

## *Community Impact Partners of the United Way*



### **MEMORANDUM OF UNDERSTANDING**

United Way of Bay County (UWBC) is committed to supporting a comprehensive network of health and human care services in the community that is responsive to identified needs. United Way of Bay County pledges responsible stewardship of all donated funds and strives to ensure that the highest standards of accountability are maintained.

Community Impact Partners must provide programs that are accountable, responsive to identified community needs and able to demonstrate measurable outcomes. Impact Partners are free to seek additional program and administrative support from other sources. Impact Partners are expected to be financially stable and plan for future financial obligations.

The United Way of Bay County and its Community Impact Partners have long enjoyed the benefits of a mutually supported relationship, the cornerstone of which is trust and support for each other and the principles for which each stands.

This MOU clarifies the relationship between the UWBC and funded impact partners and establishes conditions under which an agency receives UWBC support. This agreement is written with the goal of assuring that critical human needs are addressed effectively and efficiently and in the best interests of the community, Impact Partner and the United Way of Bay County.

#### I. ALLOCATIONS:

- A. The United Way of Bay County Board of Directors will approve allocations for the period of July 1, 2020 – June, 30, 2022.
- B. Should funding be awarded, a letter with the award amount will be mailed to the agency for approval by the board chair/CEO. A signed copy of this letter must be returned to UWBC **before** payments on the award amount will be released. Payments will be deposited via EFT transfer for the 2020-2022 awards. Payments will be issued on a monthly basis. Allocations of \$5,000 or less are paid in one lump sum at the beginning of the grant year.

#### II. BOTH PARTIES AGREE:

- A. To maintain a responsible governing board that meets regularly during the year to carry out the mission and purposes of the organization.
- B. To keep each other informed on all matters of common concern and to consult together when significant changes occur. These may include, but are not limited to, changes in United Way policies and procedures, changes in Impact Partner leadership, organizational status or financial status, program changes, etc.
- C. To operate by policy and practice without discrimination based upon Federal or State law.
- D. To meet all State and United States Treasury Department Internal Revenue Service requirements as a not-for-profit agency.

III. UNITED WAY AGREES:

- A. To recognize the responsibility of the Community Impact Partners Board to determine its own policies and to manage its own program within the scope and spirit of this agreement.
- B. To provide adequate program and budget review by responsible committees of citizens to assure programs and expenditures of funds provide impact upon community human care needs.
- C. To set campaign goals with due regard for the financial needs of the participating agencies, the economic climate, the community's fund raising potential and the long range welfare the United Way which is important to both the agencies and the contributors.
- D. To conduct an annual campaign for funds, year round volunteer recruitment programs and other activities to raise the greatest amount of resources to be responsive to community needs.
- E. To be a responsible steward of funds publicly contributed to the United Way by fully informing contributors on the use of those funds and by submitting all records to an annual audit by an independent auditor.
- F. To promote the accomplishments of the Agency whenever possible and appropriate as communicated.
- G. To pay the Agency monthly after its investment amount is determined.

IV. THE COMMUNITY IMPACT PARTNER AGREES:

- A. To coordinate with and give full support to the United Way by conducting an annual Workplace Campaign, and by making volunteer and/or professional leadership available for presentations, and promoting the United Way which will assist with the success of the overall campaign.
- B. To submit within designated time lines program and budget materials including a concise statement of agency measurable outcomes that impact priority needs.
- C. To accept the allocation of funds made to it for the current year and to operate within the United Way grant regarding the use of the funds. Once allocations are determined for specific programs, the impact partner may not transfer any portion of the allocation from one program to another without agreement with the United Way.
- D. To provide the United Way with audits prepared by a certified public accountant, financial reports, service figures and other information such as Internal Revenue Service form 990 and comply with GAAP Standards.
- E. To acknowledge the contribution of United Way on all electronic and print materials that promotes any program receiving financial support from United Way of Bay County by utilizing the UWBC logo or in text: "This program is funded with support from the United Way of Bay County".
- F. To collaborate with other organizations both private and public in meeting the needs of the community to prevent duplication of services and to promote high standards of efficiency and effectiveness.

- G. To contact United Way in the event that the impact partner experiences a significant change in overall financial status or operational status of any United Way funded programs and services.
- H. Reports from impact partners are due every six months for two years which includes testimonials and photos. Those agencies that are NOT submitting timely and complete reports will be held accountable monetarily, funds will be held until reports are completed and approved by the Community Impact Committee. Impact Partners that continually violate this compliance will be dropped from further funding. Penalty for impact partners receiving less than \$5,000 can be enforced with the next funding cycle upon the discretion of UWBC. Approved by the United Way Board of Directors: **June 20, 2019.**

V. FUNDRAISING POLICIES

The fundraising guidelines below are intended to avoid competition and to achieve a strong community wide corporate, employee and individual United Way campaign commitment as well as provide opportunities for Impact Partners to meet their financial needs.

- A. Partner agencies agree to support the efforts of the United Way to solicit employees for payroll contribution.
- B. Impact Partners are asked to inform and consult with the United Way regarding major public fundraising events for clarification and to avoid conflicts.

This Agreement has been read and approved at the meeting of the governing body of the Community Impact Partner on \_\_\_\_\_ (date). Failure to comply with this agreement may jeopardize the Community Impact Partners eligibility for future funding.

