



To improve lives by mobilizing the caring power of our community to create lasting change.

UNITED WAY OF EAST CENTRAL ALABAMA COMMUNITY PARTNER AGREEMENT

United Way of East Central Alabama (UWECA) seeks to support a comprehensive network of programs and services in four focus areas: Health, Education, Financial Stability, and Basic Needs. One of the ways UWECA supports this work is through grants available to its Member Agencies, hereafter referred to as Community Partners.

UWECA's role in the community goes beyond that of a fundraising organization to one of an organization that seeks to change community conditions. To do so, UWECA will engage in research and measurement for results, identify best practices, mobilize partners, promote collaborations, support community initiatives, raise awareness through marketing, and generate and leverage resources (both financial and human resources).

UWECA and its Community Partners share a mutual responsibility to work together to advance the common good. Therefore, this document outlines the spirit of our agreement and formal expectations and requirements for each party.

I. SPIRIT OF AGREEMENT

This Community Partner Agreement is predicated on creating a spirit of partnership based on mutual respect, needs, and support that will enable UWECA and its Community Partners to make life better for people across our communities. A Community Partner is defined as a not-for-profit organization meeting eligibility requirements, receiving discretionary funding from or through UWECA to provide local services that assist UWECA in its work in one or more of its four focus areas: Health, Education, Financial Stability, and Basic Needs. This Agreement governs Community Partners receiving funding through UWECA's Community Investment Process and/or designations received through UWECA's annual fundraising campaign.

Within the spirit of this agreement, Community Partners agree to:

- Provide local services that are oriented to the achievement of measurable outcomes

- Assist UWECA in achieving community change through one or more of the four focus areas
- Actively and aggressively publicize UWECA's support and year-round relationship
- Actively participate in UWECA's fundraising efforts and be sensitive not to detract from UWECA's efforts to raise funds that support all Community Partners

Communications between UWECA and the Community Partners will also influence the effectiveness of this Agreement. UWECA and the Community Partners have a joint responsibility for communicating any issue or problem that could have a negative impact on the working relationship.

II. EXPECTATIONS & REQUIREMENTS

Outcome Based Commitment:

Program Outcomes refer to positive changes or conditions that occur in program participants as a result of program services. Outcomes may relate to changes in knowledge, skills, attitudes, values, behavior, condition, or status. When all Community Partners successfully achieve positive Program Outcomes, this should translate into successful Community Outcomes. Community Outcomes refer to long-term changes that occur that positively impact our entire community. Community Partners should be committed to the work necessary to achieve these outcomes. Community Partners will agree to report program outcomes to UWECA as requested based on achievable outcomes submitted through UWECA's grant application process.

Using & Displaying the UWECA Logo:

Community Partners are required to include the UWECA logo on all program-specific printed and electronic materials. The UWECA logo should appear on organization letterhead, newsletters, brochures, annual reports, websites, and e-newsletters.

Community Partners are always required to display the UWECA logo at the entrance to all facilities. UWECA has available and will provide Community Partner signage upon request.

Internal Agency Campaign & Fundraising Support:

Community Partners are required to annually conduct an internal UWECA campaign for employees, volunteers, and board members. Community Partners are required to provide

speakers, conduct agency tours, and participate in UWECA fundraising events and opportunities.

Event Participation:

Every effort should be made by Community Partners to be represented at all UWECA events. This includes, but is not limited to the Campaign Kickoff event, Donor Appreciation event, and Day of Action. UWECA reserves the right to require attendance to any Community Partner meetings or training events.

Fundraising Restrictions:

In recognizing that UWECA is working to annually raise funds that support many programs and services in our community, Community Partners agree not to solicit workplace contributions from employees through payroll deduction, either individually or in consortium with another group independent of UWECA. In addition, Community Partners agree not to actively solicit funds from individuals, businesses or corporations, or hold any fundraisers (whether they be staff or volunteer driven) during the months of *September* and *October*.

Consequences for Community Partners found in violation of these Fundraising Restrictions will be as follows:

- The Community Partner will be fined 10% of all remaining unpaid UWECA grant dollars due to them for the year.
- The Community Partner will be notified of the decision and the amount being fined by letter, with a follow-up call from UWECA's President & CEO.
- The Community Partner will have an opportunity to pay by check before final grant award distribution is made on December 15th, or have the amount deducted from their final UWECA grant award distribution made on December 15th.

