



OPERATING AGREEMENT
by and between
The Community Foundation for Northeast Florida
and
Women's Giving Alliance
Approved by Steering Committee on

The Community Foundation for Northeast Florida (“TCF”) is a not-for-profit public charity. Women’s Giving Alliance is an initiative of TCF, which continues to endorse and support its mission. The purpose of this AGREEMENT is to memorialize the manner in which Women’s Giving Alliance will operate as an initiative of TCF and shall not be deemed a contract between TCF and Women’s Giving Alliance members, individually or collectively.

For purposes of this AGREEMENT, “WGA” refers to the individual members of Women’s Giving Alliance and the leadership elected to represent those members, individually and collectively, and Women’s Giving Alliance.

I. PURPOSE

TCF and WGA believe in the mission of Women’s Giving Alliance and want this initiative to be effectively, efficiently and appropriately operated to ensure success. TCF and WGA believe this initiative will be best served by delineating in writing within this AGREEMENT their common understanding of their relationship and the commitments they each make to one another and to the initiative.

II. LEADERSHIP AND COORDINATION

To facilitate coordination of TCF and WGA activities and communication between staff and volunteers, the respective presidents or their designee will meet on a regularly scheduled basis. These meetings may include the WGA Officers and designated TCF staff. They will provide an appropriate venue for resolving any issues related to interpretation and/or implementation of this AGREEMENT; adjustments related to changes in personnel or other circumstances, including unforeseen challenges and opportunities; and other concerns that may arise. When questions require immediate attention, the two presidents may communicate between-meetings. Formal amendments to the AGREEMENT may be made in a bi-annual review, as described below.

III. ADMINISTRATION, EDUCATION, MEMBERSHIP

A. TCF COMMITS TO:

1. Provide Staff Support for Designated WGA Activities
 - a. Designate a fulltime dedicated staff member to serve as the primary contact for WGA logistics and inquiries and as a liaison to the WGA President
 - b. Respond to WGA requests within 3 days (24 business hours) and agree upon timeline for work completion based on nature of specific request (via appropriate TCF staff member)
 - c. Provide one voting member of the WGA Steering Committee.
 - d. Designated Staff will attend monthly WGA Leadership team meetings, and others as agreed upon
2. Manage the Donor/Member Database
 - a. Maintain database of current and past WGA members, prospects and donors including all gift information
 - b. TCF will retain ownership of all lists and content in database
 - c. Should at any time WGA request copies of lists or other content from the database those will be provided given sufficient notice.
3. Generate and Disseminate lists
 - a. Provide mailing lists to mail house
 - b. Provide mailing and member lists to committee chairs, as requested, in mutually agreed upon format
 - c. Distribute electronic weekly membership report (Nov 1st- May 15th) to Steering Committee in agreed upon format. Reports will be sent during June-October when new members join or renew.
4. Assist with Events
 - a. Enter into contracts, arrange for deposits and payments, secure event space and assist with negotiating terms, as needed.
 - b. Provide TCF point of contact and medium for RSVP's, to be determined by TCF staff
 - c. Maintain RSVP lists for all member events
 - d. Generate nametags for ONLY the Annual Meeting, and Member Forum. All other events will have preprinted logo tags available for use, upon request
 - e. Process all revenues and expenses
 - f. Provide a representative at events as backup assistance, if requested
 - g. Provide periodic updates on RSVP's received and list of attendees for registration purposes, according to a mutually agreed upon schedule determined for the event
 - h. In consultation with WGA Event volunteers, create seating charts for large, seated WGA events.

5. Assist with Miscellaneous Administrative Needs
 - a. Ensure completion of Confidentiality/Conflict of Interest agreements by all Steering, Finance, and Grants committee members
 - b. Order supplies as needed
 - c. Provide meeting space for WGA meetings and events, as available
 - d. Maintain all files and official records in accordance with TCF policy (attachment 1)
 - e. Send marketing materials to members and prospects as requested

