

AGREEMENT CONTRACT BETWEEN

AND

UNITED WAY OF FORT SMITH AREA, INC.

- I. This agreement shall begin January 1, 2021 and be in force for a term ending December 31, 2021, unless terminated by either the agency or the United Way, either of which may terminate at will by giving notice to the other party. The party to whom such notice is given shall have the right to a hearing before the governing board of the other request consideration of such action.
- II. **THE UNITED WAY AGREES:**
 - a. To recognize and respect the Agency's autonomy in determining polices for administration and managing its program(s).
 - b. To exercise its best efforts to meet the agency's financial needs as identified by the United Way Community Investment volunteers.
 - c. To act as a responsible steward of funds contributed to the United Way, making available to the community, records of the allocation and use of such funds and to submit all records to an annual audit by a qualified and independent Certified Public Accountant.
- III. **THE UNITED WAY AND AGENCY BOTH AGREE:**
 - a. To maintain a responsible and respective local governing body which serves without pay and which meets at least four (4) times a year.
 - b. To strive to increase the public's understanding of and appreciation of human welfare and character-building services.
 - c. To keep one another fully informed on all matters of common concern.
- IV. **THE AGENCY AGREES:**
 - a. The officers, directors and staff of the Agency agree to support the United Way to the fullest extent possible in terms of advocacy, financial contributions, volunteer services, and to attend United Way events, when possible. Attendance by Agency representative(s) is mandatory at the following United Way events: Community Investment (Wrap Up), Campaign Kick-Off, and at least two of the regular professional development and/or agency meetings put on by the United Way. It is highly recommended that the Agency executive director attend all four of these mandatory events. However, if necessary, attendance by an appointed staff or board member will be acceptable.
 - b. To post and maintain a "United Way Community Partner" sign in a prominent exterior place at each Agency facility or location.
 - c. To display on all envelopes, letterheads, literature, brochures, etc. henceforth produced, the "United Way Community Partner" logo or the phrase "United Way Community Partner" (see logo guidelines at www.unitedwayfortsmith.org).
 - d. To include in all public service announcements, news releases, articles for publication, including digital and social media (if possible) wording to the effect that the organization is a "United Way Community Partner".
 - e. To comply with the *United Way By Laws* and abide by the *Policies and Procedures* adopted by the United Way Board of Directors.
 - f. To submit a revised budget upon request after the funding announcement.

- g. To furnish United Way with periodic financial, service and statistical reports as requested.
- h. To provide status reports of ongoing and recently completed campaigns and fundraisers upon request.
- i. To publicize the identity and accomplishments of the Agency whenever possible and appropriate and assist the Agency in its year-round education of the community.
- j. To permit and honor donor designations to the Agency per United Way policy.
- k. To notify United Way prior to the following actions:
 1. Implementing a new, or terminating an existing line of work of service in the community.
 2. Substantial contraction and or closing expansion of services or facilities.
 3. Any other activity which would significantly affect the operating budget presented to United Way.
 4. Any substantive change to programs, venture or special purpose funded programs supported by community investment from United Way.

V. **APPEALS:**

The agency may appeal in writing to the United Way Board of Directors for reconsideration of its annual allocation.

VI. **APPROVAL:**

This agreement has been read and approved at the meeting of the Agency's Board of Directors on _____ (date).

AGENCY:

Signature: _____

Chairman of the Board

Signature: _____

Executive Director

Print Name: _____

Date: _____

UNITED WAY OF FORT SMITH AREA, INC:

Signature: _____

Chairman of the Board

Signature: _____

Executive Director

Print Name: _____

Date: _____