

Voluntary Compliance Agreement

(HUD Case Numbers: 01-15-0542-4 & 01-15-0542-D)

INTRODUCTION

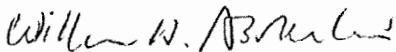
On September 28, 2015, Complainant [REDACTED] filed a complaint with the Department alleging that Recipient discriminated against her by failing to provide a reasonable accommodation. HUD referred the Title VIII complaint to the Massachusetts Commission Against Discrimination (MCAD) but retained jurisdiction to investigate the potential violation of Section 504 and ADA. The Department and Recipient, Springfield Housing Authority, agree to voluntarily settle the above Section 504 and ADA complaints through the terms and conditions of this Voluntary Compliance Agreement (VCA). The entry of this VCA does not constitute an admission by Recipient of liability, or of any violation of any state or federal statute.

1. Recipient promises to refrain from any act that would constitute a violation of the Fair Housing Act; the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.
2. Recipient promises not to retaliate against Complainant or any person who participated in the investigation.
3. Recipient agrees to establish a formal reasonable accommodation policy to conform to, or if it already has such a policy, to review and (if needed) revise same to conform to, the guidance in the HUD and Department of Justice ("DOJ") Joint Statement on Reasonable Accommodations under the Fair Housing Act issued May 14, 2004 and Section 504 by its implementing regulation at 24 CFR 8.
 - (a) The policy shall contain express language covering the topic of Recipient's obligation to grant reasonable accommodations and reasonable modifications when they are not an undue financial and administrative burden;
 - (b) Within sixty (60) days of the effective date of this Agreement, Recipient will submit a copy of the reasonable accommodation policy to the Department for approval.
4. Recipient agrees to adopt any changes required by the Department and implement the policy within 30 days of receiving guidance from the Department.
5. Recipient shall institute recordkeeping for the subject property to demonstrate that each reasonable accommodation request receives proper consideration. For each reasonable accommodation request, Recipient shall record: (1) the nature of the request, (2) date of the request, (3) action taken, and (4) date action was taken. If Recipient denies a particular reasonable accommodation request, they shall also record: (5) the date it contacted the requester to discuss alternative accommodations, (6) a list of alternative accommodations it discussed with the requester, and (7) the reason the request was denied. A written record of the above shall be kept as a written log or spreadsheet.

6. Recipient agrees that within sixty (60) days after receiving HUD's approval of its reasonable accommodation policy, Recipient shall notify all of their tenants of their reasonable accommodation policy.
7. Recipient agrees to submit a report on all reasonable accommodation or modification requests submitted by any tenant, program participant or applicant semi-annually for the three (3) years of the term of this agreement.
8. Recipient agrees to have all staff that interacts with tenants or potential tenants, as well as supervisory maintenance personnel, attend fair housing training annually for the three years following execution of this agreement and provide documentation of each employee's attendance of fair housing training each year for the term of this agreement. Such training attended shall be by an entity approved by HUD or by MCAD and may be provided by the Massachusetts Fair Housing Center.
9. Recipient agrees to provide notice to MCAD when this VCA is executed.
10. Recipient agrees to settle the associated Title VIII case, 01-15-0542-8 being processed as 15SPH02605 in conjunction with this agreement.

SIGNATURES

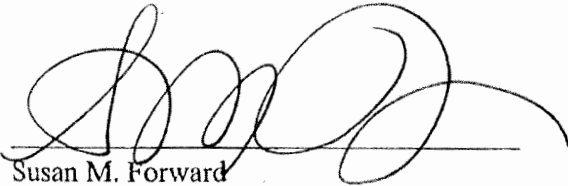
By their signatures affixed hereto, the parties whose names appear below signify their approval of the terms and conditions of this Agreement.



William H. Abrashkin
Executive Director
Springfield Housing Authority

6/22/2016

Date



Susan M. Forward
Region 1 Director
Office of Fair Housing and Equal Opportunity

6/29/2016

Date

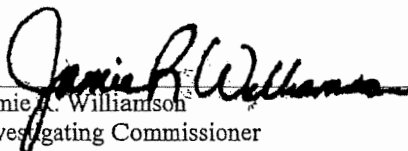
The Commonwealth of Massachusetts
Commission Against Discrimination
436 Dwight Street, Rm. 220, Springfield, MA 01103
Phone: (413) 739-2145 Fax: (413) 784-1056

- DISMISSAL and NOTIFICATION of RIGHTS -

To: Meris F. Berquist, Esq. Massachusetts Fair Housing Center 57 Suffolk Street Holyoke, MA 01040	Case: [REDACTED] v. Springfield Housing Authority MCAD Docket Number: 15-SPH-02605 HUD Number: 01-15-0542-8 Investigator: Beth Tedeschi
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Your complaint has been dismissed for the following reasons:

