams have people who are:

- Prepared
- Flexible
- Good listeners
- Respectful of others
- Patient
- Persistent
- Effective communicators
- Trustworthy
- Positive
- Cool
- Even-keeled
- In control of emotions

Spokespeople should be people who can express the ideas of the tenant group—not just their own ideas. Spokespeople should be people who can keep their cool if a member of the housing authority's negotiating team says something negative or insulting.

If you can, have a lawyer or someone from the Massachusetts Union of Public Housing Tenants or another advocate be on your negotiating team. You might want to invite a local person or leader who cares about your community, such as a minister or a member of a church action committee. Their presence may keep the housing authority more open and responsive. If you do have a lawyer or advocate on your team, think through whether you want the lawyer to present the tenant association's positions, or whether you want the tenants to be the lead negotiators with the lawyers there for technical support. You may

decide you want to have tenants present some issues and your lawyer or advocate present others.

To prepare, it is helpful to role-play a negotiating session before meeting with the housing authority. Have several people act as the housing authority negotiators and several others be negotiators for the tenants. Pick out an important part of the MOU. Have the housing authority actors argue against the provision and have the tenant negotiators argue why that provision should be kept as written. Practice staying cool, even if the discussion gets hot.

## **7. How long does it take to negotiate an MOU?**

How long it takes to negotiate an MOU depends entirely on your local situation, the strength of your group, and the willingness of your housing authority to work collaboratively. Once a process gets going, some tenant groups have met with a housing authority every other week to work through the document. Some meet once a month. Expect to have a series of meetings. Some tenant groups have negotiated an MOU in only two sessions; others have taken a year or 6 months to reach their final agreement.

Be prepared to be flexible and persistent.

## **8. Is the housing authority required to negotiate an MOU?**

Your housing authority must negotiate an MOU if your tenant organization represents either state public housing tenants or federal public housing tenants where the housing authority has 250 units or more of federal public housing.<sup>13</sup> Your tenant organization must be *recognized* by your housing authority as the official local or jurisdiction-wide tenant organization (also called a tenant council) and a housing authority must *recognize* a tenant organization if it was *duly* or democratically elected. To negotiate an MOU, your tenant group does not have to be a non-profit organization.

If the housing authority has fewer than 250 federal public housing units, it is required under regulations to support tenant participation activities.<sup>14</sup> It is not required, however, to negotiate an MOU. But tenants in smaller housing authorities have negotiated MOUs, especially MOUs on a particular issue. Don't let the fact that the law does not require a housing authority to negotiate an MOU stop you from trying to negotiate one.

## **9. What are housing authorities' common concerns about MOUs?**

As you go through your negotiations, it is important to find out what concerns your housing authority has, especially as you find areas of disagreement—which you will. What follows are some common concerns.

### **Tenants are out to get the housing authority**

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Reassure the housing authority that you are not “out to get them” or out to “make them look bad,” but that your goal is to protect public housing and the residents. Offer to work with them on issues of joint concern, such as contacting elected officials about the need to adequately fund public housing. For information on national housing issues, go to [www.NLIHC.org](http://www.NLIHC.org). For information on state housing issues, go to: [www.CHAPA.org](http://www.CHAPA.org).

### **Tenants want instant change**

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Reassure the housing authority that the tenant organization understands that change is a process and that it happens over time and not instantly. Set goals with the housing authority and evaluate them periodically to see whether these goals are being met.

### **Tenants will micromanage and make lots of demands**

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Reassure the housing authority that tenants are not interested in making demands for the sake of making demands or micromanaging the housing authority. Make it clear that you want to let the housing authority do its job and that your job is to focus on priority concerns.

### **Working with tenants slows down the process**

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While working collaboratively always requires extra steps, reassure the housing authority that in the long run it will save time, money, and hassles. There will be fewer arguments with the tenant organization. Tenant input may also prevent housing authorities from making costly mistakes. For example, a tenant group did research and found that a potential contractor had botched jobs in other housing authorities. Their discovery saved the housing authority far more hassle than the “hassle” of involving tenants in modernization decisions.

### **Tenants are difficult to work with**

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It is true that some people (both tenants and housing authority staff) are extremely hard to deal with. Since the MOU requires a housing authority to deal with the tenant organization, your authority may fear being stuck trying to make decisions with difficult people. This can be very touchy. What you call “persistent,” someone else may call “unreasonably stubborn.” Reassure the housing authority that the tenant organization wishes to be reasonable and businesslike and will handle personality difficulties within its

own membership. You can also request that the housing authority provide the tenant group with training on organizational issues to help you be more effective.

### **No need to restate the law and regulations**

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Some housing authorities may have little patience for long MOUs that appear to restate what laws and regulations say. You may be able to make your MOU shorter by focusing on what needs to be clarified and not restating what is in the regulations. But what is included in an MOU offers tenant groups another and more detailed layer of protection, so restating regulations is also a good thing. It serves to get the housing authority and tenant organization in agreement about what the regulations mean.

## **10. How does the housing authority benefit from an MOU?**

When you negotiate an MOU, it will be up to tenants to talk about how the MOU can benefit a housing authority. Here are some benefits:

### **Looking good**

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Negotiating an MOU will make your housing authority look good in the eyes of *HUD* and *DHCD*, the federal and state agencies that oversee public housing in Massachusetts.

### **Less disagreement**

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If there is an agreement with a tenant organization about how tenant participation funds are going to be spent, it could avoid long disputes about whether the housing authority is spending tenant participation funds properly.

### **Simplicity**

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If there are both state and federally subsidized public housing, an MOU can provide that certain state rules apply to federal tenants and certain federal rules apply to state tenants. This may make it simpler for the housing authority to administer the development.

### **Better development**

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Ultimately, an MOU will help create a better development. Since the MOU spells out everyone's roles and expectations, it will help the housing authority and your tenant organization develop a better partnership and a more cooperative relationship. Working together will produce better results. For example, residents may have much better ideas about what safety strategies would work and would not work to make their development more secure.

## **Provide a process**

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An MOU can benefit a housing authority by providing a clear process for tenant participation. If the housing authority follows the process and tenants don't participate, the housing authority can't be faulted for not trying.

## **Makes tenants responsible**

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An MOU can help housing authorities accomplish their goals by making tenants responsible for assisting the housing authority. For example, when the housing authority is required to get tenant input on modernization, tenants can be responsible for surveying residents.

# **11. What if your housing authority refuses to negotiate an MOU?**

## **Be calm**

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Be calm at first. Housing authority directors usually have a lot on their plate. Public housing is not adequately funded, older housing needs constant attention, and housing authorities are scrambling for funds to preserve the housing they have. Express your understanding of the challenges they face, but stay collected and try to move them toward working with you.

