

2019-2020 STATEMENT OF AGREEMENT

Between

(hereinafter referred to as "The Agency")
(Please print the name of your agency on the above line)

and

United Way of the Mark Twain Area
(hereinafter referred to as the United Way)

I. 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.

II. **BOTH PARTIES AGREE:**

- A. To maintain a responsible governing board which meets at regular intervals, but at least once a year, and whose board members are elected for specific terms. Members should be representatives of the community and should serve without pay.
- B. To furnish each other with copies of their constitution, By-Laws, and board rosters, along with any changes which occur in them throughout the year.
- C. To offer opportunity for participation in programs, services, and staff employment to persons of all race, religion, creed, sex, and national origin.
- D. To review and execute this agreement annually.

III. **THE UNITED WAY AGREES:**

- A. To recognize the responsibility of the Agency, through its governing board, to determine its own policies and manage its own problems within the limits of the Constitution and By-Laws of the United Way.
- B. 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, the economic climate and the long range success of the United Way.
- C. To make complete records of distribution of funds a matter of public knowledge, keeping comprehensive and accurate financial records and to have these audited annually.
- D. To keep channels of communication open to the Agency for discussion of matters of common concern.

IV. **THE AGENCY AGREES:**

- A. To satisfy the incorporation laws of the State of Missouri as a not-for-profit organization.
- B. To obtain a ruling from the United States Treasury Department that it is not a private foundation and that it is exempt from payment of income tax and that gifts to it are deductible for income tax purposes and to submit a copy of such ruling to the United Way.
- C. To participate actively in the conduct of the annual campaign and to support the United Way effort throughout the year by all available means, including identifying as a United Way Agency in all publicity and educational efforts.

- D. To participate in, and attend **three (3)** United Way Agency meetings per year. The agency attendance checklist from the previous year will be distributed to the Allocation Committee for review.
 - E. To keep comprehensive and accurate financial records and to have these records audited annually if budget is over \$100,000 and furnish a copy of this audit opinion to the United Way. Budgets of less than \$100,000 must adhere to other financial protocol.
 - F. To keep the United Way informed of changes in programing irrespective of anticipated financial revenues for support of the program.
 - G. To cooperate with the United Way in all phases of budget and allocation procedures and fiscal management.
 - H. For agencies operating under religious auspices to clearly separate its budget for support of social service programs from its religious programs.
 - I. **All** agencies must disclose all fund raising efforts to be held during the year at the Allocation Hearings.
 - J. **No** Agency shall suggest, stimulate, or encourage designations to itself from the annual campaign conducted by the United Way.
- V. **TERMINATION:**
- A. Agency may withdraw from the membership in the United Way by serving written notice at least three (3) months prior to the annual fund raising efforts.
 - B. Participating agency membership in the corporation may be terminated for violating this agreement.

To agree to these terms, sign and date. Original copy must be returned to the United Way of the Mark Twain Area.

Agency: _____

United Way

Agency

Board President – Jill Janes

Board President

Executive Director – Denise Damron

Executive Director

Date

Date

For fiscal year Nov. 2019-Oct. 2020