



Batavia United Way

AGREEMENT BETWEEN

\_\_\_\_\_  
Agency Name (Herein after referred to as the Agency)

AND

BATAVIA UNITED WAY  
(Herein after referred to as United Way)

Year \_\_\_\_\_

This agreement is entered into by the above named parties who recognize that: (a) the participation of representative citizens in community-wide planning, allocations, communications and fundraising for local agencies is essential; (b) a combined fundraising approach is the most effective way to provide for the financial needs of Agencies; and (c) consideration of the total needs of the community in the establishment, continued maintenance and improvement of effective and necessary human services forms the basis for this working relationship.

In furtherance of these mutual beliefs,

SECTION I BOTH UNITED WAY AND THE AGENCY AGREE (must be incorporated and tax-exempt organization having a 501(c) (3) purpose):

1. To maintain an active, rotating volunteer board or advisory body of 10 or more people who assumes and fulfills the responsibility of managing its affairs within the scope and spirit of respective by-laws and this agreement;
2. To provide ethical, needed services on a non-discriminatory basis;
3. To strive to increase the public's understanding and appreciation of the participation in human service programs; and,
4. To consult and work together on matters of common interest in an effort to achieve the best interests of the community as a whole.
5. To keep one another informed of all matters of common concern.

SECTION II THE AGENCY AGREES: (Compliance required for funding)

1. To support, attend and assist in the United Way annual fundraising campaign (s) (5K Run) and other community outreach activities. Participation in these events is mandatory where United Way requests your participation.
2. To engage in an effective public relations program in which the objectives, services and accomplishments of the Agency and the United Way support of such services are adequately

Publicized; to cooperate with and assist the United Way in its public information programs; and to publicize United Way affiliation on letterheads or brochures or other promotional materials and at all of its public functions;

3. **To display the United Way logo at agency locations receiving United Way support, to recognize in public United Way's financial support of the funded programs and to include references, including the United Way logo, in printed materials produced by the agency such as letterhead, annual reports, brochures, and news releases and to include in agency websites in order to strengthen public identification of United Way with the Agency.**
4. To submit its proposed budget request each year to the United Way and to cooperate with the Finance Committee in accordance with its review procedures;
5. To prepare and adopt a balanced budget based upon anticipated funds from the United Way and other sources;
6. To keep accurate and complete records of financial and program information as required by United Way and submit them to the United Way on a quarterly basis; to furnish a quarterly financial report to the agency. **The quarterly financial report should include (1) an income statement with income and expenses and (2) a balance sheet including assets and liabilities of the program funded. United Way reserves the right to ask for more detailed information on the program receiving funding. The report is due the 10<sup>th</sup> of the month in November, January, April and June.**
7. To have a complete audit of its financial affairs by a CPA made each year and to furnish a copy to the United Way Board as soon as it becomes available;
8. To conduct its operation in accordance with its budget;
9. To carry out the programs of the Agency in such a manner as will best meet the needs of the community and consistent with standards of service, efficiency and economy;
10. To cooperate with other Agencies and coordinate services to best meet the needs of the community.
11. To consent to agency tours.
12. **Allocations are made on a program basis.**
13. All allocation checks must be cashed within 90 days, after 90 days a stop payment of the check will occur and the agency will be charged for the stop payment fee.

### SECTION III THE UNITED WAY AGREES:

1. To respect the Agency's prerogative of determining its own policies and programs within the community; to cooperate with all agencies, both public and private, in meeting the needs of the community, in preventing duplication of agency services and in promoting high standards of program delivery;
2. To develop the campaign objectives for the annual fundraising campaign with due regard for the requirements of all participating agencies, fundraising realities, and other pertinent considerations to raise the maximum of funds;
3. To use its best efforts to achieve the campaign objectives;
4. To act as a responsible steward of funds publicly contributed to the United Way.
5. **United Way will disburse funds to approved agencies / programs on a quarterly basis, unless specified otherwise.**
6. **To forward specially designated funds to the Agency through the allocation process. Agency appropriations shall in any case be the amount recommended by the Allocations Committee and**

approved by the United Way Board of Directors.

