

2017-2018 Partner Agency Agreement

Between

United Way of the Kearney Area, Inc.

And

Phelps/Harlan County CASA

I. Purpose of Agreement

Recognizing that the United Way of the Kearney Area, Inc. (hereinafter referred to as United Way) was organized to promote the health and social welfare of people in the Kearney Area through developing as fully as possible the resources needed to meet the human service needs of the area and to reduce the number of appeals for financial assistance by combining fundraising efforts of human service agencies, and

Recognizing that the United Way has considerable responsibility to its donors to exercise discretion in establishing realistic campaign goals and in allocating and distributing funds according to 1) program services of the Partner Agencies, 2) prioritization of service needs, and 3) cooperation and participation in the annual campaign by Partner Agency staff, board, and volunteers, and

Recognizing that these goals will only be accomplished by mutual respect, cooperation and support between the Partner agencies and United Way and that such cooperation must arise from understanding of the duties and responsibilities of each organization to the other, the following agreement is entered into between the United Way and the above-named Agency.

The term of this agreement shall be from **July 1, 2017 to June 30, 2018**. Subject to the concurrence of the United Way, the Partner Agency may renew this agreement by July 1 of each year, signifying that its governing board has reviewed the provisions of this agreement and has affirmatively voted to participate the following year.

II. Matters of Mutual Concern

1. Annual Campaign

- A. Between approximately **September through November**, United Way will conduct a comprehensive fundraising campaign in the area covered by United Way. United Way will clearly identify and promote the interest and work of the Partner Agencies that gain financial support from the campaign.
- B. United Way will obtain personnel needed to conduct the annual campaign and assume all expenses in connection with the campaign.
- C. **At no time will Partner Agencies approach a business or organization for a payroll deduction unless it is for United Way, and for the benefit of all Partner Agencies. Partner Agencies also agree not to participate in any other federated fundraising campaigns.**
- D. Partner Agencies will **co-brand** the United Way logo year round on their websites, presentations and promotional materials **so that the public is aware of their status as a United Way Partner Agency.**
- E. All pledges made during the annual campaign, which are designated by donors for the Partner Agency, shall be paid to the agency with the amount disclosed to the Community Investment Committee. The Partner Agency agrees that it will not attempt in any way to influence any such designations.

2. Agency Participation in the Campaign

- A. **The Partner Agency will give full and active support to the campaign, including use of its volunteers, board members and professional staff, if requested.**
- B. **The Partner Agency will run an employee campaign as part of our mutual agreement and also solicit its board members for the campaign, unless the agency does not have local employees or operates solely through the use of volunteers.**

The total level of giving is not of concern; (other than more than \$0); it is the level of participation and the demonstration of support for the campaign that provides evidence to employees at other businesses that our partner agencies and their board members also give and show support of the United Way campaign.

3. Fundraising Activities

- A. During the campaign period, Partner Agencies agree to refrain from hosting their own major fundraising event which would overlap with a major United Way event.
- B. Partner Agencies and the United Way will coordinate major fundraising activities with one another.
- C. Partner Agencies may accept offers from schools, churches civic groups, or other third parties who may wish to host small fundraisers on their behalf, at any time. A small fundraiser typically less than \$3000. United Way will help promote these, so long as Partner Agencies share the event information.
- D. To conduct a fundraising campaign for capital purpose, the Partner Agency shall provide notice to the United Way Board of Directors at least 60 days prior to the date of the campaign.
- E. If agencies violate these rules, they may be subject to loss of United Way funding, per the Community Investment Process.

4. Annual Allocations

- A. After setting aside funds to cover reserves, provisions for uncollectable pledges, and United Way campaign and operating expenses, all money available to or for the benefit of Partner Agencies on the basis of demonstrated community needs, shall be committed to the Community Investment Committee, who will present its recommendation for funding for July 1 to June 30 to the Board of Directors of the United Way for final decision. The Committee's determination will be made by review of information submitted by the Partner Agency in accordance with the requirements of the Community Investment Committee (which are made known to the Partner Agency at least 30 days prior to the due date).
- B. Allocations shall be provided on a monthly basis over a twelve-month period unless other arrangements have been made beforehand with the United Way.
- C. All funds allocated by the United Way to a Partner Agency can be used for operating expenses, unless otherwise specified by United Way. The money received from United Way will be used for the purposes and in the way described in the agency's operating budget as approved by the United Way. The United Way reserves the right at any time to cancel or defer payments to a Partner Agency in the event the Agency fails to comply with the provisions of this agreement.
- D. In the event that the Partner Agency is dissatisfied with the recommendation of the United Way Board of Directors with respect to the basic allocation to the Partner Agency, it shall have the right to appeal the recommendation to the Board of Directors of the United Way, whose decision is final. (See Appeal Procedure in the Allocation Policy).
- E. The Board of Directors of the United Way may terminate the membership of a Partner Agency by a 2/3 vote at any regular or special meeting of the board. The termination request may come from the agency itself, or upon recommendation of the Executive Committee of the United Way. Grounds for termination by United Way may be, but are not limited to, violation of the terms of this agreement by a member agency. In either case, at least 90 days notice must be given to the member agency and the United Way, prior to the matter being voted on by the United Way Board of Directors.

5. Accountability

- A. The Partner Agency and United Way will maintain responsible management and will establish and maintain sound financial practices. The organization's accounting and reporting procedure will be in accordance with generally accepted, standard accounting practices for not-for-profit

organizations approved by United Way. Agency records should be maintained in a manner that will enable the Partner Agency and the United Way Community Investment Committee to assess regularly its financial condition and the quality and effectiveness of its services so that it can account to its constituency, the community at large and the United Way.

- B. The Partner Agency will maintain responsible management through a Board of Directors or administrative committee that shall meet at least four times a year.
- C. The Partner Agency and the United Way shall not discriminate on the basis of age, race, sex, religion, sexual orientation or national origin in providing services, or in the employment and promotion of personnel and in election to the Board of Directors.
- D. At minimum, a detailed independent compilation financial statement of the Partner agency's assets and liabilities and the last annual statement of receipts and disbursements in such form as may be required by the Board of Directors should be provided. Such application shall be referred to the Board of Directors that shall, after proper investigation, take such action as the Board sees fit. Each Partner agency who received funds from United Way shall submit to United Way such information concerning its finances, programs and activities in such form as the Community Investment Committee may require.
- E. The Partner Agency shall cooperate with United Way and other agencies (voluntary and governmental) to coordinate programs and services and to eliminate unnecessary duplication of effort and promoting efficiency and economy of administration.
- F. If a Partner Agency intends to undertake any new service or project, then said project or service must be communicated to the United Way prior to the new service or project inception.
- G. The Partner Agency will inform the United Way IMMEDIATELY, in writing, if United Way funded programs cease to function.
- H. The Partner Agency shall maintain its status as a not-for-profit corporation, granted tax-exempt status as a charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1954.

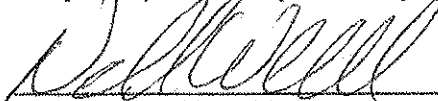
The preceding agreement has been read and is hereby accepted and agreed to by:



Agency Chief Professional Officer

4-18-17

Date



Agency Board President

4-18-17

Date

United Way Executive Director

Date

United Way Executive Board President

Date