

AFFILIATION AGREEMENT



Between

Name of Agency (Hereinafter referred to as the Agency)

and

United Way of Southern Chautauqua County (Hereinafter referred to as the United Way)

for the period from **July 1, 2011** to **June 30, 2012**

The Agency and United Way mutually believe that a single, annual federated campaign conducted energetically and professionally is the most efficient and effective way to provide maximum financial resources to meet community human service needs. Both parties believe that active citizen participation in community-wide fund raising, planning, and allocating for human services is essential and strengthens our democratic way of life.

As parties to this understanding:

A. United Way and the Agency each agrees to:

1. be legally incorporated as a not-for-profit charitable organization under the laws of the State of New York and to have acceptable legal status as a not-for-profit charitable organization under the laws of the U.S. Treasury Department IRS.
2. protect its status as an exempt organization under 501(c) 3 of the Internal Revenue Code of 1954 as amended, by complying with restrictions on lobbying under the "substantial part of activities" test (Code Sec. 501 c) or the sliding scale limitation based on expenditures made to influence legislation (Code Sec. 501 h).
3. comply with regulations and reporting requirements annually under the IRS and under the New York Charitable Trust Act and the New York Charitable Solicitations Act.
4. have an annual independent audit by a Certified Public Accountant in compliance with Standards of Accounting and Financial Reporting and Financial Reporting for Voluntary Health and Welfare Organizations, and hereinafter referred to as the Standards.
5. have management vested in a constituted governing body consisting of not less than ten people representative of the diverse elements of the community. Provision shall exist for rotation of board membership. No staff member of United Way or of the Agency may serve as a board member of the United Way or of the Agency. The governing board shall meet at least four times per year. An executive director shall be selected by the governing body and a division of responsibility shall be maintained between policy making and administrative functions.
6. operate by policy and practice without discrimination based on race, color, creed, age, income, sex, national origin, handicap, veteran status, religious or political affiliation in all respects, including provision of services, selection of board and employment of staff.

B. The United Way agrees to:

1. recognize the corporate autonomy and responsibility of the Agency's board to determine its own policies, manage its own services, and administer its own budget within the scope and spirit of this Agreement.
2. conduct an annual, community-wide fund raising campaign designed to reach the highest level of potential giving in order to best meet community human service needs.
3. allocate contributed funds in a manner which recognizes the relative need for voluntary monies among community human service organizations and their programs.
4. provide, when needed or requested, professional consultation in program development and agency management.
5. promote the identity and service accomplishments of the Agency whenever possible and appropriate, and to assist in its community relations program.
6. use a financial record keeping system to produce a year-end and other financial reports that conforms to the Standards.
7. submit to the Agency an annual report including a full and complete disclosure of United Way's financial condition. In addition, United Way's full audit shall be available for inspection by the Agency upon request.
8. provide for appeal to the Board of Directors of any decision by a United Way committee which adversely affects the Agency.

C. The Agency agrees to:

1. comply with the *United Way Member Agency Supplemental Fund Raising Policy*.
2. cooperate and give full support to the United Way campaign by:
 - a. making available volunteer and professional leadership for the campaign;
 - b. conducting a United Way employee campaign;
 - c. providing speakers and/or tours as requested to promote awareness and education.
3. actively promote United Way as an *Agency* partner through all marketing and communications efforts including:
 - a. United Way logo usage as appropriate and in accordance with the *United Way Agency Brand Style Guide* on the following:
 - exterior and interior building signage
 - agency/program letterhead, newsletters, brochures
 - annual reports
 - b. use the tagline “a United Way agency” in radio and television advertising and public service announcements
 - c. write and submit a news release to local media announcing United Way funding of *Agency* programs. Provide a copy to United Way.
 - d. submit to United Way annually at least one client/program success story tied to results achieved through United Way funding. Submissions should include photos, when possible, with a signed photo release form.
 - e. identify United Way as an *Agency* partner on your website and provide a link to www.uwayscc.org.
4. operate financial bookkeeping systems to produce year-end and other financial reports conforming to the *Standards*.
5. submit financial and program information to the United Way on prescribed forms and at designated times.
6. submit the *Agency's* annual independent audit to the United Way no later than five months after the close of the *Agency's* fiscal year.
7. comply with all policies and procedures governing the allocation process and other aspects of United Way's financial relationship to the *Agency*, including prior discussion with the United Way of any program changes affecting the use of United Way allocated funds (program-restricted).
8. provide a representative to participate in United Way meetings and events.
9. include United Way on mailing lists to receive any general communications (such as newsletters) that normally goes to *Agency* volunteers or donors.

D. Enforcement and Termination Clause

1. This Affiliation Agreement, upon its approval by both United Way and the *Agency*, shall supersede previous Agreements of Affiliation executed between United Way and the *Agency*.
2. This Agreement shall be in effect July 1, 2011 - June 30, 2012. No change shall be made in the Agreement during this term without the joint approval of the United Way and the *Agency*.
3. The United Way reserves the right to suspend or reduce allocations to the *Agency* during the term of this Agreement when the Agreement is violated and until this violation is corrected, or when the agency ceases to provide the programs funded by the United Way or withdraws from United Way membership. In such an instance, the *Agency* shall have the right to a hearing before the United Way's governing board to request reconsideration of such a decision.

In witness of approval of this *Annual Funding Agreement* the undersigned have affixed their signatures:

Name of Agency

Board of Directors' President

Executive Director

Date

United Way of Southern Chautauqua County

Board of Directors' President

Executive Director

Date

MEMBER AGENCY SUPPLEMENTAL FUND RAISING POLICY

In order to achieve its mission, the United Way of Southern Chautauqua County conducts an annual fund-raising campaign which depends upon broad-based community participation, and which helps to minimize a multiplicity of individual agency campaigns. The United Way of Southern Chautauqua County recognizes, however, that member agencies may have need from time to time to engage in supplemental fund raising for specific or general operating purposes and/or capital project support.

Supplemental fund raising should be done in a manner planned to promote the positive image of the agency and voluntarism in general. It should promote public understanding of the agency. There should be no solicitation of employee groups at their workplace at any time. Workplace solicitation is one cornerstone of the United Way campaign.

Solicitation of corporations is limited to the following items: camperships, special event sponsorships, capital campaigns, merchandise, and volunteer services. Other requests for cash support from corporations are violations of this policy.

Supplemental fund raising activities may not take place, September 1 - November 15, when the annual United Way campaign is underway. Any supplemental fund raising activities conducted by the local member agency during this time may have the dollar amount raised from that activity deducted from that agency's allocation. The United Way Board of Directors will determine the sanction which will be incurred by the member agency for a violation of the policy.

In rare instances caused by circumstances beyond the control of the local member agency, exceptions to this policy may be granted. Examples of such circumstances might include national disasters, national agency mailings not controlled locally, or a corporation's requirements for special event sponsorship. The member agency should inform the United Way of the circumstances involved. The United Way Board of Directors will act based upon its assessment of the impact of the request on the annual campaign and in terms of its fairness to other member agencies. All such United Way actions will be communicated immediately to all member agencies.

For the remainder of the year, member agencies may conduct supplemental fund raising activities as they see fit, within all appropriate legal parameters. The United Way does not require that a formal request or final report be filed on these individual activities.

To assist member agencies in the planning of events, the United Way will maintain a calendar of such events in its office. Agencies should post their events in that calendar, thus reducing competition when possible and improving the results of each event.