## **Stay focused on your goals**

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If you are the leader responsible for contacting the housing authority on behalf of the tenant group, be careful not to let your emotions get the better of you and say things that will jeopardize what your group wants. Keep your eyes on the prize.

## **Request a meeting in writing**

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If your director refuses to respond to your initial request for a meeting and you have called several times, write a letter requesting a meeting. If you are working with an attorney, ask the attorney to do this. It may be more effective at getting the housing authority's attention and response.

## **Go to the board**

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If the housing authority director still refuses to negotiate with the tenant group, send another letter to the director and "cc" it (send a copy) to the chair of the housing authority board. If this doesn't work, then contact the chair of the housing authority board and ask the board to take action. You may also want to *lobby* individual board members and think of ways that they could be influenced. For example, there is usually a labor representative, or a DHCD appointed representative, or a tenant representative on the housing authority board. Each may have a special interest because of the way in which he

or she was appointed. Board members may also be responsive to contact by local politicians.

### **Go to DHCD or HUD**

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If the board does not take action, if you live in state public housing, write a letter to the Division of Public Housing, Department of Housing and Community Development (DHCD), at 100 Cambridge St., Suite 300, Boston, MA 02114. If you live in federal public housing, write a letter to [HUD—fill in right place]. Tell DHCD or HUD what has happened and request their help.

## **12. What are some negotiation tips?**

### **Negotiate with the right staff**

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- Make sure housing authority staff at the negotiations have the power to negotiate. Or make sure that housing authority negotiators have the ear of the Director.
- When discussing a particular issue, request that staff who have relevant information be present. For instance, if you are discussing what type of equipment will be provided to the tenant association, ask that the person in charge of the equipment be at the meeting.

### **Have examples**

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- Bring real-life examples to your negotiating sessions that support your requests.
- Examples will help persuade the housing authority that your concerns are real.
- Survey tenants to get examples that support your position.

### **Listen and ask questions**

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- Do not make assumptions about what a person is thinking.
- Ask questions to understand a person's point of view.
- There are no stupid questions.
- If you do not understand something, other people probably don't understand either.
- Try to determine the underlying reason for his or her position.
- Acknowledge the other person's point of view.
- Take notes. This can help you "hear" the other person more accurately.

### **Don't be intimidated**

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- As a tenant, you know about the needs of tenants.
- Don't let a housing authority intimidate you by throwing out statistics or legal jargon.
- Don't be intimidated by irrational, angry, or threatening behavior.
- Use your knowledge and experience to challenge the housing authority.

## **Don't take no for an answer**

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- Never accept blanket statements, such as “its against the rules” or “there’s no money.”
- Ask to see the regulations in writing. Often people interpret the same rule differently.
- Ask to see the budget. Just because money has been spent a certain way in the past doesn’t mean it must be spent that way in the future.

## **Take time out**

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- If emotions get too hot or you don’t know what to do next, ask for a “time out.”
- A time-out is a standard practice in negotiating and is called a *caucus*.
- A *caucus* is when people meet with their own group to privately discuss something.
- Even a five-minute caucus can clear your head and set a better direction.
- Ask for a caucus at any time. You don’t need to be “on the spot.”

## **Be prepared to give up something**

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- Don’t give something up unless asked.
- If you give something up, let the other party know this is a compromise.
- Get something in return for compromising.
- Walk away from the table to *caucus*.
- Caucus privately when you come to an impasse and cannot agree on something.

## **Pick your battles**

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- Be realistic about what to fight for.
- Stay focused on what’s most important to residents.
- Be sure that the tenant group has the capacity to carry out its end of the bargain.

# Enforcing a Memo of Understanding

## 13. What if a housing authority does not follow an MOU?

An MOU gives you a powerful legal tool to protect tenants' rights. It is a legal contract which can be enforced in court.<sup>15</sup> But it is powerful only if you use it. And just because a housing authority signed an MOU does not mean that they will follow it.

If a housing authority does not follow a provision in your MOU, write the housing authority a letter reminding them about the specific agreement in the MOU. Always put this in writing so that you will have a paper trail of your efforts to communicate with the housing authority and enforce the MOU.

If regulations are involved, include the specific legal citation of the regulation or a copy of the regulation itself with the key words highlighted. You will always be on stronger ground if you include regulations.

If you are working with an attorney, you may want to ask the attorney to write this letter and help you communicate with the housing authority. You can also let the Massachusetts Union of Public Housing Tenants know about any violations, and they can help you strategize about what to do.

If, after receiving your letter, the housing authority still refuses to follow the MOU, contact DHCD (if you live in state public housing) or HUD (if you live in federal public housing) and ask to speak to someone assigned to your housing authority. That person may be able to help work out a solution.

Finally, if the housing authority still refuses to follow the MOU, you can file a complaint in court seeking to enforce the agreement. While this is a last resort and one that you may not want to take on without legal assistance, tenants have gone to court and won.<sup>16</sup>

# Glossary

**Bidders:** Companies that apply to work for the housing authority on a project. Companies apply for a job by submitting a bid, so they are called bidders.

**Caucus:** When each side of a negotiation team meets privately with its own members to discuss its position. Often occurs during a time-out in a negotiation.

**DHCD:** Massachusetts Department of Housing and Community Development.

**Duly:** Legally, following the rules.

**Duly Elected:** A duly elected tenant organization is one that has been democratically elected by residents according to minimum standards in HUD's rules (24 C.F.R. 964) or DHCD's rules (760 C.M.R. 6.09).

**HUD:** U.S. Department of Housing and Urban Development.

**Law:** All legal rules enforceable in court, including *statutes*, *regulations*, and case law (interpretations of statutes and regulations made by courts).

**Lobby:** Try to influence a decision maker.

**Memorandum of Understanding:** A written agreement between different parties.

**Modernization:** A program where HUD provides federal money to local housing authorities for physical or management improvements to public housing.

**Recognize:** To officially acknowledge an organization's existence. For example, the housing authority must recognize a duly elected tenant organization.

**Regulations:** Legal rules published by state and federal agencies (such as DHCD or HUD) to carry out their programs, outline their responsibilities, and set out the rights of any beneficiaries under their programs.

**Request for proposals:** The document a housing authority sends out asking businesses and organizations to apply to work on a project or to supply a service.

**Section 3:** A federal program that requires housing authorities to create job training opportunities and jobs "to the greatest extent feasible" for public housing residents and low-income people.

