**UNITED WAY OF SEVIER COUNTY (UWOSC)**

**AGENCY AGREEMENT**

# Introduction

# The mission of the United Way of Sevier County is “Uniting people and resources in building a stronger, healthier, safer community that will have a lasting impact on improving lives”. This statement clearly establishes the philosophical basis for the primary activities of the United Way: resource development, fund distribution and community impact. In order to fulfill the mission, the United Way must raise the maximum amount of money to address the human service needs of Sevier County.

# Policies

## United Way of Sevier County Board of Directors changed its policy concerning donor designation of funds. We will no longer encourage this practice but will direct donors who express an interest to give directly to the organization of their choice. We will encourage donors to give unrestricted donations which allow the citizen review allocation process to work best. However, any designation request on submitted pledge forms will continue to be honored if the agency is tax exempt under the Internal Revenue Service classification of 501(c)(3) and is a provider of health and human services. Designations for your organization will also be included as part of the total allocation awarded to the agency.

## Payments will be distributed quarterly.

# It is United Way of Sevier County’s policy that all monies raised through the campaign must be used to support the citizens of Sevier County and not be used outside the county.

**Statement of Agreement**

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Agency name)

Referred to hereinafter as the Agency

and

**UNITED WAY OF SEVIER COUNTY**

Referred to hereinafter as United Way

This statement of agreement defines the formal relationship between the Agency and the United Way of Sevier County. Significant commitments, made mutually and by each party, are included in this document and in related policies and procedures. In addition, there are many informal and cooperative ways in which the Agency and the United Way work together to serve the people of Sevier County. In entering into this Agreement, the United Way and Agency hereby intend to be legally bound.

**MEMBER AGENCY SELF-SUPPORT POLICIES AND GUIDELINES**

1. **INTRODUCTION**

The United Way of Sevier County is committed to the development of financial resources to meet the community’s human service needs. The success of United Way’s fundraising efforts depends on mutually accepted and respected guidelines for coordinated fundraising activities by United Way, member agencies, contributors and the community-at-large. The purpose of these policies is both to encourage agencies to conduct their own fundraising efforts and to ensure the best possible results for the United Way campaign. The agency self-support policies apply uniformly to all United Way of Sevier County member agencies, their subsidiaries and parent organization. The agency as a whole agrees to abide by the policies whether or not the program which benefits from the fundraising effort is funded by United Way.

1. **POLICY**

The purpose of the agency self-support policies and procedures is to allow United Way member agencies to conduct such activities with the maximum flexibility while ensuring that such activities do no impede the success of the United Way campaign or violate representations to the community by the United Way regarding fundraising by member agencies. The parameters of the self-support policy are as follows:

Initials

* 1. No United Way member agency may promote, or encourage promotions on its behalf, of donor designations through the United Way campaign as defined in Section III (A). This policy applies year-round.
  2. A member agency found by the Board of Directors of the United Way to be in violation of the policies and procedures may incur a reduction in its allocation or suffer the loss of affiliation with the United Way. The Board may take such action upon recommendation from the Affiliations Committee. The Agency has the right to appeal the recommendation of the Affiliations Committee to the Board of Directors. The Board of Directors must state its findings for the record.

1. **DEFINITIONS AND GUIDELINES**

The following self-support activities are subject to these policies and procedures.

* 1. Self-Promotion of Designations. Self-promotion of designations **is prohibited** and includes any activity of communication designed to encourage donor designations to a particular agency through the United Way campaign.
  2. Member agencies must respect the wishes of the United Way contributing corporations or foundations which do not want to be solicited for support outside of the United Way campaign.
  3. Member agencies shall comply with all rules and regulations of the Internal Revenue Service.
  4. Member agencies are prohibited from participating or allowing the use of their names in the fundraising activities of other federations conducting business in Sevier County.

Initials

* 1. All self-support activities are to be reported annually as part of the agency’s allocation request.
  2. Questions or need for clarification regarding any part of this document should be directed to United Way staff.

1. **BOTH THE UNITED WAY AND THE AGENCY AGREE:**
2. To maintain a representative, volunteer governing board which meets regularly throughout the year to establish policy and program direction and to exercise responsibility for the organization’s administration and financial management.
3. To work cooperatively with other agencies, both voluntary and public, in meeting the needs of the community, preventing duplication of services and promoting high standards of efficiency and effectiveness.
4. To keep each other informed on all matters of mutual interest and concern.
5. To consult when problems or misunderstandings arise in order to reach solutions in the best interest of the community as a whole.
6. To promote equal opportunity, diversity and community representation in the employment practices and the composition of the governing board.
7. To conduct and share the results of periodic self-evaluations. Examples included evaluations conducted to meet the accreditation standards of parent and national organizations.
8. To maintain accurate financial reports and a system of accounting in accordance with Generally Accepted Accounting Principles (GAPP).

Initials

1. To submit all financial records to an annual audit by an independent auditor and to consider audited financial states to be public records.
2. To maintain federal tax exempt status under the Internal Revenue Code, Section 501 (c)(3).
3. To register annually with the State of Tennessee, Division of Charitable Solicitations, unless otherwise exempt.
4. To comply with all applicable laws and regulations of the State of Tennessee, Division of Charitable Solicitations.
5. To inform each other of any changes in the relationship with parent, subsidiary or affiliate organizations.
6. **THE UNITED WAY AGREES:**
7. To manage an annual fundraising campaign in a cost-effective manner on behalf of the health and human service needs of Sevier Countians.
8. To work together with other organizations and individuals to identify programs which positively impact health and human care problems in Sevier County.
9. To conduct a fund distribution process led by community volunteers which reflects the interest of contributors and funds services of member agencies.
10. To provide oversight and accountability for funds raised, funds distributed and results achieved.
11. To conduct a year-round communications program to promote public understanding of the role of the United Way and its member agencies in improving the quality of life for Sevier Countians.
12. To make available its annual report and audit.
13. **THE AGENCY AGREES:**
14. To provide continuous services and engage in activities consistent with its mission, governing documents and this Agreement.
15. To encourage the members of its governing body and other constituents to volunteer their services in and financially support the annual United Way campaign effort.
16. To promote the value-added benefits of the United Way/Agency relationship and to identify its membership status by using the United Way logo accompanied by the statement United Way member agency on agency letterhead, brochures and other appropriate materials.
17. **To actively participate in the United Way campaign and:**

Initials

**1. Attend campaign activities.**

**2. Volunteer a minimum of 10 hours per agency per calendar year for United Way.**

1. To meet all deadlines established for the allocations and review process.
2. To submit to the United Way a copy of the Agency annual report, annual audit, brochures describing Agency programs and other required information.
3. To use the United Way allocation only for programs identified by the United Way as eligible for support.
4. To comply with all United Way policies and procedures.
5. **ADDITIONAL PROVISIONS**
6. The terms of this Agreement shall be one year, commencing on June 1 of each year.
7. If either party intends not to renew this Agreement, a letter shall be sent to the other party 60 days in advance of the expiration date of this Agreement.
8. This Agreement represents the entire Agreement between the United Way and the Agency and shall only be modified in a written document executed by both parties.
9. Should any part of the Agreement be found to be illegal, invalid or unenforceable, this finding shall not affect the legality, validity or enforceability of the balance of the Agreement which shall remain in full force and effect.

This agreement is for one year, commencing on June 1, 2025 and expiring on May 31, 2026. It was approved at the meeting of the governing body of the Agency on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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United Way Board Chair Date Agency Board Chair Date

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United Way Executive Director Date Agency Executive Director Date