

## **Supportive Housing Employment Collaborative (SHEC)**

### **Memorandum of Understanding**

**January 12, 2001**

**Amended: August 3, 2009**

#### **Section 1. Members**

As of the amended date of this Memorandum of Understanding (MOU) the members of the SHEC are Chinatown Community Development Center (CCDC), Community Housing Partnership (CHP), Conard House, Episcopal Community Services (ECS), Mercy Housing California, Hamilton Family Center, and Swords to Plowshares. New members may be admitted to the collaborative through a majority-vote of the SHEC Executive Directors Committee.

#### **Section 2. Tenant Eligibility for Services**

Tenants living in the supportive housing buildings operated by the seven SHEC agencies are eligible to participate in SHEC educational, training and employment activities.

Tenants of additional supportive-housing buildings may be eligible to participate in SHEC activities through a consensus vote of the SHEC Steering Committee in accordance with Steering Committee voting procedures.

#### **Section 3. Mandate from Executive Directors**

1. Operational authority for SHEC is vested in the SHEC Manager, overseen by the Lead Agency, under the guidance of the Steering Committee.
2. The SHEC will strive to meet all of its contracted goals and mandates. SHEC member agency executive directors will receive regular reports, at least quarterly, on progress in all relevant areas.
3. So as the SHEC meets its goals and operates within the quality standards and financial constraints of the parent agencies, the executive directors will fully authorize the Steering Committee to proceed with setting the SHEC's goals and priorities.
4. The executive directors of each member agency will work together to ensure adequate funding for the SHEC, and the Lead Agency and the SHEC Manager will provide a strategy and take a lead in implementing a fundraising plan. All member agencies are equally responsible for the financial sustainability of the SHEC.
5. The SHEC Fiscal Year is from July 1 through June 30 and the Fiscal Year budget will be approved by the executive directors.
6. The SHEC Executive Directors will meet quarterly to discuss SHEC operations. They will vote on policy changes, the budget, selection of the Lead Agency, addition of new members and other issues. A quorum is 50% + 1 of the SHEC members.

#### **Section 4. Description of Lead Agency Role and Responsibility**

The Lead Agency of the SHEC is determined by a vote of the Executive Directors. Community Housing Partnership is the Lead Agency of the SHEC as of the date of this MOU. The Lead Agency in the collaborative will fulfill the following roles and responsibilities:

1. Responsible for program design and delivery, based upon the vision, goals and policies set forth by the Steering Committee and Executive Directors.
2. Fiscal agent for grant funds received by the collaborative, providing financial oversight, and issuing regular reports, at least quarterly, on finances to both funders and the SHEC Executive Directors.
3. At the direction of the Executive Directors, the Lead Agency will develop a balanced/surplus budget for each fiscal year to be approved by the executive directors.
4. Compile information required for internal and external reporting purposes and issue all required reports using information compiled by the SHEC Line Staff.
5. Employ and supervise the central site staff of SHEC.
6. Subcontract with other SHEC member agencies for technical expertise or specialized staff as needed.
7. Establish the SHEC Employment & Training Center's "site rules" concerning client behavior, operations procedures and staff conduct/professionalism.
8. The Lead Agency will procure and execute a lease for office space on behalf of the SHEC, and also maintain adequate insurance coverage for the collaborative.
9. Direct the SHEC Manager to implement fundraising strategies, with support as needed from the Steering Committee and executive directors.

#### **Section 5. Roles and Operating Rules of the Steering Committee**

The SHEC Steering Committee will operate under the following rules, to which all parties pledge themselves:

1. The Steering Committee will be constituted by one representative from each of the member organizations, appointed by the member organization's Executive Director and empowered to make decisions relevant to the SHEC. Each representative will have one vote and will attend all Steering Committee meetings.
2. The Steering Committee has authority over the vision, goals and policies of the SHEC. Program design and implementation decisions will be made by the Lead Agency.
3. There will be full disclosure of relevant information among the parties.

4. The Steering Committee will work toward consensus on all policy issues. In the event that consensus cannot be reached, a vote will be taken and majority rule will prevail provided that the Lead Agency is part of the majority.
5. In the event of any action that needs to be taken on an emergency item, SHEC Steering Committee members may reach a consensus by submitting written or verbal communication to the SHEC Manager.
6. Changes to these operating rules can only be made by consensus agreement of the Steering Committee members.

### **Section 6. Shared Commitments of Member Agencies**

The following commitments will be undertaken by each SHEC member agency:

1. Participate in public education activities, delivering the message, “We believe that low-income tenants will benefit from the SHEC employment and training model.”
2. Commits to post all available jobs, from other member agencies, within their organization. SHEC participants will be recognized as potential viable candidates for positions within member agencies, in agreement with member agency internal posting and personnel policies and procedures, and being consistent with the mission of the SHEC.
3. Agrees to work towards assuring the financial health of the SHEC, notwithstanding the Lead Agency’s responsibility to manage the budget.
4. Commits to bring employment and/or training resources, and job opportunities to the SHEC.
5. Commits to ensure agency services staff refer appropriate tenants for SHEC employment & training services.
6. Ensures that services staff participate in the SHEC as part of their job expectations.
7. Commits to offer available training and educational program slots to SHEC tenants. When space is not available due to capacity constraints, waiting lists will be developed for SHEC tenants for entry into these programs.
8. Member agencies will provide adequate timely information to the SHEC in order for the collaborative to be compliant in reporting to funding agencies. All participant reporting to the SHEC will be delivered electronically to the SHEC Manager by the 5<sup>th</sup> of each month and is required to be submitted in a format provided by the Lead Agency.

### **Section 7. Fiscal Operations & Responsibilities**

1. The Lead Agency will operate under the budget as approved by the executive directors based upon pending committed funds available at the start of the fiscal year. The Lead Agency will only be liable for debts incurred due to negligence in the management of available SHEC funds.
2. All member agencies will be responsible for fundraising of additional expenses or for covering needed funding.
3. There will be no deficit spending, unless authorized by the Executive Directors.
4. The Lead Agency is responsible for providing regular projections and reviews against the budget, at least quarterly, to the Executive Directors.
5. Any budget shortfalls that are projected will be corrected as soon as possible by the Executive Directors.
6. All member agencies will make a good faith effort to absorb, within their organizations, any layoffs of core SHEC staff resulting from budget shortfalls.

**Section 8. Amendments to the MOU**

This MOU will be revised and amended as needed with agreement of all member agencies.

**Section 9. Agreement**

SHEC member agencies agree to abide by the provisions and the spirit of this agreement.

---

Gordon Chin, Executive Director Chinatown Community Development Center	Date
---	------

---

Jeff Kositsky, Executive Director Community Housing Partnership	Date
--	------

---

Richard Heasley, Executive Director Conard House	Date
---	------

---

Ken Reggio, Executive Director Episcopal Community Services	Date
--	------

---

Jane Graf, Executive Director Mercy Housing California	Date
---	------

---

Beth Stokes, Executive Director Hamilton Family Center	Date
---	------

---

Michael Blecker, Executive Director Swords to Plowshares	Date
---	------