**Statute:** An act of the legislature requiring or prohibiting something.

# Legal Services Directory

The agencies below provide free legal services for civil cases involving landlord-tenant issues, government benefits, elderly issues, domestic relations, and other non-criminal matters. Most agencies have geographic and income limitations. To find out what program covers your community, go to [www.MassLegalHelp.org](http://www.MassLegalHelp.org) and click on "Get Legal Help."

|   |                     |
|---|---------------------|
| <b>Boston College Legal Assistance Bureau</b> .....           | <b>781-893-4793</b> |
| 24 Crescent St., Suite 202, Waltham MA 02453                  |                     |
| <b>Cambridge &amp; Somerville Legal Services</b> .....        | <b>617-603-2700</b> |
| 432 Columbia St., Cambridge MA 02141                          |                     |
| <b>Center for Public Representation</b> .....                 | <b>617-451-0855</b> |
| 246 Walnut St., Newtonville MA 02460                          |                     |
| <b>Center for Public Representation</b> .....                 | <b>413-587-6265</b> |
| 22 Green St., Northampton MA 01060                            |                     |
| <b>Community Legal Services &amp; Counseling Center</b> ..... | <b>617-661-1010</b> |
| One West St., Cambridge MA 02139                              |                     |
| <b>Disability Law Center</b> .....                            | <b>617-723-8455</b> |
| 11 Beacon St., Suite 925, Boston MA 02108                     |                     |
| <b>Greater Boston Legal Services</b> .....                    | <b>617-371-1234</b> |
| 197 Friend St., Boston MA 02114                               |                     |
| <b>Hale &amp; Dorr Legal Services Center</b> .....            | <b>617-522-3003</b> |
| 122 Boylston St., Jamaica Plain MA 02130                      |                     |
| <b>Harvard Legal Aid Bureau</b> .....                         | <b>617-485-4408</b> |
| 1587 Mass. Ave., Cambridge MA 02138                           |                     |
| <b>Legal Advocacy and Resource Center</b> .....               | <b>617-603-1700</b> |
| 197 Friend St., 9 <sup>th</sup> fl., Boston MA 02114          |                     |
| <b>Legal Assistance Corporation of Central Mass.</b> .....    | <b>508-752-3722</b> |
| 405 Main St., 4th fl., Worcester MA 01608                     |                     |
| <b>Legal Services for Cape, Plymouth &amp; Islands</b>        |                     |
| 460 W. Main St., Hyannis MA 02601 .....                       | <b>508-775-7020</b> |
| 18 Main St. Ext., 3rd fl., Plymouth MA 02360 .....            | <b>508-746-2777</b> |

|   |                     |
|---|---------------------|
| <b>ass. Advocacy for Children.....</b>                                | <b>617-357-8431</b> |
| 100 Boylston St., Suite 200, Boston MA 02116                          |                     |
| <b>Mass. Justice Project</b>  |                     |
| 57 Suffolk St., Suite 401, Holyoke MA 01040 .....                     | <b>413-533-2660</b> |
| 332 Main St., 6 <sup>th</sup> fl., Worcester MA 01068 .....           | <b>508-831-9888</b> |
| <b>Mass. Law Reform Institute .....</b>                               | <b>617-357-0700</b> |
| 99 Chauncy St., Suite 500, Boston MA 02111                            |                     |
| <b>Mental Health Legal Advisors Committee.....</b>                    | <b>617-338-2345</b> |
| 294 Washington St., Suite 320, Boston MA 02108                        |                     |
| <b>Merrimack Valley Legal Services</b>                                |                     |
| 170 Common St., Lawrence MA 01840.....                                | <b>978-687-1177</b> |
| 35 John St., Lowell MA 01852.....                                     | <b>978-458-1465</b> |
| <b>National Consumer Law Center .....</b>                             | <b>617-523-8010</b> |
| 77 Summer St., 10 <sup>th</sup> fl., Boston MA 02110                  |                     |
| <b>Neighborhood Legal Services</b>                                    |                     |
| 179 Common St., Suite 300, Lawrence MA 01840 .....                    | <b>978-686-6900</b> |
| 37 Friend St., Lynn MA 01902 .....                                    | <b>781-599-6900</b> |
| <b>Neighborhood Legal Services/Essex Family Legal Aid Center.....</b> | <b>978-740-6688</b> |
| 70 Washington St., Salem MA 01970                                     |                     |
| <b>New Center for Legal Advocacy .....</b>                            | <b>508-979-7160</b> |
| 257 Union St., New Bedford MA 02740                                   |                     |
| <b>South Middlesex Legal Services .....</b>                           | <b>508-620-1830</b> |
| 354 Waverly St., Framingham MA 01701                                  |                     |
| <b>Southeastern Mass. Legal Assistance Corp</b>                       |                     |
| 231 Main St., Suite 201, Brockton MA 02301 .....                      | <b>508-586-2110</b> |
| 30 Third St., 3rd fl., Fall River MA 02720. ....                      | <b>508-676-6265</b> |
| 21 South Sixth St., New Bedford MA 02740 .....                        | <b>508-979-7150</b> |
| <b>Volunteer Lawyers Project.....</b>                                 | <b>617-423-0648</b> |
| 29 Temple Place, Suite 300, Boston MA 02111                           |                     |
| <b>Western Mass. Legal Services</b>                                   |                     |
| 20 Hampton Ave., Suite 100, Northampton MA 01060 .....                | <b>413-584-4034</b> |
| 152 North St., E-155, Pittsfield MA 01201 .....                       | <b>413-499-1950</b> |
| 127 State St., Springfield MA 01103 .....                             | <b>413-781-7814</b> |

# Reference Materials

# 14. Sample Letter to Housing Authority

This is a sample letter you can use to request a meeting with your housing authority.

Your name  
Your group's name

Date

Executive Director's Name  
Your Housing Authority  
Address

Dear Director:

My name is \_\_\_\_\_, and I am the \_\_\_\_\_ [*state your title and if you have no title, say you're a member*] of the \_\_\_\_\_ [*name of your tenant organization*]. As the duly elected tenant organization of \_\_\_\_\_ [*name of your development*], \_\_\_\_\_ [*name of your tenant organization*] exists to protect public housing and to serve the tenant community. Our goal is to work with tenants and \_\_\_\_\_ [*name of your housing authority*] on issues of mutual concern.

Over the past several weeks, we have been working to draft a Memorandum of Understanding (MOU) between our association and \_\_\_\_\_ [*name of your housing authority*]. We believe that working with you to create an MOU will help us develop a partnership that will ultimately create a better development.

We would appreciate the opportunity to meet with you and your staff to discuss the draft Memorandum. I can be reached at the above address, or at (999)-999-9999.

I look forward to discussing our mutual goals.