B. WGA COMMITS TO:

1. Meetings
 - a. Notify TCF of scheduled WGA committee meetings and events as soon as possible. If TCF staff is requested to attend meetings, include staff in survey to choose dates for meeting.
 - b. Work with the dedicated TCF staff member who in conjunction with the WGA President and committee co-chairs, creates and establishes the WGA Annual calendar of meetings.
2. Supplies
 - a. Approve quantity and type of stationery before TCF places printing supply orders
 - b. Advise TCF of large quantity supply needs so as to mitigate additional costs of 'rush' orders and to ensure timely delivery
3. Events
 - a. Plan and coordinate all events, including but not limited to invitation and other material design and printing requests, venue and meal selection, procurement of audio-visual equipment, speaker coordination and promotion, registration of guests and table assignments
 - b. Submit attendance record to TCF staff for reconciliation with TCF database and financial reports
 - c. Acknowledge TCF at all WGA events including Annual Meeting, Member Forum, Education events and Connector events, explaining the relationship to TCF, and recognize or introduce TCF Board of Trustees or TCF staff present at events as appropriate
4. Miscellaneous Administrative Functions
 - a. Obtain authorization from TCF before using its Florida sales tax-exemption form, which may not be reproduced by individual WGA members.
 - b. Avoid entering into legally binding contracts or making other commitments on behalf of TCF. WGA does not have the authority to make such legally binding contracts or commitments.
 - c. Notify TCF of any requested changes to information or content, or discrepancies in, reports or lists given to WGA
 - d. Designate committee chairs as liaisons with TCF and channel all operations-related communication with TCF through them, WGA President, President-Elect or WGA Vice Presidents

- e. Abide by all TCF policies and procedures, including “Policies and Guidelines for Promoting Funds of The Community Foundation for Northeast Florida.” (Attachment 2), and TCF Advocacy Policy (Attachment 3)
- f. During Nominating deliberation, keep TCF lead staff and WGA Leadership Team apprised of Nominating Committee recommendations

IV. COMMUNICATIONS

TCF and WGA agree to define communications as follows:

External communications are those designed for the benefit of WGA members AND used to recruit members and promote the work of WGA. These include but are not limited to: Annual report, grants brochure, education/program brochure, website, social media properties and all contact with media sources including press releases.

Internal communications are those designed primarily for the benefit of WGA members. These include but are not limited to: E-news, Connector events, and member only events.

WGA agrees to retain unless another course of action is mutually agreed on by TCF and WGA. a Communications consultant, at WGA’s expense, to coordinate, create and facilitate all communication needs for the initiative.

A. TCF COMMITS TO:

1. Member Communications

- a. Provide historical information about various materials and communication processes and consult with committee chairs, as requested, to facilitate production of printed materials such as the annual report
- b. Arrange purchase and printing of WGA materials such as letterhead and brochures
- c. Assemble, address and mail printed communications
- d. Mail paper copies to members who do not use e-mail

2. Newsletter/Electronic Communication

- a. Review, edit final format, as needed, and distribute electronic newsletter to members
- b. Post Electronic newsletter on website

3. Website

- a. Maintain website for WGA, for promotional and marketing purposes; notify WGA of website maintenance issues without delay
- b. Update website based on written requests. If the completion date is not achievable, notify WGA without delay.
- c. Complete website updates promptly, in consultation with outside vendor(s) and in consideration of all TCF priorities. In all cases, if a previously agreed upon completion date changes, notify WGA without delay so adjustments can be made.

4. Social Media
 - a. Serve as a resource, when appropriate, regarding the use of social media platforms and The Community Foundation. This includes providing a timely response to content when a review is required to capture the utility of using a social media platform.
 - b. Notify WGA of any changes to the TCF Communications policies and provide guidance regarding implementation by WGA.

B. WGA COMMITS TO:

WGA commits to using its Communication Committee and Communications Consultant to provide a unified conduit to TCF for information, requests and opportunities in order to inform and attract members.

1. Member Communications

- a. Submit final draft of copy of all promotional materials for all major events and initiatives (invitations, calendar of events, brochures, press releases, annual report, E-news, etc.) to TCF for approval prior to distribution to any audiences (In general, connector events are not subject to this stipulation)
- b. Acknowledge TCF in any and all written and electronic communications with its members and the general public, using TCF approved boilerplate language
- c. Involve lead staff, and VP of Strategic Communications at The Community Foundation on all final versions of external communications prior to sending to printer.

2. Newsletter/Electronic Communication

- a. Provide an annual schedule to TCF; negotiate any changes in the schedule with TCF staff
- b. Provide copy and photos according to the schedule

3. Website

- a. Monitoring WGA Website and informing TCF of requested updates; provide information and needed graphics, whenever possible. All website requests will be reviewed by TCF.
- b. Coordinate all website projects through Communications Committee and Communications Consultant with counsel/advice of TCF's staff consultants and with appropriate concern for minimizing staff /consultant costs.

