## **AGREEMENT**

## Between

Russellville Independent Schools (Hereinafter referred to as the Agency)

and

United Way of Southern Kentucky (Hereinafter referred to as United Way)

Covering the period July 1, 2025, through June 30, 2026

Program(s):

Little Panthers Kindergarten Readiness Program

\$ 8,375

Total

Sunding Amount(s):

\$ 8,375

8.375

This agreement is entered into in the belief that (a) the participation of local volunteers in community planning, fund distribution, communications and fundraising is essential, and (b) consideration of the needs of the community in the establishment, maintenance and improvement of effective human services form the basis for this working relationship.

As parties to this agreement:

- I. Both United Way and the Agency agree:
  - A. To maintain a responsible and representative governing board which meets regularly during the year to carry out the purposes for which it is organized.
  - B. To keep each other informed on all matters of common concern and to consult together when problems or misunderstandings arise, in order to reach solutions in the best interest of the community.
  - C. To conform to policies and procedures governing the United Way funding relationship.
  - D. To strive to increase the public's understanding and appreciation of and participation in human service programs.
- II. The United Way agrees:
  - A. To recognize the responsibility of the Agency's board to determine its own policies and manage its own affairs.
  - B. To keep channels of communication with the board of directors and its various committees open to the Agency.
  - C. To provide annual program and budget reviews by responsible volunteer committees and to direct funding toward programs which meet its standards of accountability, and which address important community needs.
  - D. To conduct an annual campaign for funds and to execute its best efforts to raise the greatest amount possible to support community needs.
  - E. To be a responsible steward of funds contributed to United Way by:

- 1. Fully informing contributors about use of funds.
- 2. Honoring donor wishes.
- 3. Submitting all appropriate records for an annual independent audit.
- F. To publicly promote the identity and accomplishments of the Agency's funded program(s) whenever possible and appropriate and to assist the Agency in its year-round education of the community.
- G. To pay the agency monthly (Warren County) and quarterly (Partner Counties) after its allocation has been determined, unless the agency fails to fulfill any condition of this agreement or unless the parties have agreed in advance to a different payment schedule.

## III. The Agency Agrees:

- A. To maintain its status as a non-profit organization and to conduct its operation in a manner that will not jeopardize that status and the exemption under federal and state laws.
- B. To meet all applicable United Way Minimum Standards for Funded Agencies by the dates indicated and to provide related supporting documentation to United Way as requested.
- C. To coordinate with and give full support to the United Way and to the annual campaign, demonstrated by conducting a United Way campaign within the Agency, and participating in campaign-related events to ensure the success of the annual campaign.
- D. To submit program proposals on the forms provided and at the times designated and to participate in the Citizen Review process.
- E. To accept the allocation of funds made to the agency for the current year and to operate within the United Way's policies as outlined in the manual entitled "Policies and Procedures for Funded Agencies."
- F. To assure that funds are used to achieve desired results as outlined in the program proposal.
- G. To provide United Way with annual audits or financial reviews, annual financial reports, service statistics, and program results in the form and at the times designated.
- H. To display the United Way logo at facilities receiving United Way support, to recognize in public United Way's financial support of the funded programs and to include references including the United Way logo in printed materials produced by the agency such as letterhead, annual reports, brochures, posters and news releases in order to strengthen public identification of United Way with the Agency.
- I. To address annual Allocations Committee funding conditions, if any, as detailed in Attachment A.
- J. To keep its program fees and charges commensurate with the cost of services rendered, the nature of the program, and the ability of the participants to pay (if applicable).
- K. To work with other organizations, both private and public, in meeting the needs of the community, in preventing unnecessary duplication of services, and in promoting high standards of efficiency and effectiveness.
- L. To conduct all local fundraising in accordance with United Way policy.
- M. To NOT initiate contact (in writing, by phone, in person, by e-mail or any other communications method) with any United Way Allocations Volunteer either before, during or after the allocations process for the purpose of discussing

any element of the funded program. This applies to agency staff, board of directors and volunteers. Violation of the policy may result in a reduction in the program's final allocation for the coming year.

This agreement shall be binding through June 30, 2026.

Failure by United Way on any occasion to require strict compliance with any provision of this agreement shall not constitute a waiver of such agreement. No waiver of any of the provisions of the agreement shall be deemed to constitute a waiver of any other agreement or provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless it is made in writing. This agreement may not be modified or amended except by a writing signed by both parties.

| Russellville Independent Schools | United Way of Southern Kentucky |
|----------------------------------|---------------------------------|
| By:(President or Chairman)       | By:(Chairman)                   |
| (Executive Director)             | (President)                     |
| Date:                            | Date:                           |