Sincerely,

Your Name (signed)

Your Name (typed or printed)

Title and Name of Group

## **15. Sample Memorandum of Understanding**

The following document is an example of an MOU between a tenant organization and a housing authority. It was developed over the years by the Massachusetts Union of Public Housing Tenants, with the assistance of Massachusetts Law Reform Institute and other legal services attorneys. Tenant groups and housing authorities can use this as a starting place to develop agreements and then negotiate more specifics based on local needs and resources.

This sample agreement has helped tenant organizations and housing authorities come to common understanding about how regulations will be implemented in their particular location. It captures key policies that residents should be involved in and it provides a vehicle for tenants to talk through all of these policies.

Please remember that this document is just an example. While it is based on Massachusetts regulations for tenant participation, the specific details it spells out are not regulations and are not binding in any community until an actual MOU has been negotiated and signed. Also, not all of these provisions work everywhere. You need to tailor this sample to your local needs.

If you have questions or want assistance or would like an electronic copy of the sample document e-mailed to you, contact the Massachusetts Union of Public Housing Tenants at 617-825-9750. Mass Union encourages all communities to negotiate Memos of Understanding.

# **Sample Memorandum of Understanding**

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**Prepared by the Massachusetts Union of Public Housing Tenants  
and the Massachusetts Law Reform Institute**

## I. PRELIMINARY STATEMENT

### 1. **Parties**

This agreement is made between \_\_\_\_\_ Housing Authority (the Authority) and \_\_\_\_\_ Tenant Organization (the Tenant Organization). This agreement recognizes and implements the Authority's obligation to encourage tenants, through its 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 guidance from the United States Department of Housing and Urban Development (**HUD**) and/or the Department of Housing and Community Development (**DHCD**).

## II. RECOGNITION

The Authority recognizes the Tenant Organization as the official representative of the tenants residing in the state- or federally- (*choose one*) funded \_\_\_\_\_ (*name of development*), with the power to negotiate on all matters that affect residents of those developments.

## III. TENANT ORGANIZATION ACTIVITIES

1. **Right to Participate in Tenant Organization.** The Authority recognizes the right of all tenants to organize and to join tenant 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.

2. **Written Information to Tenants.** The Authority shall give each existing tenant and new tenant as they move in 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.

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

4. **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.

#### **IV. MEETINGS**

1. **Periodic Meetings.** The Executive Director of the Authority or his/her designee shall meet at least once a month with representative(s) from the Tenant Organization. The purpose of these meetings is to discuss issues of concern to the parties and to carry out the requirements of this Agreement and applicable regulations. The Authority representative at these meetings shall have the power to enter into agreements on behalf of the Authority.

2. **Meeting Schedule.** The date for the first meeting will be set at the signing of this document. The meetings will be held on the last Friday (or another day) of the month at \_\_\_ p.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.

#### **V. 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 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 Organization. If the records are voluminous, the Tenant Organization shall be allowed access to the documents in the Authority office during normal business hours, and may copy portions free of charge.

#### **VI. FACILITIES FOR THE TENANT ORGANIZATION**

1. **Office Space.** The Authority shall lease at no charge to the Tenant Organization an office on Authority property. This is currently located at: \_\_\_\_\_ . The office shall be accessible, private, secure, large enough to meet the reasonable needs of the Tenant Organization, freely accessible to tenants at all times, and in a location

convenient to the maximum number of tenants. Other groups may share the office only with written permission of the Tenant Organization. The key for the office shall be kept by the Tenant Organization; Authority members, agents or employees may enter only with the permission of the Tenant Organization except in cases of emergency.

2. **Furniture, Internet, 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 computer (with Internet access), fax, filing cabinets, lamps, and bookshelves. The Authority shall provide consumable office supplies, including all items customarily used in the operation of a business office, and shall replenish them as reasonably necessary.

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 its own computer, the Authority shall provide it with computer support 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. The Authority shall provide for the installation of a telephone and shall pay the basic service cost; the Tenant Organization shall pay for long-distance calls.

3. **Meeting Space.** The Tenant Organization shall have free access to and control of a meeting room and kitchen. This is currently located at: \_\_\_\_\_.  
The Authority will maintain these rooms in the same condition as their business offices. The Authority will supply the Tenant Organization with cleaning supplies and equipment so tenants may do additional cleaning as desired. The kitchen will be equipped with a stove, refrigerator and sink, which the Authority will keep in working condition. When Authority employees use this kitchen, the Authority is responsible for the clean-up.

## **VII. FUNDS FOR THE TENANT ORGANIZATION**

1. **Funds for the Tenant Organization.** The Authority shall make available to the Tenant Organization funds at the rate stated in current state regulations for tenant participation (*currently found at 760 C.M.R. 6.09*) and at the rate provided in the federal public housing regulations and notices (*currently found in 24 C.F.R. 964 and Notice 2001-3*). These funds will be used for general items of expense in the conduct of the business and activities of the Tenant Organization. This includes additional office equipment, special stationery, telephone costs beyond the basic service costs, travel for Tenant Organization business, postage, dues to statewide and national tenant organizations, attendance at relevant conferences (including hotel costs, if necessary), light refreshments related to tenant participation events, publications and training related to tenants' rights and education, and services to tenants. Funds may not be used for social or recreational purposes such as parties, outings, recreational equipment, and charitable or religious donations.

2. **Method of Providing Funds, Budget, and Report of Expenditures.** At the beginning of the budget year, which starts on \_\_\_\_\_, the Tenant

Organization shall submit to the Authority a budget describing its proposed expenditures for the upcoming year. This budget when agreed upon will be authorized at the following Authority Board meeting, and the Tenant Organization will be eligible to receive funds within five (5) 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 tenant participation funds spent.

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 should be forwarded to the appropriate regulatory agency for the 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 (5) 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 considers 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 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, DHCD and/or HUD that relate to tenants of the \_\_\_\_\_ (*local development*). In addition, these shall be on file in the Authority office at \_\_\_\_\_ (*local development*). 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.** When the Authority proposes any change in policies or practices that may affect tenants at \_\_\_\_\_ (*local development*), the Authority shall submit these proposed changes in writing to the officers of the Tenant Organization. The Authority must give the Tenant Organization and all affected residents

written notice of the proposed changes and thirty (30) days to review and comment in writing on the proposed changes. If the Tenant Organization submits written objections or suggestions, the Authority has ten (10) working days to respond in writing, with specific legal and factual reasons supporting the proposed change. The Authority shall promptly meet with the Tenant Organization to seek to reach agreement. If differences about the changes remain between the Tenant Organization and the Authority after the meeting, the Authority's proposal and written tenant objections shall be forwarded to the regulatory agency. Both parties will request that the appropriate regulatory agency review the positions of the parties, determine which tenant recommendations should be incorporated, and notify both the Authority and the Tenant Organization of their decision. The new policy will be implemented either when both parties agree or when this decision is received from the regulatory agency.

