NeighborWorks Alliance of Vermont Memorandum of Understanding

February 28, 2022 – February 29, 2024

Memorandum of Understanding between Members:	Date of Agreement:	
Champlain Housing Trust		
3	Signature	
	Printed Name	Date
Downstreet Housing & Community Development		
	Signature	
	Printed Name	Date
NeighborWorks of Western Vermont	Signature	
	Printed Name	Date
RuralEdge	 Signature	
	Signature	
	Printed Name	Date
Windham & Windsor Housing Trust		
	Signature	
	Printed Name	 Date

Purpose of this Memorandum of Understanding

The NeighborWorks Alliance of Vermont (NWAVT) was formed so that each of the NeighborWorks organizations in Vermont could benefit from the collective resources, knowledge, and experience of the group, and thus enhance all of our services across the state. NWAVT has been working together for several years. This Memorandum of Understanding will enable us to continue our work together to enhance our collective in the state as follows:

- 1) Increase capacity and leverage more funding
- 2) Better serve each region through collective action
- 3) Brand NWAVT in a way that builds BOTH collective and individual organization impact and power
- 4) Be recognized as a statewide resource
- 5) Support each other through mentoring, information sharing, and mutual self-help
- 6) Promote innovation
- 7) Evaluate the work we do

Decision Making

We all recognize that our first priority is to bring better service to each of our regions through our collaborative work. We recognize there are two kinds of decisions that NWAVT will need to make. Major decisions will involve prioritizing our activities, spending money, or embarking on projects together and will need to be made by consensus. Project decisions will be made after our activities are agreed upon and a project leader assigned. The project leader will be responsible for the day-to-day decisions to move the project forward.

The scope of the project lead's power to make decisions will be outlined in the Project Agreement and anything beyond that scope (e.g. spending above the budget or bringing in a new project partner) will be considered a major decision and brought back to the NWAVT members for a vote.

Consensus will mean that we have all agreed that the decision does not interfere with our individual organizational activities. We will have specific criteria for blocking a consensus decision, and these criteria are the following:

- 1. The decision as proposed will lead to a financial loss or lack of capacity for an individual organization.
- 2. An organization's Board of Directors cannot support the decision as proposed after it has been presented to them in a positive way.
- 3. The decision as proposed does not support an organization's mission.

When a member blocks a decision, that member must state which criterion is affected.

Once we have reached consensus, we will all support our collective decision.

Consensus will be required for decisions about the following, inclusive but not limiting, list:

- 1. Memorandum of Understanding
- 2. NWAVT hiring
- 3. Two-year work plan
- 4. Advocacy Priorities
- 5. Project Agreements

- 6. Budgets
- 7. Grant Applications

An NWAVT Project will be a Project initiated by consensus within this group. Not every Project of NWAVT must include all five NWAVT partners. We recognize that we have the following possible types of Projects:

- 1. NWAVT activity with all five partners participating.
- 2. A statewide activity with fewer than five partners participating. That is, all partners support the Project but one or more have opted out of participating, and may also agree to the other partners providing the particular service in that partner's service area.
- 3. One organization providing a statewide service. That is, all partners agree that one partner will provide a particular service (or engage in an activity) on a statewide basis, with the support of all of the partners.

Additional agreements for our meeting and decision making process:

- 1. We will rotate facilitators.
- 2. We will have an outside facilitator as needed.
- 3. We will have timeframes on our agenda.
- 4. Meeting information will be distributed at least 48 hours prior to a meeting via email by meeting organizer and any others who have committed to provide information.
- 5. We will adhere to our agenda, unless we specifically agree during a meeting to change it.
- 6. Minutes from each meeting will be distributed before the next meeting occurs.
- 7. CHT will act as note taker and meeting organizer.

Financial Agreements

Champlain Housing Trust will serve as the designated fiduciary for NWAVT for the duration of this Memorandum of Understanding. CHT makes the following financial agreements:

- 1. Financial reports will be submitted to NWAVT quarterly.
- 2. Reimbursement will be provided to organizations for NWAVT expenses, including but not limited to: mileage, video/phone conferencing, and meeting expenses (e.g., food, room rental).
 - a. Receipts will be required for all expenses except for mileage.
- 3. Each NWAVT project/activity will have a Project Budget as part of the Project Agreement. Each project/activity that commits NWAVT members to financial outlay will be brought to the Board of Directors of the respective organizations for approval. We commit to each organization getting paid for the expenses associated with NWAVT work. We recognize that sometimes collective work is more expensive and sometimes less expensive than it is for individual organizations, and we will allocate funding accordingly.
 - a. NWAVT members will submit expense reports to Champlain Housing Trust at least quarterly, on a deadline set by CHT.
- 4. NWAVT members will not compete for funding if it is for a program or project in another member's service area and will not conduct activities in another member's service area without approval of that member organization.