

THE YOUTHBUILD COLLABORATIVE of SOUTHERN CALIFORNIA  
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between \_\_\_\_\_  
Name of Agency  
and The YouthBuild Collaborative of Southern California.

This agreement is in effect from July 1, 2019 (or the date it is signed whichever is later) through June 30, 2020.

**INTRODUCTION**

The purpose of this Memorandum of Understanding is to describe a working relationship between YouthBuild organizations in Southern California and YouthBuild USA. Each of these organizations recognizes that at-risk youth and opportunity youth have the potential to contribute to our society and represent a valuable resource which is currently marginalized by existing social, political and economic institutions. Each of the Southern California YouthBuild organizations and YouthBuild USA currently support (or are in the process of planning programs that will support) the empowerment of at-risk youth and opportunity youth through education, construction job training and leadership development. These programs will enable youth to complete high school education and/or a GED certificate and contribute to their communities by building affordable housing. All organizations support the model of education, job philosophy and principles of YouthBuild USA and those organizations with operating programs are members of YouthBuild USA's Affiliated Network or are in the process of applying for such membership.

The organizations have been actively seeking ways to collaborate which would enhance the effectiveness of individual YouthBuild programs in Southern California and demonstrate, through this collaborative, a national model for how multiple agencies working together can create a greater impact on the needs of at-risk youth.

The organizations now wish to formalize their working relationship and agreements and have created this memorandum of understanding for that purpose.

**PURPOSE OF THIS AGREEMENT**

This agreement is intended to provide an initial basis for the organization of collaborative efforts between Southern California sites and YouthBuild USA. The agreement binds each of the participating organizations for a period of twelve months to engage in a collaborative strategic planning process and further the development of the collaborative, its structure and governance. It is intended and expected that the Collaborative will continue beyond twelve months and that many of the provisions established in this agreement will remain in place.

This memorandum of understanding does not preclude individual members of the Collaborative from entering into agreements, giving and receiving sponsorships and endorsements and participating in any other activities with other Collaborative members or entities outside the

Collaborative as long as such activities are not conducted in the name of the Collaborative or conflict with the objectives of the Collaborative.

## **MEMBERSHIP**

### Eligibility:

Organizations eligible to be members of the Collaborative shall be any organization in Southern California (Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo, Ventura, and Kern counties) that is in good standing of the YouthBuild USA Affiliated Network. Any members of the Collaborative who are not currently members of the YouthBuild USA Affiliated Network hereby agree to apply for membership within three months of the date of this agreement. Organizations will become members of the Collaborative immediately upon approval of their membership application in the YouthBuild USA Affiliated Network and the payment of the Collaborative membership fee.

### Membership Fee:

All members shall pay a non-refundable annual membership fee which shall be paid to the YouthBuild Collaborative of Southern California. This fee is separate and apart from membership fees in the YouthBuild USA Affiliated Network and the California YouthBuild Coalition. Annual membership fee will be due by July 1st of each year and applies to the program year which is July 1st through June 30th.

### Membership:

Voting Members of this Collaborative will include organizations located in Southern California which meet the following criteria:

- Affiliated members of the YouthBuild USA Affiliated Network and that have been approved by the YouthBuild Collaborative of Southern California (YBCSC) who adhere to program standards outlined by YouthBuild USA and by YBCSC.
- Adhere to the Bylaws of YBCSC.
- Pay their fair share of Collaborative expenses, including but not limited to Collaborative dues. Expenses shall be equally divided among all Member YouthBuild Programs of the Collaborative.
- Participate in YBCSC meetings on a regular basis.
- Disclose to the Chair all lobbying activities related to funding for YouthBuild programs, and refrain from any lobbying around the State YouthBuild funding that is not in accordance with the request developed by the YBCSC.
- YouthBuild USA, Inc. will be a National Member which cannot be removed.

### Termination of Membership:

Members may voluntarily withdraw from membership in the Collaborative by sending written notice of such withdrawal to the Chair of YouthBuild Collaborative of Southern California and YouthBuild USA. In addition, membership may be terminated for the following reasons:

- Failure to pay the annual membership fee of the Collaborative
- Withdrawal from or lack of good standing in the YouthBuild USA Affiliated Network
- Failure to attend meetings – If a program is not represented at two consecutive meetings, the program will be forfeit their voting privileges, and will move to a non-voting member. Program will not lose its membership in the YBCSC, but will lose voting privileges for the remainder of the year.
- Conduct that is inconsistent with the memorandum of understanding, as determined by the other members of the Collaborative as a whole

Termination for the above reasons shall be provided in writing to the member agency.

## **GOVERNANCE**

For voting purposes, the Collaborative will consist of one or two designated representatives of each agency member of the Collaborative. The representative of each agency shall be the agency executive director or YouthBuild director or designated representative and shall have the authority to bind its agency to decisions made by the Collaborative. In the case of YouthBuild USA, the representative will be a designated YouthBuild USA staff member or consultant appointed or approved by the Chief Executive Officer of YouthBuild USA.