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 or that this is required by law.

4. **Conduct of Authority Employees.** The conduct of Authority employees toward tenants shall be courteous, civil and respectful. The Authority will instruct its employees to this effect. At the beginning of each calendar year the Director will send a letter to all employees suggesting appropriate ways to deal with the frustrations of their jobs and emphasizing the necessity of respectful communication with tenants. When a complaint is made by a tenant regarding an employee, the Authority will: a) ask the tenant to put it in writing, b) promptly investigate the complaint, c) report its finding in writing to the tenant, and d) keep a copy of the complaint and finding (with the tenant's name removed) in the employee's file, to be part of the standard review process. The report to the tenant will include a statement that if the tenant is not satisfied with the action taken by the Authority, the tenant may contact the Tenant Organization for assistance in taking the complaint through the grievance procedure.

## **IX. HIRING**

1. **Job Description.** Descriptions for every job at the Authority shall be kept on file and be available to the Tenant Organization for inspection and comment. Before any vacancy is filled, the job description shall be reviewed, updated, and approved by the Hiring Committee described below, subject to job requirements of the regulatory agency. Each job description shall contain:

- (a) A summary of the duties to be performed and the background qualifications required. This summary shall appear in the newspaper advertisement used to fill vacancies in the job classification.

- (b) A detailed checklist of duties likely to be performed by a person within the job classification. The list shall be arranged in the order of the relative importance of duties within the job, with the most important first.
- (c) A complete list of past experience, training or education which is absolutely prerequisite to being considered for the job.
- (d) A list of past experience, training or education which would be desirable for the job.
- (e) The relation of the job to others within career ladders, a description of promotion and transfer rights, and a statement that training will be available where needed in conjunction with promotions.

An explanation of the probationary period, the review process at the end of it, and the standards used to determine whether the employee will receive permanent status in that position.

2. **Advertisement for Positions**. All positions to be filled shall be posted and advertised in conformity with the DHCD Regulations for Affirmative Action Governing Local Housing Authorities, and/or HUD's Section 3 requirements (if *federal*), and DHCD Regulations for Tenant Participation (if *state*). The job description shall be included in all postings and advertisements. A copy of any job postings will be sent directly to the Tenant Organization on the same day it becomes public.

3. **Hiring Committee**. The Authority recognizes the importance of resident participation in hiring. The Tenant Organization shall have at least two seats on all Authority hiring panels. The purpose of the Hiring Committee is to review applications, conduct interviews with candidates, advise and make recommendations to the Executive Director and on all potential hires for positions which have an effect on residents' lives.

4. **Employment Priorities**. The Hiring Committee and the Authority shall give priority, consistent with equal opportunity practices, to a qualified tenant who has applied for the available position. The tenant does not need to be more qualified than other applicants— simply qualified. This policy and practice shall include, but not be limited to, the employment of administrative, managerial, and clerical personnel, security guards, maintenance personnel, and resident and housekeeping aides.

5. **Training and Employment Opportunities**. The Authority shall, as a condition of bids on all new construction and modernization work, require that all general contractors and subcontractors seek to employ and train project residents, to the greatest extent feasible, consistent with applicable laws and requirements. The Tenant Organization will be sent a copy of the request for a waiver at the same time as the request is sent to the Authority and/or all available funds and assistance from local and federal programs that provide job training, scholarships, etc., in order to train existing or newly hired tenant employees.

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

## **X. BUDGET OF THE AUTHORITY**

1. **Tenant Recommendations for Budget.** Prior to the preparation of its annual operating budget, the Authority shall meet with the Tenant Organization to solicit tenant recommendations and proposals regarding the budget. The Authority shall then draft a proposed operating budget and shall submit it to the Tenant Organization. The Authority shall make available to the Tenant Organization qualified personnel to explain and clarify the proposed budget.

2. **Resolution of Disputes Concerning Budget.** If the tentative annual budget does not include all of the recommendations and proposals of the Tenant Organization, the Authority shall explain in writing its reasons for rejecting each recommendation and proposal which has not been included. The Authority and the Tenant Organization shall meet to attempt to resolve their differences. If no agreement is reached, the Authority shall request that the funding agency(s) review the positions of the parties, make a determination as to which tenant recommendations and proposals should be incorporated into the budget, and send notice of its findings to both the Authority and the Tenant Organization.

3. **Special Budgets.** The Authority will follow a similar procedure in the preparation of any special or revised Authority budget.

## **XI. AUTHORITY BOARD MEETINGS**

1. **Notification.** In order that the Tenant Organization may be fully informed and that discussions between the parties may be based on a common understanding of facts and problems, the Authority shall provide the Tenant Organization with a copy of the packet supplied to Authority Board members (*or governing body—for example, in Boston, the Executive Committee*) prior to their meetings. This shall include all non-confidential official communications between members of the Authority's Board of Commissioners and Authority officials and employees, including the agenda for any upcoming meeting, draft minutes of any previous meetings, and copies of any material to be considered by the Board. The Tenant Organization shall receive this packet at least five working days prior to Board meetings.

2. **Place on Agenda.** The Authority shall include on the agenda of each meeting of the Board time for discussion with the Tenant Organization and time for residents to speak on issues of resident concern.

## **XII. PRIVACY AND CONFIDENTIALITY**

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 Organization 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.

## **XIII. 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 Requests.** The Authority shall maintain written records of all tenant complaints concerning, and requests for, maintenance and repairs. At the regular meetings scheduled with the Tenant Organization and the Authority, on the agenda will be a discussion about maintenance and repairs, including whether repair requests or work orders are being processed in a timely manner, what complaints or reports 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.
3. **Repairs.** When a tenant calls in a request, the complaint will be heard respectfully and recorded. The Authority is responsible for the service contracted to take the calls. The Authority shall automatically provide (without the tenant's 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.

The Authority shall make all non-emergency repairs requested by tenants within two (2) weeks after receipt of the tenant's request, or provide tenant with a written reasonable explanation for the delay. All emergency repairs will be made within twenty-four (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 door locks, and broken doors. Each tenant shall receive a copy of the Authority's Emergency Procedures.

4. **Periodic Maintenance.** Every two months, Authority personnel will tour the outside of the development, noting maintenance needs. This tour shall include: the Director of Maintenance, a maintenance worker for the development, and a representative from the

Tenant Organization. The Executive Director will be included at least every four (4) months.

The Authority shall formulate written plans for the periodic maintenance of buildings, systems and equipment, and appliances. At least 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.

#### **XIV. SECURITY**

1. **Application for Funding**. The 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 and ongoingly 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.

