



# KEWANEE AREA UNITED WAY MEMORANDUM OF AGREEMENT

(\_\_\_FUND ALLOCATION PROCESS FOR \_\_\_FUNDING)  
Between

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(Here in after referred to as “The Agency”)  
and

**KEWANEE AREA UNITED WAY, INC.**  
(Here in after referred to as “United Way”)

**Purpose:** The United Way is a not-for-profit corporation, whose purposes are to engage in charitable, philanthropic, character-building, health and social welfare work, and all other activities permitted a general not for profit corporation.

**Mission:** The Kewanee Area United Way is a local, volunteer-driven organization that works to improve the lives of the most vulnerable citizens of our county by drawing upon the combined generosity of our community. Funds generated are allocated towards agencies with strongest local significance and need. Programs with:

- Local funding focus
- Local roots
- Local implications

**Constituency:** The United Way recognizes the contributors to the annual campaign as its primary constituency and pledges responsible stewardship of all donated funds so as to best serve the total community.

## GENERAL PRINIPLES – BOTH PARTIES AGREE

**Governance:** To maintain a responsible governing board of directors whose members serve without pay and are representative of the community served and which meets at least four times a year.

**Management:** To maintain responsible management to administer its programs and/or services.

**Agency Grants:** Agency grants are awarded based on the anticipated receipt of donations as calculated from the pledges received during the Annual Campaign/fundraising process from individual or business commitments. Adjustments to agency grants may occur if pledged/anticipated funding is not received.

**Collaboration:** To cooperate with each other in the development of sound and acceptable community policies in the field of voluntary service and fundraising.

**Non-Discrimination:** To maintain a policy of non-discrimination in compliance with Federal and State guidelines and/or regulations, and to practice non-discrimination in the delivery of services to clients.



## KEWANEE AREA UNITED WAY

### THE UNITED WAY AGREES

**Agency Autonomy:** To recognize the responsibility and accountability of the agency, through its governing board, to determine its own policies and manage its own programs within the scope and spirit of this agreement.

**Campaign Planning:** To conduct an annual campaign for operating funds and to set goals for this annual campaign with consideration for the financial needs of the member agencies and the needs of the community.

**Stewardship:** To maintain responsible stewardship on behalf of contributors, participating agencies, and the community-at-large in the collection, management and distribution of campaign funds; to make agency allocations available to the public; and to provide appropriate recognition of donors.

**Fiscal Accountability:** To keep comprehensive and accurate financial records in conformation with "Standards of Accounting and Financial Reporting for Volunteer Health and Welfare Organizations"; NOTE: our records are handled by the Board of Director's Treasurer and CPA Karen Cook of Calvert's Taxes and Accounting in Kewanee, Illinois.

**Confidentiality:** To respect the confidential nature of information provided by the agency, and to use the contents of the agency's proposal and financial information for purposes consistent with this agreement. Please note all donations, unless requests anonymity, are public records.

**Advocacy:** To promote the value and contributions of member agencies to the community; to keep channels of communication open to the agency for discussion of matters of common concern; to provide regular opportunities for information exchange and participation; and to assist agencies in every practicable manner.

### THE AGENCY AGREES

**Accountability:** To use United Way funding in accordance with the purposes for which it was allocated.

**Not for Profit Status:** To conform with the laws of the State of Illinois pertaining to not-for-profit corporations.

**Tax Exempt Status:** To obtain (and to submit upon request) a ruling from the United States Treasury Department that it is not a private foundation; that it is exempt from payment of income tax; and that gifts to it are eligible for a charitable income tax deduction within the limits allowed by law.

**Governance:** To furnish copies of the constitution, bylaws, and board roster. Should any changes in the Board of Directors/Trustees, the agency agrees to notify Kewanee Area United Way within 30 days.

**Agency Policies:** To include the following policies as part of agency's bylaws or policies/procedure manual; Non-discrimination, ethics, conflict of interest, whistleblower, reserves and frequency of By-Law review.

**United Way Support Partnership:** To work in partnership with the United Way and other member agencies in meeting the needs of the community, ensuring active agency participation in United Way events, agency leadership meetings,



## KEWANEE AREA UNITED WAY

committees and task forces; providing regular updates as requested. In the case of agencies where funding is renewed each year, an annual report must be provided by January 30 of each year.

**Annual Report:** The annual report will include a comparison of the projected numbers of people to be served on the application for the current year's grant to the actual number of people served for the previous year, any changes to the program/agency as described in the application, an explanation of changes and an overall brief evaluation of the agency. Failure to submit an annual report may result in a suspension of funding until the annual report is submitted in full.

**Duplication of Services:** To 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.

**Participation:** If requested, to participate actively in the conduct of the United Way annual campaign. Participation may include fundraising, campaign planning and/or staff to promote and speak on behalf of the Kewanee Area United Way. If participation is requested, all agencies will be expected to attend training if provided.

**Employee Campaign:** To conduct an annual United Way campaign amongst its employees and to promote voluntary contributions to the United Way among its board and constituency.

**Unrestricted Gifts:** To encourage unrestricted gifts and to refrain from encouraging designations on donations to the United way's annual campaign.

**Identification:** To display the United Way signage in a public area and include identification as a United Way agency where United Way dollars are part of the program or services. Include the United Way logo in appropriate informational/promotional materials (i.e. signage, newsletters, website, and brochures) to identify United Way as a source of funding.