The Collaborative will meet at least six times a year. Notice of such meetings and a proposed agenda will be mailed (electronic mail is acceptable) by the Collaborative Chair, to members of the Collaborative no later than two weeks in advance of meetings. The Collaborative members will select a member of the Collaborative to chair the meetings and prepare the agenda. Members will also determine the chair's other duties, term of office and conduct periodic reviews of performance.

For voting purposes, a quorum of two thirds of the Collaborative membership must be present in person or by conference call. When required to make decisions by vote, 2/3 of those members present will be required to pass any actions.

## **PURPOSE OF THE COLLABORATIVE**

This corporation is organized exclusively for charitable purposes and the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. The primary objectives and purposes of this corporation shall be to strengthen and support the development and resourcing of YouthBuild programs in the furtherance of the YouthBuild movement to benefit underserved communities through:

1. Sponsor a broad-based Collaborative, known as the YouthBuild Collaborative of Southern California that would act consistent with the guidelines of the National YouthBuild Collaborative.
2. Collaborate with YouthBuild USA, Inc. and the YouthBuild Affiliated Network in program development.

3. Advocate for increased resources, programs, public and private involvement, and public recognition of the need for concerted efforts directed toward expanding opportunities for opportunity youth, homeless youth, system-involved youth (child-welfare and justice involved), and youth from low-income communities in Southern California particularly involved in a YouthBuild program.
4. Provide training and technical assistance for nonprofit organizations.
5. Contribute through research, discussion, networks, advocacy, and collaborations to the enhancement of youth programming in California.
6. Assist with fund development opportunities for Member nonprofit organizations that operate a YouthBuild program.
7. Raise and receive funds and donations for the purposes of operating this corporation and for the purposes stated above.

## **EXPECTATIONS OF MEMBERS**

### YOUTHBUILD PROGRAMS

1. Collaborative members agree to work cooperatively with one another and with YouthBuild USA to explore and develop the collaborative concept and agree to remain members in good standing of YouthBuild USA's Affiliated Network and to comply with all membership requirements of the Affiliated Network.
2. Collaborative members agree to inform one another of such activities as fundraising, promotions, solicitations, legislation or policy which will have the potential to impact all collaborative members.
3. Collaborative members agree to work cooperatively with YouthBuild USA to develop quality programs at their individual sites. The objective is to ensure program quality and the achievement of YouthBuild USA's Affiliated Network Program Design and Performance Standards.
4. Collaborative members will not discriminate against any individual or group on the basis of race, sex, ethnicity, religion, sexual orientation or national origin.
5. Collaborative members agree to attend all meetings of the Collaborative. Failure to attend meetings – If a program is not represented at more than two meetings per year, the program will move from a voting member, to a non-voting member. Program will not lose its membership in the YBCSC, but will lose voting privileges for the remainder of the year.

### YOUTHBUILD USA

1. YouthBuild USA agrees to participate, as much as possible, with the Collaborative and to support the Collaborative efforts provided that the Collaborative provides agendas, minutes and other correspondence to its designated representative. (Such designated representative can be staff or consultant as so determined by the Chief Executive Officer of YouthBuild USA.) YouthBuild USA agrees to keep Collaborative members informed of local and national activities that would influence or benefit the Collaborative.

2. YouthBuild USA will make staff assistance available, whenever possible and at the request of the Chair of the Collaborative, for pre-meeting phone work.
3. YouthBuild USA will make available, again at the request of the Collaborative, assistance with the planning of at least one major event during the program year provided the timing of such an event is coordinated with YouthBuild USA.
4. YouthBuild USA will make available assistance when possible for strategic planning including planning assistance in order to establish funding relationships. Further assistance will be at the discretion of YouthBuild USA and the Southern California Collaborative and will depend on availability of resources and desirability for further joint planning.
5. YouthBuild USA will make available assistance with the Collaborative for strategic planning in order to establish funding relationships and give special attention to raising funds to support the Collaborative and to support the operations of member sites.
6. YouthBuild USA will give special attention to raising funds to support the Collaborative and to support the operations of member sites.
7. YouthBuild USA will not discriminate against any individual or group on the basis of race, sex, ethnicity, religion, sexual orientation, or national origin.

**YOUTH PARTICIPATION**

At least 1 of the individuals present should be alumni of a YouthBuild program and we strongly encourage at least 2 other current YB participants from the programs of voting Collaborative member organizations be present. Board of Directors members of Collaborative should encourage different YB programs to bring opportunity youth and/or graduates to meetings.

**AGREEMENT**

The below signed individuals have the authority to commit his/her agency to the conditions and provisions of this memorandum and agree to all the conditions and provisions contained herein.

Executed by:

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Name of Organization

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Name and Title

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Signature Date