2. **Improving Communication**. Authority agrees to develop a specific, measurable plan to improve the cooperation and communication between the Tenant Organization, the Authority and the Police. This plan will be developed within three (3) months of the signing of this agreement, and will be reviewed every six (6) months.

#### **XV. MODERNIZATION**

*[Note: What follows are sample provisions based on state and federal regulations. In some ways, the sample provisions are similar because the regulations are similar; in some ways, they are different because the regulations are different. If your tenant organizations represent both state and federal public housing tenants, you can try to bring together the best of both. There are also different regulations for housing authorities with less than 250 federal public housing units and with more than 250 federal public housing units.]*

##### **For state public housing**

1. **Pre-Application**. The Authority shall notify the Tenant Organization as funding rounds are announced or whenever it plans to seek modernization funds to meet central safety or energy needs. The Tenant Organization shall be involved in determining the priorities of work items for the application. For this purpose, the Authority shall schedule a meeting with the Tenant Organization at a time and place when the maximum number of tenants should be able to attend. The Authority shall post in a conspicuous place in the central office and in each development notice of the scheduled meeting that indicates the date, time, and purpose of the meeting.

2. **Clarification of Modernization Process.** When such meetings are held, if no Tenant Organization exists, a temporary chairperson shall be elected by the tenants present to preside over this and any other meeting until a duly recognized Tenant Organization shall have been formed. The tenants shall have the right to invite technical and other experts to the meeting. The Authority shall explain the modernization program and procedures, and shall answer questions presented by the tenants relating to the modernization process. For this purpose, the Authority's modernization director or other individual responsible for the modernization proposal shall be present at the meeting. At or subsequent to the meeting, the tenants may inform the Authority orally or in writing of their comments on, and suggestions for the modernization proposal. Tenants' expressed needs and priorities shall be given proper weight consistent with sound management.

3. **Proposal Input.** The Authority shall prepare a draft application outlining modernization needs. It shall provide a copy of the draft to the submission of the application to the DHCD (the Department). The Tenant Organization chairperson shall sign the application unless the Tenant Organization and Authority disagree on priorities, inclusion of work items, thoroughness, documentation, accuracy, or clarity of the application. Should this occur, representative(s) from the modernization committee of the Tenant Organization will work cooperatively with the Authority to make the application mutually acceptable. If some differences remain by one (1) week before application submission, these shall be noted in a letter from the Tenant Organization and attached to the application.

4. **Modernization Needs.** The Tenant Organization shall inform the Authority in writing of any critical health, safety or energy work items that need to be addressed, whether or not a formal funding round has been announced.

5. **Communications.** The Authority shall post notices regarding modernization in a conspicuous place in the main office and in each development. It shall also forward to the Department all written comments submitted directly by tenants pertaining to the modernization program. The Department shall provide to the Authority copies of all comments submitted directly to the Department by tenants.

6. **Allocation of Funds.** If awarded funding, the Authority shall execute a contract with the Department. The Tenant Organization's chairperson shall also sign the contract as an indication of approval. If the chairperson is not willing to indicate approval, then a letter outlining the reasons for refusal to sign should be attached to the contract when conveyed to the Department for signature.

7. **Selection of Consultants.** The Authority and the Tenant Organization shall interview finalists (for architects and engineers) in accordance with Mass. General Laws Chapter 7. The Tenant Organization's chairperson shall indicate approval by signing the consultant's contract.

8. **Bidding Document Preparation.** The Authority shall familiarize the tenants with the proposed improvements. The consultant and the Authority shall solicit, review, and

incorporate, insofar as possible, comments from the tenants on the proposed modernization improvements. If the Tenant Organization does not agree with items or approaches regarding the proposed improvements, a letter stating the reasons for disagreement shall be forwarded to the Authority and attached to the plans and specifications when submitted to the Department for review.

9. **Construction Contract Review and Awards.** The Authority shall inform the Tenant Organization of their intention to award the construction contract to the lowest responsible bidder. If the Tenant Organization requests, the Tenant Organization will have one week to state in writing any evidence they have that this party should not be awarded the contract. Should this occur, the Authority shall refute or agree with this evidence in writing, and meet with the Tenant Organization to either discuss differences or to select the next lowest bidder. The same process then holds for the new proposal, until a construction contract is awarded. The Authority shall inform the Tenant Organization of the proposed construction schedule and shall make all documents relating to the modernization development available in the Authority's office for inspection.

10. **Construction.** The Authority and a representative of the modernization committee of the Tenant Organization shall be represented at all pre-construction conferences. In certain jobs, as designated by the Department, the services of a tenant coordinator or tenant coordinators may be appropriate.

11. **Tenant Coordinator(s).** The tenant coordinator (s), shall be selected by the Authority on the basis of applications reviewed, approved and prioritized by the Tenant Organization. If the Authority disagrees with any of the Tenant Organization's selections, the Authority shall inform the Tenant Organization of the reasons for disagreement. The Department will mediate any further dispute.

The tenant coordinator(s) shall assist the Authority and the general contractor to efficiently complete the construction program and represent the interest of tenants and the Authority in the construction work. The tenant coordinator(s) shall work no less than twenty (20), but no more than one and a half (1½) times the current minimum wage. The Chairperson of the Tenant Organization shall be ineligible to receive compensation as a tenant coordinator.

The tenants, either by a tenant coordinator or the Tenant Organization's chairperson, shall be allowed to have no more than two (2) observers at any regularly scheduled job meeting.

**For federal public housing tenants in small housing authorities  
(less than 250 units of federal public housing)**

**1. General.** The Authority recognizes that the Tenant Organization has an essential role in the planning and implementation of all programs aimed at upgrading, rehabilitating or modernizing the development. Although the structure of programs funding such

modernization may change from time to time, the Authority agrees to include the Tenant Organization at all major decision points. The Tenant Organization and the Authority shall work in a cooperative and collaborative manner to develop, implement and monitor the modernization program. The Authority shall promptly notify the Tenant Organization of any significant event relating to modernization, such as a HUD decision to withhold funds.

**2. Pre-Application.** The Authority shall notify the Tenant Organization as funding rounds are announced or whenever it plans to seek modernization funds to meet central safety or energy needs. The Tenant Organization shall have an opportunity to present its views on the proposed modernization and alternatives to it. For this purpose, the Authority shall schedule a meeting with the Tenant Organization at a time and place when the maximum number of tenants should be able to attend. The Authority shall post in a conspicuous place in the central office and in each development a notice of the scheduled meeting that indicates the date, time, and purpose of the meeting.