Agency Name: \_\_\_\_\_  
 By: \_\_\_\_\_ (President or Chair)  
 By: \_\_\_\_\_ (Executive Director)  
 Date: \_\_\_\_\_

Agency Name: United Way of Bay County  
 By: \_\_\_\_\_ (President or Chair)  
 By: \_\_\_\_\_ (Executive Director)  
 Date: \_\_\_\_\_

**MOU PROBATIONARY DOCUMENT**  
**Approved by Resolution of the Board of Directors**  
**of the United Way of Bay County**

**Adopted by Board March 26, 2009**  
**Amended by the Board March 26, 2020**

This MEMORANDUM defines the responsibilities incumbent upon Community Impact Partners of the United Way in order for those agencies to remain Partners in good standing in accordance with the provisions of the Community Impact Partners Agreement Memorandum of Understanding, Sections II and IV. It also defines the Impact Partner's and the United Way's responsibilities at the time the Impact Partner is placed on probation and defines steps an impact partner may take to regain status as a Partner in Good Standing. Nothing in this MEMORANDUM shall be construed as superseding or modifying or otherwise impairing any portion of that Impact Partner Agreement.

The United Way of Bay County and its Board of Directors ("United Way") and the Community Impact Partners ("Impact Partners") agree that all impact partners must fully conform to the high standards expected of those entrusted with funds used for the betterment of the community. Moreover, even the appearance of impropriety can significantly diminish the reputation of the United Way and the other Impact Partners.

Therefore, by resolution of the Board of Directors of the United Way, the following occurrences may be grounds for placing an Impact Partner on probation:

1. Newly appointed Community Impact Partners are considered on probationary status for a period of one year, and will normally receive a grant which is outside of the regular community investment allocation process. They are not considered full Impact Partners until they go through the allocation process in the next planning cycle and are approved.
2. Impact Partners who fail to meet material terms of the Community Impact Partner Agreement Memorandum of Understanding may be placed on probation by resolution of the Board of Directors of the United Way.
3. Impact Partners that are unable to provide adequate and/or accurate information during the allocation period.
4. Any Impact Partner that does not receive any funding through the community planning and investment process is automatically placed on probationary status.
5. Any other act by an Impact Partner which is deemed by resolution of the Board of Directors of the United Way to be clearly outside of the Mission of the United Way.

For the purposes of this Memorandum, probationary status can mean the withholding of funds, the request to cease using the United Way Logo, removal from Community Impact Partner status, or other appropriate sanctions or actions as determined by resolution of Board of Directors of the United Way.

## **Community Impact Partner's Responsibilities**

1. Impact Partners on probation are not considered to be in good standing, and, accordingly are not entitled to the benefits of a Community Impact Partner in good standing. In order to receive consideration to be removed from probationary status the impact partner must take the following steps:
2. Within 10 working days of being notified of the probationary status, the impact partner shall contact the CEO/Executive Director of the United Way of Bay County to request a meeting to be scheduled at a mutually agreeable, but expeditious time. The Director of the impact partner and at least one other member of its Board must be present. The United Way CEO/Executive Director and the President of the Board, or designee, shall outline the gap between expected and actual performance. Additional clarification meetings may be requested by either party, as required.
3. Following the last above-mentioned clarification meeting, the Impact Partner shall submit a preliminary plan within 30 days outlining steps it will take to overcome performance deficiencies. Although the plan length may vary, as a general rule, no plan should exceed 12 months in duration from implementation of the first element of the plan.
4. The plan must contain "SMART" goals: Specific; Measurable; Attainable; Realistic; and Timely. The goals must be laid out in a monthly plan, bearing those SMART methods in mind. The goals must also have specific person or persons responsible for achieving them.
5. In the event that certain goals are not achieved during the plan time, or the measures were achieved, but were not successful, countermeasures must be provided by the agency, which then become additional methods to achieve the goals.
6. The plan, along with updates, must be provided in hard or electronic copy each month to the United Way CEO/Executive Director. Additionally, the impact partner director must discuss the plan progress with the United Way CEO/Executive Director either in phone or in person each month.
7. Failure to follow the outlined steps above may be cause for a recommendation to cease the plan and remove the agency as a Community Impact Partner.

## **The Executive Director's Responsibilities**

1. The United Way will provide counsel and support as deemed appropriate by the CEO/Executive Director during this process.
2. The CEO/Executive Director also bears the duty to keep the Board of Directors informed of all material issues concerning the plan. This includes maintaining all documentation

provided by the impact partner. Documentation will be provided to any United Way Board Member upon request.

3. The United Way CEO/Executive Director and President of the Board of Directors may at any time during the probationary process make a recommendation to the Executive Committee concerning the progress of the agency. They may also make a recommendation to modify the probationary period and or the plan. The CEO/Executive Director, President, and the Executive Committee shall make recommendations to the Board of Directors of the United Way concerning the status of the agency during this period.

### **The Board of Directors of the United Way**

1. The Executive Committee of the United Way will provide a status recommendation of the agency to the United Way of Bay County Board of Directors. The community impact partner will be notified of that recommendation via letter. The impact partner will have the right to appeal that recommendation to the full United Way Board of Directors and must notify United Way of Bay County within 10 days of receipt of the recommendation letter if they intend to request an appeal.
2. The Board of Directors of the United Way shall have the final authority to remove an impact partner from probationary status, sever the partnership with the impact partner, or accept or reject any other recommendations coming from the CEO/Executive Director, President, or Executive Committee.
3. The Board shall vote to either accept the previous recommendation, or any other action it deems appropriate. There is no further appeal process by the agency following that vote.

This Agreement has been read and approved at the meeting of the governing body of the Community Impact Partner on \_\_\_\_\_.

Agency: \_\_\_\_\_  
By: \_\_\_\_\_ (President or Chair)  
By: \_\_\_\_\_ (Executive Director)  
Date: \_\_\_\_\_

United Way:  
By: \_\_\_\_\_ (President or Chair)  
By: \_\_\_\_\_ (Executive Director)  
Date: \_\_\_\_\_