**Budget/Allocations:** To cooperate in all phases of United Way budget, allocation procedures and fiscal management as requested.

**Fiscal Accountability:** To keep comprehensive and accurate financial records in conformation with "Standards of Accounting and Financial Reporting for Volunteer Health and Welfare Organizations" and to have these records reviewed or audited annually by an independent auditing firm and furnish copies of this audit to the United Way pursuant to the membership agreement and laws thereof and to maintain adequate reserves. If laws require, to provide the IRS or IL AG Form 990. *(Audit to be included in annual Funding Application to Kewanee Area United Way)*

**Program Changes:** To report to the United Way any major program/budget changes that may affect how United Way allocated dollars are spent. Failure to do so may result in loss of current grant with a requirement that funds extended be returned from the date of the change in how allocated dollars are administered.

**Community Relations:** To immediately notify the United Way of any situation, occurrence or change in agency service delivery, which might have a detrimental effect on the agency or the United Way.



## KEWANEE AREA UNITED WAY

**Fundraising:** To conduct no supplementary operating fund campaigns within the geographical area covered by the United Way during the span of the United Way annual campaign without prior knowledge and approval from the United Way. **BLACKOUT:** September 01 through November 30 of current funded year.

**Self-Support:** To rely on and plan for fundraising activities that are ethical and effective in meeting agency needs for ongoing operations. To adhere to the values of the United Way in general. To conduct supplemental fund-raising activities in a business-like manner with a spirit of cooperation between the agency and the United Way.

**Capital Campaigns:** To inform the United Way of planned capital fund campaign in a timely manner prior to the commencement of the campaign.

**Annual Review:** To annually review this agreement with the board of directors of the agency funded.

### TERMINATION

**Agency Action:** Agencies may withdraw from their agreement with the Kewanee Area United Way on 30 (30) days' notice; which may be given only between the last day of the annual United Way Campaign and before May 1 of the following year. Any such termination shall have reference to inclusion in the next annual United Way Campaign and must be by written notice from the Board of Directors of the agency.

**United Way Action:** Agency grants may be reduced, placed on hold pending review, or terminated as a result of a vote of two-thirds (2/3) of the Directors present at a meeting of the Kewanee Area United Way Board of Directors. An agency must have had a thirty (30) day notice of pending action via letter and email. An agency shall have been given an opportunity for a hearing by the KAUW Board of Directors prior to termination of an agency grant; except in the case of reduction of a grant due to reduced donations resulting in an overall reduction of grants to all agencies.

**The Kewanee Area United Way reserves the right, at any time during this agreement to reduce or withhold an agency's grant, place the agency on probationary status or terminate the agreement if any of the following conditions occur:**

- Changes in community needs or services and consideration of other factors relevant in the fund allocation process applicable to all agency members.
- Annual reports are not received by January 30<sup>th</sup> of the currently funded year. This applies to agencies that have at least 1 full year of grant funds from KAUW. The annual report must compare the projected numbers of people to be served on the application for the current year's grant to the actual number of people served for the previous year, any changes to the program/agency as described in the application, an explanation of changes and an overall brief evaluation of the agency.
- Failure on the part of the agency to adhere to the standards and/or policies set forth and covered in this agreement; or failure on the part of the agency to uphold the standards/principles of United Way as a whole. (Inclusion, non-discrimination, anti-terrorism, non-abusive structure or work environment, or any other principles as specified by the United Way charter.)



## KEWANEE AREA UNITED WAY

- Failure on the part of the agency to deliver the agreed upon services/program(s) including the agencies participation in Kewanee Area Fund Raising efforts as requested between September 1 and November 30 of the funded year as well as other annual community awareness functions such as but not limited to summer parades and festivals.
- Significant changes in conditions that result in the inability of the agency to operate the program.
- Grants may be reduced, placed on hold, or terminated in the event that donation revenue decreases as a result of unforeseen events.

UNITED WAY:

AGENCY:

\_\_\_\_\_  
President/Chairman of the Board of Directors

\_\_\_\_\_  
President/Chair of the Board of Directors

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## KEWANEE AREA UNITED WAY

### Counter Terrorism Compliance

*In compliance with the spirit and intent of the US counterterrorism laws, the Kewanee Area United Way requests that each funded agency (“Organization”) certify that it is in compliance with Kewanee Area United Way’s and the United Way Worldwide’s (“UWW”) compliance program.*

**Respond to each statement below in the appropriate box following statement.**

**AGENCY NAME:** \_\_\_\_\_

<b>Check the Appropriate Box to indicate agency Compliance with each of the Following:</b>	<b>In Compliance</b>	<b>Not in Compliance</b>
<i>This Organization is not on any federal terrorism “watch lists”, including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasure Department, and the list of Foreign Terrorist Organizations maintained by the State Department.</i>		
<i>This Organization does not, will not and has not knowingly provided financial, technical, in-kind, or other material support or resources* to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.</i>		
<i>This Organization does not, will not and has not knowingly provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.</i>		
<i>This Organization does not, will not and has not knowingly provided or collected funds or provided material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.</i>		
<i>This Organization does not re-grant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines</i>		
<i>This Organization takes reasonable, affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.</i>		
<i>This Organization takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other material support or resources to terrorists and terrorist organizations.</i>		

\*In this form, “material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportations, and other physical assets, except medicine or religious materials.

**I certify on behalf of the Organization listed above that the foregoing is true.**

**Organization Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_