

Give Nebraska
July 1, 2025 – June 30, 2026, including 2025 Campaign Activities
Membership Agreement

It is agreed to this 2nd day of May 2025, by and between Give Nebraska and The Foundation for LPS ("Member Agency"), that each has obligations to the other as a result of Member Agency's membership in Give Nebraska (the "Agreement"). This Agreement shall commence on July 1, 2025 and shall terminate on June 30, 2026, unless renewed pursuant to Article III(A) herein.

I. Give Nebraska hereby agrees to provide the Member Agency:

- A.** Coordination of workplace campaigns.
- B.** Training and/or development of Give Nebraska Members Council ("Members Council") representatives and member agency boards in contacting and soliciting both current and new campaign worksites.
- C.** Campaign literature and training materials for worksite volunteers.
- D.** General publicity directed to the public-at-large regarding Give Nebraska and its member agencies.
- E.** Regularly scheduled payments of campaign contributions designated to the Member Agency plus an equal share of contributions designated for equal distribution to all member agencies.

The above provisions are not exclusive and do not preclude the Member Agency from promoting its own organization, or fundraising in any manner during campaign time or at any other time. However, members may not belong to any other worksite fundraising federation.

II. As a member of Give Nebraska, the Member Agency agrees to:

- A.** Abide by Article II of the Give Nebraska Bylaws (attached hereto as Exhibit A).
- B.** Abide by Member Agency's governance documents
- C.** Abide by the highest standards of nonprofit governance as illustrated by Nonprofit Association of the Midlands' Guidelines and Principles, attached hereto as Exhibit B.
- D.** Actively contribute volunteer hours to the federation.
- E.** Designate one individual and one alternate to serve on the Members Council.
- F.** Ensure that at least one Member Agency representative attends every Members Council meeting.
- G.** Designate a minimum of one person to serve on a Give Nebraska committee. Member agencies whose representatives are currently serving as Members Council representatives on the Give Nebraska Board of Directors are exempted from committee participation for the duration of their Director terms.
- H.** Assist Give Nebraska in obtaining new campaign worksites.
- I.** Conduct a Give Nebraska worksite giving campaign for the Member Agency's employees and/or key volunteers.
- J.** Display the Give Nebraska logo and/or name and acknowledge itself as a member agency on all appropriate agency literature, websites, electronic communication, advertising and press releases.
- K.** Each year, by the date requested, electronically submit to Give Nebraska:
 - 1.** The Member Agency's most recent independent financial audit or an independent financial review. For agencies with annual operating budgets of \$1,000,000 or more, an independent audit will be required, at a minimum, once every three years with an independent review being conducted in the years in between. For agencies with annual operating budgets under \$1,000,000, an annual independent review will be required annually.
 - 2.** IRS Form 990, the current annual operating budget, and any other supporting documentation requested.
 - 3.** A current list of the Member Agency's Board of Directors with professional affiliations and current board terms (start and end dates of any dates of board service).
 - 4.** Copies of three examples of the use of the Give Nebraska name and/or logo on Member Agency materials.
 - 5.** Submit any requested supplemental materials. Annual membership dues of \$350.00 in the first year of membership and \$250.00 thereafter and additional support fees equal to 20% of the revenue received by the agency for the 2025 campaign year. The combined total of annual membership dues and additional support fees shall not exceed 30% of the Member Agency's total campaign revenue. Membership dues and support fees will be deducted in equal amounts from the quarterly disbursements to the Member Agency, except in the first year of membership when

membership dues must be paid, by check, to Give Nebraska concurrent with signing the Membership Agreement.