**7. To submit all its financial records to an audit by an independent certified public accountant as required by State and Federal Mandate.**

SECTION IV FUNDRAISING AGREEMENT:

A primary objective of the annual United Way campaign is to present a combined, effective annual appeal to the entire community on behalf of funded Agencies to meet operating expenses of **funded programs**.

The annual campaign is further intended to relieve the community from the burden of enduring repeated requests for charitable donations to individual Agencies.

It is recognized that, at this time, the United Way annual campaign is unlikely to generate sufficient revenues to fund all of the Agency's annual operating revenue requirements and its capital funding needs. Accordingly, United Way and the Agency agree that the Agency may solicit or accept additional funds from the community and other sources in a manner that protects the integrity and supports the objectives of the United Way annual campaign.

(The guidelines do not attempt to cover every possible situation, but spell out a general framework within which positive discussions concerning agency fundraising activities can take place as necessary):

1. **There shall be no solicitation or special fundraising events during the United Way blackout period, starting at midnight on September 15 and ending at 11:59 p.m. on October 31. Solicitation means: Any approach for operating funds. This includes mailings, which are sent out before September 15 with an expected response during the blackout period. If for any reason there is a breach in the agency's ability to honor the blackout period, the agency must advise the Batavia United Way as soon as possible.**
2. A product sales campaign will be considered as an exception if it is listed on the Application for Funding.
3. Solicitation of sustaining or similar type memberships among an Agency's constituency is permitted, but must not occur during the United Way campaign closed period.
4. The Agency shall not solicit operating funds through in-plant employee campaigns with employers who conduct "in-plant" payroll deduction or other types of employee solicitation that support the United Way annual campaign.
5. There is no restriction on acceptance of unsolicited gifts.
6. It is understood that all fundraising efforts on behalf of a member agency, are the responsibility of the Agency.
7. **Each Agency will annually share with the United Way a summary of fundraising efforts for the past year and plans for the forthcoming year, as part of the Funding Proposal.**
8. The Agency will not conduct more than one community-wide mail appeal or telephone solicitation outside of their constituency within the United Way fundraising area--(Greater Batavia Township).

Approved and Non Approved Supplementary Fundraising Guidelines:

Approved

- a. Memberships of individuals and/or families who logically have a special interest in furthering the objective of the agency or have direct interest in the programs of the agency (participating or sustaining memberships).
- b. Sales of merchandise to members (i.e. uniforms, emblems, food, or beverages.)
- c. Merchandise sales (i.e. cookies, candy, bags, etc.) provided the cost of merchandise is reasonable in relation to its value.
- d. Ticket sales for special events (other than September 15 to October 31) provided there is value received by the purchaser. The agency should not lend its name to third party sponsors or promoters of special events during the black out period.

- e. Bequests or memorials, or offering individuals the opportunity to name the agency in wills.
- f. Quarterly newsletters (September 15 to October 31, agency newsletters cannot include pledge envelopes, or any other form of solicitation.)

Non-Approved

- a. Organized solicitations of employee groups at their workplace or through their labor unions.
- b. Any activities which are in competition with existing United Way fundraising programs.
- c. Seminars , Training programs and Speakers where United Way has fundraising efforts during the black out dates.

The above guidelines are subject to review as needed. Where a guideline presents significant problems to an Agency, United Way will be open to the discussion of alternatives. Any exemption or amendment to these policies must be mutually agreed, stated in writing, and attached to the Agency Agreement. Such amendments must be approved by the United Way Governing Board.

SECTION V POLICY ON CAPITAL PROJECTS AND CAPITAL FUNDRAISING:

Policy: United Way recognizes the need of participating Agencies to periodically conduct capital fundraising campaigns.

