

Agency Agreement between  
**Kishwaukee United Way**  
and

KUW Partner Agency:             
(Hereinafter referred to as the Agency)

The purpose of the Kishwaukee United Way is to improve the quality of life in our community by supporting not for profit programs that serve people in need.

***Our mission is to improve lives by sharing community resources.***

Kishwaukee United Way shall use all available tools, data and information to determine the community's areas of greatest need, and each year shall extend funding to those programs and agencies that will have the greatest impact in addressing those needs.

Kishwaukee United Way pledges responsible stewardship of all donated funds and ensures that standards of accountability are maintained.

Member agencies are defined as agencies meeting the criteria for admission to the Kishwaukee United Way and having completed and received Board approval regarding the Agency Questionnaire for Potential Admission Form. Funded agencies are defined as agencies meeting the aforementioned criteria, as well as receiving an allocation for the current year. If an agency should not receive funding in any given year, and upon the next allocation year still meet the criteria of the agency questionnaire, they may reapply for funding for that allocation year. Member agencies are encouraged to seek additional program and administrative support from other sources so as to achieve or maintain financial stability and to be able to plan for future financial obligations.

The signing of this agreement will allow the release of allocated dollars for the next allocation year.

It is the mutual objective of the Kishwaukee United Way and its member agencies that an optimal amount of money be made available for the provision of human services in our area. The Kishwaukee United Way annual fundraising campaign is presented to the community as an opportunity to make one comprehensive pledge of support to help meet the human service needs in the greater DeKalb area.

Kishwaukee United Way's role in helping raise these funds is based upon the concept of a single annual campaign that elicits a response from the entire community, raising more money than multiple, competitive fund-raising campaigns. Kishwaukee United Way's role is also based upon the desire of employers to conduct one annual campaign in the workplace.

Kishwaukee United Way funds agencies that do not discriminate on the basis of any of the following: age, color, disability, sexual orientation, national origin, gender, race, religion, marital status, or economic status in any practices related to providing services, recruitment, employment, training and promotion and termination of personnel and volunteers. Agencies will comply with Equal Opportunity Laws and Affirmative Action Regulations as they apply to employment of staff, and in the delivery of health and human services.

Based on this premise, this agreement is entered with a spirit of mutual confidence, understanding and trust.

1. **It is agreed that Kishwaukee United Way:**

- A. Will assume the responsibility for conducting an annual community-wide fundraising campaign to support selected, local approved not-for-profit human service programs.
- B. Will set the total annual campaign goal based on Agency program needs and the prevailing economic conditions.
- C. Will comply with Generally Accepted Accounting Principles (GAAP).
- D. Will maintain responsible stewardship on behalf of United Way donors and member agencies.
- E. Will accept campaign contributions that are designated to the Agency. Designated dollars will be counted as the first dollars paid to the Agency as part of its regular allocation payments, divided among all payments they receive during the year.
- F. Will provide a board-directed system of reviewing agencies, their programs and funding requests on a regular basis.
- G. Will respect the confidential nature of information provided by the Agency. Contents of an Agency's proposal and financial information will be used for purposes consistent with this agreement.
- H. Will distribute allocation payments to the Agency on an annual basis, with payment schedule to be determined by the Board.
- I. Will, in cooperation with the Agency, direct its own public relations and marketing efforts so as to assist the Agency with the educational campaign of its funded programs. United Way will publicize its affairs and those of the Agency's supported programs as widely as possible.
- J. Will provide a wide variety of supportive services aimed at increasing the capacity of the human service system to respond to community needs. These services may include but not be limited to information and referral, advocacy, community initiatives, collaboration building, grant writing support, volunteer assistance and research and planning around human service needs.
- K. Will at all times during the term of this Agreement protect, defend, indemnify and hold harmless (Agency Name)\_\_\_\_\_ and its agents, officers and employees from all claims and suits including court costs, attorney fees, and other expenses caused by any act or omission of Kishwaukee United Way and/or its subcontractors, agents and employees.