6. Receipt of Funds by Member Agency from United Way. In the event that a United Way direct pays the Member Agency for funds collected from a campaign in which Give Nebraska also participates (excludes tocouville gifts), the Member Agency agrees that it shall pay support fees on the direct payment, in the amount set forth in Section K, Item 5 above of the Membership Agreement, to Give Nebraska. The Member Agency agrees that fee payment will be submitted to Give Nebraska no later than thirty (30) days after receiving such direct payments from a United Way.
- L. Hold in confidence all donor data provided by Give Nebraska, never sharing or selling the data to any other individual or entity. Violating this requirement is grounds for revocation of Give Nebraska member agency status.
- M. Shall not violate the Give Nebraska Bylaws; their own governance documents; the Agreement, or other formally adopted measures of Give Nebraska; or illegally, unethically, or otherwise inappropriately use funds.
- N. Provide written notice to Give Nebraska no later than May 1, 2025 of whether it desires to renew the Agreement or to let the Agreement lapse on the termination date.

III. Extension, Termination and Suspension of Agreement.

- A. If the Member Agency provides notice under Article II(N), the Agreement may be extended for an additional one-year term by written agreement of both parties. Each successive term shall be governed by this Agreement. The termination date of each successive term shall be June 30 of the following year, unless the parties again extend the Agreement as provided herein.
- B. Give Nebraska may suspend or terminate the Agreement immediately, with no prior notice to the Member Agency, if it determines in good faith that:
 1. The Member Agency is in violation of or subject to pending legal action related to these Bylaws, Member Responsibilities, breach of this agreement, fails to follow any other formally adopted measures of Give Nebraska, or inappropriately uses Give Nebraska funds.
 2. The Member Agency falsely represented its compliance with this Agreement to Give Nebraska, whether by misrepresentation, omission or concealment, and regardless of whether such false representation was made knowingly or intentionally.
 3. Give Nebraska shall provide written notice of such termination to the Member Agency, which notice shall contain the reason for such termination and the date of termination. If the notice contains no termination date, the Agreement shall terminate when Give Nebraska provides such notice to the Member Agency.
- C. The Give Nebraska Membership Evaluation Committee and Board of Directors will monitor the Member Agency's compliance with this Agreement. If at any time the Membership Evaluation Committee or the Board of Directors determines the Member Agency is not in compliance, Give Nebraska may notify the Member Agency in writing of such noncompliance. To protect the integrity of the Give Nebraska, in addition to such notice of noncompliance, the Membership Evaluation Committee or Board of Directors may take any of the following actions:
 1. Request the Agency to present a plan for compliance to be achieved in 90 days or less. The Membership Evaluation Committee or Board of Directors must approve the plan for compliance.
 2. Suspend this Agreement and the Member Agency's membership with Give Nebraska by written notice which shall provide the reason or reasons for suspension. Suspended Member Agencies shall not participate in Members' Council meetings, committee activities, campaign activities, and may be removed from the Give Nebraska website until the grounds for suspension have been reversed.
 3. Withhold the Member Agency's share of any equal distribution funds until the Member Agency is in compliance. If, at the end of 90 days, the Member Agency is not in compliance, the Member Agency's share of any equal distribution funds may be forfeited.
- D. If a Member Agency receives a notice of noncompliance or suspension, it shall provide a written proposal to Give Nebraska within the timeframe designated in such notice, which response shall include a plan for compliance within 90 days from the date of such proposal. If the Member Agency does not so provide a written proposal, Give Nebraska may terminate the Agreement immediately. If the noncompliance

remains unresolved after such 90 days, or if at any time Give Nebraska believes in good faith that the Member Agency cannot or will not achieve compliance within such 90 days, Give Nebraska may terminate this Agreement by a majority vote of the Board of Directors.

- E. If, within 120 days after receiving the Member Agency's compliance proposal, Give Nebraska believes in good faith that the Member Agency is compliant with the Agreement, this Agreement shall resume for the term specified herein.
- F. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Angelina Cumming
Member Agency Representative

Director of Operations
Title
President

5/2/25
Date
02/05/2025

1026
Natalia Wina (May 2, 2025 19:10 CDT)
Member Agency Representative

Title

Date

Give Nebraska

Title

Date

Exhibit A. (insert copy of Bylaws Article II once language for Section 2, H and I is finalized)

Exhibit B. (insert copy of NAM Guidelines and Principles)