Participating agencies recognize that capital fundraising projects may have an effect upon the annual United Way campaign.

Capital projects are, therefore, a mutual concern with respect to scheduling to reduce to a minimal level any impact upon the annual United Way campaign.

It is, therefore, agreed that participating agencies will share in writing with United Way, well in advance of any final commitment to action, all plans for capital fundraising and that United Way will have at least sixty days to review and comment upon such plans. In emergency situations, exceptions can be made to the sixty-day review period. No more than one capital campaign may be conducted in a 12 month period.

Procedure: Requests for approval of capital fundraising campaigns should include information on dollars sought, purpose, fundraising method, sources to be solicited, the specific time-frame for the campaign and the effects on future operating expenditures.

United Way may request a change in capital fundraising dates if the sum total of scheduled campaigns appears to be so significant as to cause harm to the annual United Way campaign.

SECTION VI POLICY ON SUPPLEMENTARY FUNDRAISING:

United Way and its participating agencies mutually recognize the necessity and value of supplementary fundraising. Supplementary fundraising informs the general community of the services and importance of the agency and, indirectly, United Way. It enables agencies to have a constituency which identifies and supports the agency with volunteer activity and financial help.

Therefore, agencies have the right to engage in supplementary fundraising activities such as fees for services, memorial and honorary gifts, wills and trusts, value received activities, government and foundation grants, and special events and benefits.

It is important that each participating Agency conduct its supplementary fundraising in a manner which will not detract from the total United Way campaign. The potential effect of fundraising activities should be viewed not only from the perspective of the individual participating Agency, but as they relate to the cumulative efforts of all participating agencies.

PROCEDURES FOR RESOLVING VIOLATIONS OF MEMBER AGENCY AGREEMENT:

This procedure is for resolving violations of the agreement between the United Way and member Agencies. This procedure also applies to Agencies whose program changes radically from what was approved for funding:

Investigation: Each report of violation will be investigated by the United Way staff. A report of that investigation will be submitted to the Finance Committee. If The Finance Committee determines that the violation is of a material nature (a fact or item that, when considered with the circumstances as they exist, will likely influence or effect the judgement or conduct of a reasonable person), a meeting will be called of the Executive Committee.

Executive Committee Meeting: The Executive Committee will convene to review the report of violation. If the Executive Committee feels that a violation has taken place, the Agency will be notified in writing about the Committee's findings and a meeting will be set up between the Agency and the Committee, preferably at the Agency.

Meeting with Agency: The Executive Director will meet with the Agency and explain and discuss the violation. If the Agency agrees to correct the violation, the Agency will submit a report to the United Way within a mutually agreed upon time. If the Agency has not, will not, or cannot resolve the violation, a report will be submitted by the United Way Executive Committee to the full Board of Directors. The following are possible alternatives the Board may consider:

1. Discontinue funding the Agency. Funding will be reinstated only after a resolution of the problem is found.
2. Reduce United Way funding by the total amount raised in any alternate fundraiser. Cut-back to be imposed on a pro rata basis for the months remaining in the allocation year.
3. Withdrawal of United Way Affiliation. This is to be used only if the Agency refuses to cooperate in any manner with the United Way.

This agreement shall remain in effect until modified by mutual agreement of the parties or until revoked by either party. This agreement may be revoked by either party by such party giving notice to the other party 90 days before its desire to terminate this agreement

MEMBERSHIP AGREEMENT – date \_\_\_\_\_

It is required that each year the President of the Board of Directors and the Executive Director of each Agency acknowledge by signing that this agreement is being followed:

The Board of Directors of \_\_\_\_\_ are aware of this agreement and certify that its Agency is in compliance with it and that failure to follow it will result in either a suspension or termination of funding for the current period and will require a resubmission for funding to the Finance Committee for any future period.

Signed by:  
PRESIDENT-BOARD OF DIRECTORS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Date

EXECUTIVE DIRECTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Date