**It is agreed that the funded Agency:**

- A. Will cooperate fully in the annual fundraising effort and will encourage and enlist the participation of its constituency, staff and board members in such activities. The Agency will be expected to assist in the following ways:
  - ◆ Conduct an effective internal campaign promoting Kishwaukee United Way General Fund.
  - ◆ Identify the Agency as a Kishwaukee United Way funded agency in publications, educational efforts, letterhead, news releases, media programs, brochures and verbal presentations when appropriate.
  - ◆ Display the Kishwaukee United Way logo at physical facilities housing programs receiving United Way support.
  - ◆ Provide information as requested to facilitate marketing and communications, planning and research, and community initiatives.
  - ◆ Provide support for campaign events and other supportive services as requested.
- B. Will agree to refrain from encouraging its membership to designate donations given through the Kishwaukee United Way campaign since the thrust of United Way's allocations system is the board review process.
- C. Will have its records audited annually by a certified public accountant and a report forwarded to the Board of Directors of Kishwaukee United Way and made available to the Agency and members of the public as requested. Such audit must set forth clearly the scope of the audit, which should conform to generally accepted auditing standards. This audit must include all agency funds and accounts. Any agency with an annual budget of less than \$50,000 is exempt from this requirement.
- D. Will agree to operate within the framework of Kishwaukee United Way's guidelines, policies and procedures, having met membership criteria at the time of admission.
- E. Will submit required documentation on established deadlines.
- F. Will participate in Kishwaukee United Way's allocation review and site visit process, as requested.
- G. Will maintain responsible management and administrative control.
- H. Will cooperate with other human service agencies, both public and private, in preventing duplication of efforts and in promoting efficiency and economy of administration in human service programs.
- I. Will operate programs and deliver services as specified during the funding review process and report to Kishwaukee United Way any major legal, financial, organizational, program or budget changes that may affect how United Way allocated dollars are spent.
- J. Will return to Kishwaukee United Way any funds allocated to the Agency that may no longer be used for their intended purposes, whether by any act or default on the part of the Agency, or by an operation, process of law or by any means whatsoever.

K.

*Product Sales:* Member agencies selling low cost products or items such as candy bars, popcorn, or magazines during the designated Days of Giving campaign period is allowed. Such product sale solicitations must be registered with the Board of Directors of Kishwaukee United Way.

*Unsolicited Fund Raising Efforts:* Member agencies contacted by civic, social, fraternal or other organizations to be the recipient of money obtained from a fundraising activity conducted during the Days of Giving campaign period will first request that the organization schedule their activity to occur outside of the campaign period. If this is not possible, then the funded agency must inform the organization that to accept any funds raised during the campaign period, recognition (publicity) of their agency as a Kishwaukee United Way agency must be made (e.g. flyers, posters, press releases/photos, newsletters).

- L. The funded agency acknowledges that monies received through the Kishwaukee United Way will be used for operating expenses only and will not be diverted for capital or building programs.
- M. The funded agency understands and agrees that the Kishwaukee United Way Allocation Committee has the right to recommend allocations for the year, and that the Kishwaukee United Way Board of Directors will set the final allocation.
- N. Will at all times during the term of this Agreement protect, defend, indemnify and hold harmless United Way and its agents, officers and employees from all claims and suits including court costs, attorney fees and other expenses caused by any act or omission of the Agency and/or its subcontractors, agents and employees.

#### **4. Sanctions & Appeal Process**

Before the Kishwaukee United Way Board decides to invoke any sanction, a written notification of the violation will be sent to the member agency from the Kishwaukee United Way Executive Board in writing within 45 days of notification of the violation. This notification will state the specific violation(s) to the Kishwaukee United Way Agency Agreement and request a response from the agency. The agency must provide a plan of corrective action to the Kishwaukee United Way Board outlining what the agency has done or will do to ensure that violations do not reoccur within 45 days of the receipt of the sanction.

A funded agency may appeal this sanction. Appeals are to be made in writing within 45 days of the notification of the sanction, to the Kishwaukee United Way Office. An appeal will be referred to the Kishwaukee United Way Sanction Appeal Committee composed of representation from the Kishwaukee United Way Executive Board and two Kishwaukee United Way Board members-at-large. Members of the Sanction Appeals Committee will be excused if they have any affiliation with the agency being heard (e.g. serves on the agency's Board of Directors, has a family member employed at the agency, etc.). The decision of the Sanction Appeals Committee will be voted upon by the board membership and communicated within 45 days, and that decision is final.

The potential sanctions are:

1. Placement on probationary status for one or more years as a member agency, to be reviewed and potentially reinstated to member in good standing at a later date.
2. Potential reduction or elimination of allocation in next funding cycle.
3. Suspension for one or more years and elimination of allocation in next funding cycle with the ability to reapply for reinstatement as a member agency after the period of suspension is completed.
4. Termination as a member agency of Kishwaukee United Way.

**5. Termination of Agreement**

This agreement shall be in full force and effective from **March 31, 2021** through **February 1, 2022**, unless terminated sooner by the Agency or United Way. The Agency or United Way may terminate this agreement upon prior written notice to the other with 45 days notice.

Signed this        day of        , 2021

AGENCY

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board President

KISHWAUKEE UNITED WAY

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board President

Approved 10/6/2020