



## STATEMENT OF AGREEMENT

Between

UNITED WAY OF JUNCTION CITY/GEARY COUNTY

And

PARTNER AGENCIES

### I. General Principles:

- A. The United Way and the Agency agree to maintain a policy of “non-discrimination” in compliance with Federal and State guidelines and/or regulations.
- B. The United Way and the Agency agree to conduct operations subject to sound budget controls and fiscal procedures.
- C. The United Way and the Agency agree that in the event the United Way is unable to meet its total goal, or is otherwise unable to meet its financial obligation to the Agency, the Agency will receive an amount as determined by the United Way Board of Directors, with no right to appeal.
- D. The United Way and the Agency will work together at Campaign time to ensure a successful drive. The United Way will seek the support of the Agency and the Agency will provide whatever assistance is requested of them (i.e.) provide volunteers, plan tours and/or assist in a speaker’s bureau.
- E. This agreement shall be in effect until **March 1, 2019**.

## II. United Way Agrees:

- A. Recognize and respect the autonomy of the 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 a yearly campaign for operating funds and set goals for this campaign with consideration for the financial needs of the Agency, the economic climate and the long-range goals of the United Way.
- C. Keep comprehensive and accurate financial records and have these records audited annually by an independent public accountant.
- D. That the grant approved for the Agency for **January 1, 2019 – December 31, 2019** shall be paid on a monthly basis.
- E. To encourage its Executive Director to hold regular Quarterly meetings with Agency Directors.
- F. To promote and support Agency and Agency programs and services throughout Junction City and Geary County.
- G. To extend to the Agency the benefit of United Way experience and assistance, as requested.
- H. To give Agency adequate notification and time to prepare for annual membership review and community investment process.
- I. The Agency shall not be held liable for any legal or illegal action of the United Way of Junction City/Geary County.

## III. The Agency Agrees:

- A. To notify the United Way, in writing of any new services or scope of activities to be undertaken.
- B. Adhere to the United Way Fundraising Policy. (Please see Fundraising Policy included in this agreement.)
- C. To use no funds allocated to the Agency from the United Way for any activity, service or program other than that for which it was requested and only within the confines of Junction City/Geary County unless otherwise approved by the United Way Board of Directors.
- D. Unexpended allocated funds in excess of \$500 will be returned to the United Way General Fund.

- E. Keep comprehensive and accurate financial records and have these records audited annually by an independent public accountant.
- F. Maintain in good standing non-profit 501 (c)(3) status.
- G. To display the insignia of the United Way on all printed material and promote the interest of the United Way in all its publicity or news releases. The Agency will include the fact that it is a United Way member in all news and public presentations.
- H. Participate actively in the annual campaign and to support the United Way effort throughout the year.
- I. Annually review this agreement with Agency Board of Directors prior to its execution and submission to the United Way.
- J. United Way shall not be held liable for any legal or illegal actions of any Agency.

IV. The United Way and the Agency Agree:

- A. To maintain a responsible management, governing board and staff to administer its programs and/or services.
- B. To cooperate with other agencies within Junction City/Geary County, to prevent duplication of effort and to promote efficiency and economy of administration.
- C. That the Agency shall present to the United Way its funding request for that fiscal year together with such background information and materials as requested by the United Way
- D. A community investment committee, comprised of a minimum of 3 United Way Board Members and 12 community volunteers, will review each new individual application for membership into the United Way. Programs and/or Services provided by agencies must deal with meeting needs of the citizens of Junction City/Geary County and support the United Way goals of education, income and health.
- E. The United Way will conduct thorough annual community investment hearings where the Community Investment panel members will review each Agency budget request. Agencies will participate in annual site visits and presentations.

- F. The Community Investment Core Committee will make a recommendation as to the funding level for each Agency to the United Way Board of Directors. The United Way Board will make a final decision regarding the amount to be granted to the Agency. There will be NO APPEAL PROCESS. The decision of the United Way Board of Directors is final.

V. Breach by the Agency:

Breach by the Agency of any of the provisions of this agreement may result in termination of this contract or reduction of allocation by the United Way, after a full review of all the facts.

VI. Breach by United Way:

If the Agency feels that the United Way has breached any parts of this contract, it can call for a hearing before the Board of Directors. The Agency will submit their request for a hearing in writing to the President of the United Way Board of Directors. The United Way Board will schedule a hearing within two weeks after receipt of the request.

VII. Termination:

- A. An Agency 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 termination.
- B. United Way of Junction City/Geary County reserves the right to terminate the relationship created by this agreement without advance notice in the event an agency fails to meet, at any time, the basic criteria for membership as determined by United Way of Junction City/ Geary County Board of Directors. The Agency has the right submit their appeal within thirty (30) days. A hearing will be scheduled with the United Way Board of Directors at which a final decision will be made with no right to appeal.

The spirit of this agreement is one of complete cooperation between the parties in order to best serve the citizens of Junction City and Geary County, Kansas.

UNITED WAY OF  
JUNCTION CITY/GEARY COUNTY

AGENCY: \_\_\_\_\_

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President, United Way Board of Directors      Date

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President, Agency Board of Directors      Date

\_\_\_\_\_  
Executive Director, United Way of  
Junction City/Geary County      Date

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