**3. Pre-Application Meeting.** The tenants shall have the right to invite technical and other experts to the meeting. The Authority shall explain the modernization program and procedures, and shall answer questions presented by the tenants relating to the modernization process. For this purpose, the Authority's modernization director or other individual responsible for the modernization proposal shall be present at the meeting. At or subsequent to the meeting, the tenants may inform the Authority orally or in writing of their comments on, and suggestions for the modernization proposal. Tenants' expressed needs and priorities shall be given full and serious consideration consistent with sound management. Within two (2) weeks of the meeting, the Authority shall respond in writing to the residents, indicating its acceptance or rejection of resident recommendations.

**4. Proposal Input.** The Authority shall prepare a draft application outlining modernization needs. The Tenant Organization shall be involved in determining the priorities of work items for the application. The Authority shall provide a copy of the draft to Tenant Organization at least forty-five days prior to the submission of the application to HUD. The Tenant Organization chairperson shall sign the application unless the Tenant Organization and Authority disagree on priorities, inclusion of work items, thoroughness, documentation, accuracy, or clarity of the application. Should this occur, representative(s) from the modernization committee of the Tenant Organization will work cooperatively with the Authority to make the application mutually acceptable. If some differences remain by one (1) week before application submission, these shall be noted in a letter from the Tenant Organization and attached to the application.

**5. Modernization Needs.** The Tenant Organization shall inform the Authority in writing of any critical health, safety or energy work items that need to be addressed, whether or not a formal funding round has been announced.

**6. Resident Input During Modernization.** Once funding is allocated for a specific project, the Tenant Organization will work closely with the Authority to implement the

improvements. The Tenant Organization shall be involved at every step of the process, including but not limited to the following: [not in state]

**(a) Selection of Consultants.** The Authority and the Tenant Organization shall jointly interview finalists for architectural and engineering contracts, as well as finalists for employment as clerk of the works for all major projects that are designated for the development. For projects that involve multiple developments, an authority-wide Tenant Organization will be consulted.

**(b) Planning Process.** Copies of the architect or engineer's schematic submission, design development submission (if applicable) and construction document submission shall be forwarded to the Tenant Organization for review. If requested, Authority staff will schedule modernization meetings to review these submissions and to solicit necessary input from residents. If requested, the Authority will notify all residents of the affected development about modernization meetings in the languages appropriate for the development.

**(c) Bidding.** The Authority will notify the Tenant Organization of the date and time for the general bid opening for all construction contracts affecting the development. Tenant Organization representatives are encouraged to attend and to assist the Authority's staff with reference checks on the low bidder.

**(d) Construction.** The Tenant Organization shall designate a representative to participate in the construction process. This individual will function as an observer for the Tenant Organization and be invited to attend the pre-construction meeting with the architect/engineer and the contractor as well as weekly job meetings. Prior to the closeout of a construction contract, the Tenant Organization will be notified to determine if there are any unresolved issues of problems with the construction.

**For federal public housing tenants in large housing authorities  
(over 250 units of federal public housing)**

1. (Same as **General** in previous section.)

**2. The Comprehensive Plan.** Residents shall be fully informed and involved in developing the content of, and monitoring the implementation of, the comprehensive plan including the physical and management needs assessments, viability analysis, five-year action plan, and annual statement. The Authority shall prepare a draft plan outlining modernization needs. The Tenant Organization shall be involved in determining the priorities of work items for the plan. The Authority shall provide the Tenant Organization with copies of the proposed plan or submission, including all relevant documents, at least seven days prior to any informational meeting required by paragraph 3. Also, the Authority agrees to promptly inform the Tenant Organization of any significant changes to the comprehensive plan, including changes in the scope of work or the order of items within the approved five-year action plan.

**3. Informational Meeting.** At least seven (7) days before the public hearing mentioned in paragraph 4, the Authority shall schedule a meeting open to all residents and duly elected Tenant Organizations affected by the plan. The meeting shall be held at a time and place when the maximum number of tenants should be able to attend. The Authority shall post in a conspicuous place in the central office and in each development a notice of the scheduled meeting that indicates the date, time, and purpose of the meeting. At the meeting, the Authority shall explain the modernization program, procedures, and components of the comprehensive plan, and shall answer questions presented by the tenants. For this purpose, the Authority's modernization director or other individual responsible for the comprehensive plan shall be present at the meeting. At or subsequent to the meeting, the tenants may inform the Authority orally or in writing of their comments on, and suggestions for, the modernization plan.

**4. Public Hearing.** At least once annually, the Authority shall hold a public hearing to present information on the comprehensive plan, the annual submission, and the status of prior approval programs. The hearing shall take place at least thirty (30) days before the plan or submission is scheduled to be sent to HUD. The Authority shall post in a conspicuous place in the central office and in each development a notice of the scheduled hearing that indicates the date, time, and purpose of the public hearing. At the hearing, all interested parties shall have an opportunity to express their concerns, priorities, and suggestions. The tenants shall have the right to invite technical and other experts to the meeting.

**5. Response to Public Comments.** The Authority shall give full and serious consideration to the comments of residents. Within fourteen (14) days of any public hearing required by paragraph 4, the Authority shall respond in writing to the residents, indicating its acceptance or rejection of resident recommendations. Comments will be forwarded to the Authority Board of Commissioners for further consideration. Comments, both positive and negative, will also be reported to HUD with the Plan or annual submission.

**6. Modernization Needs.** The Tenant Organization shall inform the Authority in writing of any critical health, safety or energy work items that need to be addressed, whether or not a formal funding round has been announced.

**7. Resident Input During Modernization.** Once funding is allocated for a specific project, the following process will be employed to implement the improvements:

(a) **Selection of Consultants.** (Same as **Selection of Consultants** in previous section.)

(b) **Planning Process.** (Same as **Planning Process** in previous section.)

(c) **Bidding Document Preparation.** The Authority shall familiarize the tenants with the proposed improvements. The consultant and the Authority shall solicit, review, and incorporate, insofar as possible, comments from the tenants on the proposed

modernization improvements. If the Tenant Organization does not agree with items or approaches regarding the proposed improvements, a letter stating the reasons for disagreement shall be forwarded to the Authority and attached to the plans and specifications when submitted to HUD for review.

(d) **Bidding.** (Same as **Bidding** in previous section.)

(e) **Construction.** (Same as **Construction** in previous section.)

**8. Performance and Evaluation Report.** For any year in which the Authority is required to submit a Performance and Evaluation Report to HUD, the Authority shall promptly notify the Tenant Organization of the availability of the proposed report, make copies available to residents in the development office, and provide residents with at least thirty (30) days in which to comment on the report.

## **XVI. TENANT GRIEVANCES**

**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, or 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 members. Two representatives and two alternates shall be chosen by the Tenant Organization. Two members and two alternates shall be chosen by the Authority.

