

## STATEMENT OF AGREEMENT

between

### United Way of Jefferson & North Walworth Counties and ORGANIZATION

For the period of:  
March 31, 2019 through December 31, 2019

#### **SECTION I:**

Both Parties Agree To:

- A. Maintain a responsible governing board and staff to administer and manage its programs and services. Each party's governing board, whose member's serve without pay, will be representative of the community and meet at regular intervals.
- B. Comply with Generally Accepted Accounting Principles (GAAP).
- C. Offer opportunity for participation in programs, services, policy designation & staff employment to persons; regardless of race, religion, age, gender, sexual orientation, national origin and/or disability.
- D. Use their best efforts to fully comply with the terms of this agreement.
- E. Prevent duplication of effort and promote efficiency and economy of administration.

#### **SECTION II:**

The United Way Agrees To:

- A. Recognize and respect the autonomy of the Partner Agency, through its governing Board, to determine its own policies and to manage its own programs within the scope and spirit of this agreement.
- B. Conduct an annual campaign for operating funds and set goals for this campaign with consideration for the financial needs of the Partner Agency, the economic climate, and the long-range goals of the United Way and the communities it serves.
- C. To honor designated pledges to agencies.
- D. Conduct an annual resource investment process. Partner Agencies shall be eligible to appeal for a grant during this process.
- E. Maintain responsible stewardship on behalf of contributors, Partner Agencies and the community at large and to keep comprehensive and accurate financial records and to have these records audited annually by an independent auditing firm.
- F. Pay grants on a quarterly basis - March 31, June 30, September 30 and December 31 - issued no later than the 15 days after the end of the quarter – as long as partner agency reports have been sent in as required.

- G. Keep channels of communication open to the agencies for discussion of matters of common concern.
- H. Not be held liable for any legal or illegal actions or deficits and liabilities of any partner agency.
- I. Extend to the Partner Agency the benefit of United Way experience and assistance, as requested.

### **SECTION III:**

The Partner Agency Agrees To:

- A. Satisfy the corporation laws of the State of Wisconsin as a non-profit corporation, unless exempt as a result of affiliation with a government body, public school or church.
- B. Obtain and keep in effect a ruling from the United States Treasury Department that states the Partner Agency is not a private foundation, which is exempt from payment of income tax and that gifts to the agency are deductible for income tax purposes. Copies of these 501C 3 rulings are to be submitted to the United Way.
- C. Keep comprehensive and accurate financial records in confirmation and for Partner Agencies, with revenues in excess of \$400,000, to have these records audited annually by an independent auditing firm or CPA. Partner Agencies with revenues below \$400,000 agree to submit a review or compilation per Wisconsin Act 213.
- D. Participate actively in the annual campaign and to support the United Way effort throughout the year, including identification as a United Way Partner Agency in all publicity and educational efforts in the community.
- E. Cooperate with United Way in all phases of the Grant Application and Review Process.
- F. Inform the United Way of major program emphasis shifts and new, expanded or deleted programs through the Grant Application and Review Process.
- G. Provide all required financial, program and client beneficiary demographics on United Way funded programs.
- H. Annually review this agreement with the Partner Agency's Board of Directors prior to its execution and submission to the United Way,
- I. Not be held liable for any illegal action of the United Way.
- J. Represent its affiliation as a United Way Partner Agency, including United Way logo, in news releases, media programs, letterheads, brochures, other collateral pieces and in verbal presentations where United Way dollars are part of the program or service. The United Way logo should not be affiliated with promotional pieces for an agency's fundraising event.
- K. Provide two quarterly reports via the outline provided by United Way. Reports should be submitted within two weeks of the 2<sup>nd</sup> and 3<sup>rd</sup> quarter end dates – resulting in due dates of July 14<sup>th</sup> and October 14<sup>th</sup>. Grant checks for 3<sup>rd</sup> and 4<sup>th</sup> quarter will be held until the preceding quarterly report is received.
- L. Comply with the policy that grant funds awarded are not transferable to another agency or organization. If stipulations are provided with the grant funding, the Partner Agency also confirms their understanding that grant funds cannot be used in any way other than that which is stipulated by United Way. If a change occurs with an organization that makes that impossible, a written request must be submitted to United Way, with the understanding that requests may not be granted.

- M. Partner agencies, when considering fundraising activities, should protect the integrity of the annual United Way campaign which is normally conducted between September 1<sup>st</sup> and December 1<sup>st</sup> of each year. United

During United Way's annual campaign Partner Agencies are encouraged to avoid:

- Mass mail solicitations
- Payroll deduction pledge options
- Solicitation of corporations, corporate foundations, corporate trusts, or businesses participating in the annual United Way campaign.
- Solicitation of employee groups participating in the annual United Way campaign.

- N. Partner agencies are asked to provide support to the annual United Way Chili Cook-off in at least one of the following ways: participation, providing volunteers, or promoting the event.

#### **SECTION IV:**

Termination:

- A. Partner Agencies may terminate the relationship created by this agreement on sixty (60) days notice, which may be given at any time. Any such termination must be by written notification from the Board of Directors of the Agency and funding shall cease on the effective date of the termination. The Partner Agency shall return to United Way of Jefferson & North Walworth Counties any funds that were intended for use after the date of termination.
- B. United Way reserves the right to terminate the relationship created by this agreement with six months notice. Any such termination will be by written notification from the Board of Directors of the United Way of Jefferson & North Walworth Counties. The Partner Agency shall continue to receive the total approved allocation through the end of the six month notice. The Partner Agency will receive designated gifts made to the agency during the ensuing campaign.
- C. United Way reserves the right to terminate the relationship created by this agreement without advance notice in the event a Partner Agency fails to meet, at any time, the criteria for partnership as determined by the United Way of Jefferson & North Walworth Counties Board of Directors and outlined in the Grant Application Guidelines and the Partner Agency Agreement. If termination is deemed necessary under these terms, any remaining allocated grant funds and/or donor designated donations will not be paid.

#### **UNITED WAY OF JEFFERSON & NORTH WALWORTH COUNTIES**

\_\_\_\_\_/ date \_\_\_\_\_  
Chair, Board of Directors  
United Way of Jefferson & North Walworth Counties

\_\_\_\_\_/ date \_\_\_\_\_  
Executive Director  
United Way of Jefferson & North Walworth Counties

#### **PARTNER AGENCY – ORGANIZATION**

\_\_\_\_\_/ date \_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_/ date \_\_\_\_\_  
Executive Director