- The facts alleged fail to state a claim under any of the statutes the Commission enforces.
- Respondent is exempt under MGL Ch. 151B.
- Your complaint was not timely filed with the Commission, i.e. you waited too long after the date(s) of the alleged discrimination to file. Because it was filed outside the time limit prescribed by law, the Commission cannot investigate your allegations.
- You failed to provide requested information, failed or refused to appear or to be available for necessary interviews/conference, or otherwise refused to cooperate to the extent that the Commission has been unable to resolve your complaint. You have had more than 30 days in which to respond to our written request.
- The Commission's efforts to locate you have been unsuccessful. You have had at least 30 days in which to respond to a notice sent to your last known address.
- The Commission issues the following determination. Based upon the Commission's investigation, the Commission is unable to conclude that the information obtained establishes a violation of the statutes. This does not certify that the Respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this complaint.
- While the investigation was pending, the parties agreed to a mutually satisfactory settlement.


Jamie K. Williamson
Investigating Commissioner

Date June 28, 2016

cc:

Priscilla F. Chesky, Esq.
Lyon & Fitzpatrick, LLP
14 Bobala Road
Holyoke, MA 01040

PREDETERMINATION SETTLEMENT

Case Name: [REDACTED] v. Springfield Housing Authority
MCAD Docket No.: 15-SPH-02605
HUD Docket No.: 01-15-0542-8
Investigator: Beth Tedeschi, Compliance Officer

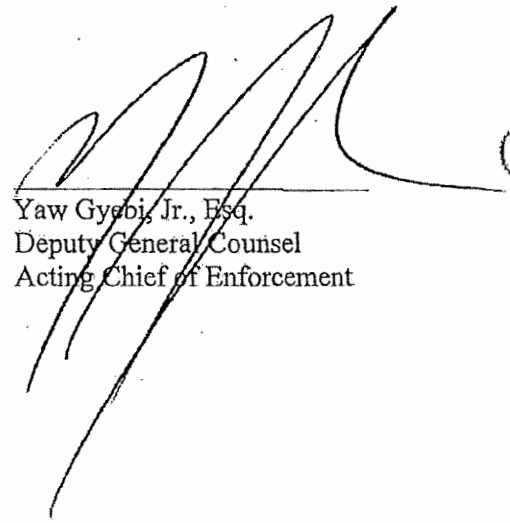
Introduction

On September 28, 2015, Complainant [REDACTED] filed a complaint against Respondent Springfield Housing Authority on the basis of disability. Complainant asserted Respondent's conduct violated M.G.L. c.151B, section 4, paragraphs 6 and 7A.

Conclusion

While the investigation was pending, the parties agreed to a mutually satisfactory settlement.

Beth Tedeschi
Beth Tedeschi
Investigator


Yaw Gyebi, Jr., Esq.
Deputy General Counsel
Acting Chief of Enforcement

SETTLEMENT AGREEMENT AND RELEASE

[REDACTED] v. Springfield Housing Authority
Complainant Respondent

MCAD Docket No. 15-SPH-02605
HUD Federal Charge Number: 01-15-0542-8

This Settlement Agreement (the "Agreement") is made and entered into between [REDACTED] ("Complainant") and Springfield Housing Authority ("Respondent"). The Agreement is made as of the last date of the signature below (the "Settlement Date").

WHEREAS, Complainant filed a claim with the Massachusetts Commission Against Discrimination (MCAD) (MCAD Docket No. 15-SPH-02605) against Respondent alleging discrimination in housing on the basis of disability in violation of M.G.L. c. 151B s. 4, paragraphs 6 and 7A, and the federal Fair Housing Act. The parties hereby resolve and agree to settle these claims in accordance with the following terms:

1. General Provisions.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to this case and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties with regard to this case, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. This Agreement does not supersede the provisions of the agreement

resolving concurrently processed cases. In case of a conflict between the two agreements or between any of the provisions contained therein, the agreement providing the greater or stricter requirements shall prevail.

b. Modification. This Agreement may be amended or modified only in writing and signed by the parties.

c. Respondent must obtain approval from its Board of Commissioners and will present said Settlement Agreement once approved by [REDACTED]

d. Effective Date. The effective date of this Agreement is the date of the last signature on this Agreement OR the date of the last signature on the agreement resolving concurrently processed cases, whichever is later.

e. Voluntariness. Complainant and Respondent acknowledge that they have been advised of their right to consult with counsel of their own choosing prior to signing this Agreement. Complainant and Respondent represent that they have discussed this Agreement with representatives of the MCAD and/or private counsel if so chosen and that they have read and understand all of the provisions of this Agreement. The parties further represent that they are voluntarily entering into this Agreement, and have not been forced to accept or endorse this Agreement.

f. Laws of the Commonwealth. The parties hereto agree that the laws of the Commonwealth of Massachusetts shall apply in interpreting this Agreement.

g. Where a Voluntary Compliance Agreement (VCA) is needed for a concurrent case and when the VCA is made ready at the same time as the MCAD settlement agreement, neither the MCAD agreement nor the VCA will go into effect until both are fully executed.