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

One disinterested member and one disinterested alternate shall be chosen jointly by the Tenant Organization 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 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 Organization 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 evenings 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 function as 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 Organization. The form is not necessary, however.

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 registered 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 within 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 proposes to do about the tenant's complaint, and must include the full and 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 schedule.

**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 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 within 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. Hearings 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 refuses 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 persons allowed shall be the tenant, a maximum of three 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 decisions, 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 hearings shall be kept by the Authority. A hearing shall be tape-recorded, and the tape shall be kept by the Authority in a confidential manner. Only the Authority, the Grievance Hearing Panel, and the tenant or the tenant's authorized representative(s) are allowed access to these written and tape-recorded records.

**12. Appeals from the Decision 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, within ten (10) working days from the date of the Authority's 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 regulations.
- d) The Authority may appeal only to the Board if they responded in writing to the tenant's initial complaint within 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 tape-recorded. 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 this 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 requests, 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 outlined above shall not mean the tenant has given up the right to court or any other remedy available to the tenant.

## **XVII. 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.

## **XVIII. TERM AND RENEWAL**

1. **Term and Renewal.** This Agreement shall be effective for an initial period of three (3) years from the date of signing. It shall be automatically renewed for successive three (3)-year 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 party sending the notice wishes to renegotiate and will include that party's proposal(s) for replacement section(s). All sections 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 HUD or DHCD for resolution.

### **Signatures**

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**President of the Tenant Organization**

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**Executive Director of the Housing Authority**

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**Chairperson of the Housing Authority Board**Date

# Endnotes

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- <sup>1</sup> See *Fall River Housing Joint Tenants Council, Inc. v. Fall River Housing Authority, et al.*, 15 Mass. App. Ct. 992, 448 N.E. 2d 70 (1983). The court found that an MOU between the tenant council and the housing authority was written in a way that made it an enforceable agreement or contract.
- <sup>2</sup> **Federal:** 24 C.F.R. 964. **State:** 760 C.M.R. 6.09.
- <sup>3</sup> 24 C.F.R. 964.18(a)(8). This applied to housing authorities with 250 units or more of federally funded public housing.
- <sup>4</sup> 24 C.F.R. 964.18(a)(8). This applied to housing authorities with 250 units or more of federally funded public housing.
- <sup>5</sup> To see Boston Housing Authority’s local tenant organization tenant participation policy, go to: [www.bostonhousing.org/pdfs/CSD2003LTOParticipation.pdf](http://www.bostonhousing.org/pdfs/CSD2003LTOParticipation.pdf).
- <sup>6</sup> It is important for a tenant group to set up a good accounting procedure because HUD regulations require tenant associations to account for the use of housing authority funds and allow the housing authority to inspect and audit the tenant association’s financial records. 24 C.F.R. 964.150(b)(3).
- <sup>7</sup> Currently, the state provides \$3 per unit (occupied or available for occupancy by tenants represented by the tenant council) per year or a total of \$250, whichever is more, for residents’ participation. The housing authority may, however, agree to up to \$6 per unit if the tenant organization convinces the housing authority of a need for additional funds. See 760 C.M.R. 6.09(3)(c).

Under federal regulations, a housing authority is required to request \$25 per occupied unit per year for tenant participation when it submits its operating budget request to HUD. 24 C.F.R. 990.108(e). The amount that a housing authority must request can be found in Part D, lines 12 and 13 of HUD Form 52723, “Calculation of Operating Subsidy” form, which is the form the housing authority uses to request its operating subsidy. If the total amount of operating subsidy that a housing authority requests is reduced because of insufficient funds from Congress, the tenant participation funds are pro-rated and reduced proportionately. A housing authority must use funding allocated for tenant participation for tenant participation. It is also required to negotiate an MOU with the tenant organization about how tenant participation funds are to be used. For more about how these funds can be used, see HUD’s Notice 2001-3. For more information about tenant participation, see information produced by the National Housing Law Project in its Questions and Answers on Public Housing Resident Participation Fund, available at [www.NHLP.org](http://www.NHLP.org).

Note: Federal rules also provide that a housing authority may use its Capital Grant Program money to fund “capital expenditures to facilitate programs to improve the empowerment and economic self-sufficiency of public housing residents and to **improve resident participation.**” (Emphasis added.)

24 C.F.R. 905.10(k)(1)(viii). Housing authorities may also use money from the Capital Grant Program for “reasonable costs necessary to assist residents to participate in a meaningful way in the planning, implementation, and monitoring process” in preparing the Comprehensive Plan, 5-Year Action Plan, and Annual Submission. 24 C.F.R. 968.112(a)(1)(iv).

- <sup>8</sup> **Federal:** 24 C.F.R. 964.135 (for housing authorities with fewer than 250 federal units). 24 C.F.R. 968.315, 320, 330, and 335 (for housing authorities with more than 250 federal units). Resident council members should be fully involved in all management operations, including modernization. See also 24

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C.F.R. 964. **State:** 760 C.M.R. 11.10. A tenant organization must be given the opportunity to give input on a housing authority's application for modernization funds and bidding documents.

<sup>9</sup> 760 C.M.R. 6.09 and 24 C.F.R. 964.18.

<sup>10</sup> **Federal:** 24 C.F.R. 964.11. **State:** 760 C.M.R. 6.09(1).

<sup>11</sup> **Federal:** 24 C.F.R. 964.18(a)(10) says that MOUs must be reviewed every 3 years. **State:** 760 C.M.R. 6.09(3) says that MOUs must be reviewed every 7 years.

<sup>12</sup> For more about negotiating, see *Getting to Yes*, by Roger Fisher et al., Penguin Books, New York (2nd edition 1991). See pages 97-106 for how to negotiate with someone more powerful than yourself.

<sup>13</sup> Under state law, 760 C.M.R. 6.09(3) states that “[t]he LHA and each LTO shall negotiate an agreement regarding resident participation.” Under federal law, 24 C.F.R. 964(a)(10), (18), housing authorities with 250 units or more “shall put in writing in the form of a Memorandum of Understanding the elements of their partnership agreement....”

<sup>14</sup> 24 C.F.R. 964.18(b)(2)(i).

<sup>15</sup> See *Fall River Housing Joint Tenants Council, Inc. v. Fall River Housing Authority, et al.*, 15 Mass. App. Ct. 992, 448 N.E. 2d 70 (1983). The Mass. Appeals Court found that a memorandum agreement between the tenant council and the housing authority was written in a way that made it an enforceable agreement or contract.

<sup>16</sup> See *Fall River Housing Joint Tenants Council, Inc. v. Fall River Housing Authority, et al.*, 15 Mass. App. Ct. 992, 448 N.E. 2d 70 (1983).