Should a Community Partner violate this policy three or more times within a five year period, more extreme sanctions may be levied, up to revoking the partner's UWECA Member Agency/Community Partner Status, as determined by UWECA's Board of Directors.

Required Reports:

Community Partners agree to submit the following reports as requested, on time:

- UWECA Campaign Pledge Envelope (submitted annually during UWECA's fundraising campaign)
- Monthly/Quarterly Financial Reports (submitted before fund distribution check is released)
- Program Outcome Report (as requested by UWECA)
- Any additional reports required during the grant application process

Program Information:

Community Partners agree to inform UWECA of significant changes within the agency, including change in location, change in program or agency director, major changes in program service/delivery functions, etc.

Community Partner Required Forms & Financial Reporting:

Community Partners agree to:

- Demonstrate fiscal responsibility by maintaining financial records on an **accrual basis** in accordance with non-profit standards for accounting and financial reporting
- Conduct its operations in accordance with its agency and program budgets
- Submit a copy of the IRS Form 990 annually to UWECA
- Submit proof of fiscal responsibility as follows:
 - For annual revenue of \$100,000 or below, a Community Partner must submit a financial compilation and be able to certify that it has controls in place to ensure that funds are properly accounted for through internal documented financial policies approved by its Board of Directors.
 - For annual revenue of \$100,001 to \$200,000, a Community Partner must submit a copy of a Financial Review prepared by an independent Certified Public Accountant
 - For Annual Revenue of \$200,001 and above, a Community Partner must submit a copy of a full Financial Audit prepared by an independent Certified Public Accountant
- Submit a signed Anti-Terrorism Compliance form annually supplied by UWECA
- Submit a signed Anti-Discrimination Policy form annually supplied by UWECA

Sanctions & Extensions:

Community Partners electing not to submit required reports will have their funds immediately withheld. UWECA agrees to give Community Partners a minimum of thirty days to complete all required forms.

III. AGREEMENT & TERMINATION

The following conditions may constitute grounds for UWECA terminating this Agreement with the Community Partner:

- Nonperformance or inability to provide a UWECA funded program, including the failure to submit a grant application to UWECA during the grant application process
- Provision of a poor quality of service
- Poor accountability of UWECA funds
- Failure to adhere to Fundraising Restrictions
- Failure to submit required reports
- Legal existence is jeopardized or a material change in the Community Partner's financial condition is evident and requires re-evaluation of UWECA's funding support
- UWECA's inability to fund at the level determined through the application process due to unforeseen circumstances

IV. UWECA'S COMMITMENT

Funding Commitment:

This Community Partner Agreement does not guarantee funding in the funding cycle, but rather serves as a statement of intent to fund UWECA's Community Partners. Community Partners understand and agree to re-apply for funding with each new grant cycle. UWECA reserves the right to extend the funding cycle for specific Community Partners at its discretion.

Fundraising Campaign Commitment:

UWECA is committed to administer and develop a comprehensive campaign objective to maximize annual fundraising efforts which helps support and implement the Community Investment Process.

Stewardship of Funds:

UWECA is committed to acting responsibly as stewards of funds publicly contributed to UWECA by fully informing contributors of the use of such funds. All financial records will be submitted to an annual audit by an independent certified public accountant.

Sharing of Outcome Data and Reports:

UWECA agrees to monitor and share individual and collective program outcome data and results with all Community Partners for the purpose of evaluating and improving programs and services, evaluating and improving system-wide service delivery methods, developing new programs and/or initiatives, and applying for additional program grants.

United Way of East Central Alabama, Inc. and the Community Partner listed below enters into this Agreement at the start of each new calendar year running January through December. By signing below, both United Way of East Central Alabama, Inc. and the Community Partner indicate they read and agree to abide by this Agreement.

COMMUNITY PARTNER SIGNATURES:

Agency Name: _____

Director's Signature: _____ Date: _____

Board Chair's Signature: _____ Date: _____

UNITED WAY OF EAST CENTRAL ALABAMA SIGNATURES:

CEO's Signature: _____ Date: _____

Board Chair's Signature: _____ Date: _____

*Adopted July 16, 2017
Amended June 27, 2019*