4. Social Media

- a. Monitor and provide content for all social media platforms utilized by WGA. Those items which require review by the VP of Strategic Communications at The Community Foundation will be submitted in a

- timely manner to capture the utility of using a social media platform.
- b. Abide by all communications policies implemented by The Community Foundation during the term of this operating agreement.
- c. Abide by the Social Media Policy approved by The Steering Committee in 2016, which may be updated from time to time by The Communications Committee in consultation with TCF and WGA leadership.

V. FINANCIAL FUNCTIONS

A. TCF COMMITS TO:

1. Contributing an additional \$10,000 each year for the two-year period of this operating agreement into the special projects/operating fund. This contribution will be reviewed annually by both TCF and WGA to ensure need. Process WGA accounts payable
 - a. Pay invoices with proper approval/documentation within 14 days of receipt
2. Track WGA accounts receivable
 - a. Track donation pledges and payments
 - b. Send pledge reminders to members in February each year
3. Process WGA contributions
 - a. Process member dues (currently \$1,500) as specified in WGA Bylaws and policy: \$1,000- grantmaking, \$300- endowment, \$50 WGA Special Projects Fund and \$150- administrative costs
 - b. Acknowledge all gifts in accordance with TCF policies
 - c. Track gifts by donor and maintain records
 - d. Process credit card transactions
 - e. Inform WGA leadership team members of any gift beyond the regular membership dues on a quarterly basis (Legacy, Endowment, Grants pool, Gifts in Honor or in Memory)
4. Process WGA grant awards
 - a. Record grants when awarded and process grant payments
5. Manage Women's Endowment Fund
 - a. Pool Women's Endowment Fund, a permanently endowed fund of TCF, with other TCF endowed assets and credit to the fund quarterly it's allocable share of net investment returns
 - b. Charge a TCF support services fee, in accordance with TCF's board-approved fee schedule, deducted quarterly in arrears from the WGA Endowment Fund
 - c. Deduct direct administrative expenses of WGA Endowment Fund, if any, from Women's Endowment Fund
6. Provide Financial Statements
 - a. Provide quarterly financial reports to WGA Finance Committee, in a format mutually agreed upon with WGA Finance Chair and consistent with TCF standard financial reporting

- b. Provide quarterly report on TCF financial commitment to WGA, including personnel costs, indirect expenses, and WGA direct expenses agreed to be paid through TCF operating budget.

B. WGA COMMITS TO:

1. Fund all direct expenses related to WGA operations and activities, except those which TCF agrees to fund, determined annually, through allocation of WGA revenue and fund assets
2. Prepare and oversee annual operating revenue and expense budget, in consultation and assistance from TCF; manage budget and identify recommended sources of funding for expenses
3. Provide invoices to TCF
 - a. Invoices require approval for payment, from WGA president or designee.
4. Review financial reports provided by TCF and notify TCF without delay, of any proposed changes to, or discrepancies identified in, financial reports.
5. Designate the WGA Treasurer to act as primary point of contact for communication with TCF regarding finance-related issues, although the WGA President, Vice Presidents, Education Co-chair and Communications Co-chair may contact TCF directly, as needed.
6. Ensure Finance committee members complete Confidentiality/Conflict of Interest Agreements each calendar year

VI. GRANTS

A. TCF COMMITS TO:

Assist with preparation, planning and full application processes for WGA pooled grants fund, this includes:

1. Attend member and/or committee meetings (i.e., Grants Leadership Team, Decision Team, Evaluation Team and Impact Team) as appropriate for the process
2. Provide advice and counsel regarding grant industry standards, best practices, and regulations, all within TCF's policies and standards of operation
3. Assist Grants leadership with training of Grants teams and provide training materials, if requested and as appropriate
4. As warranted, provide input on the state of the nonprofit sector, with regard to the business of area nonprofits
5. Assist the Grants Leadership Team to develop materials related to grant cycle application and decision process, to include Letters of Interest (LOI), Requests for Proposal (RFP) and evaluation process
6. Create and send acceptance/decline letters, and grant contracts, within TCF policies and standards of operation

7. Maintain electronic and/or paper files containing correspondence specific to the application process, i.e., grant proposals, grant contracts, and copies of grant checks
8. Provide due diligence as required for area nonprofit applicants during the grants cycle
9. Maintain grants data as it aligns with TCF's database for grants administration
10. Work with Finance Department at TCF to process grant distributions/checks, upon the recommendation of the appropriate WGA Grants Committee
11. Review interim/final reports approved by WGA prior to submitting for payment(s). In the rare case of a problem, TCF will confer with the WGA President, Grants co-chairs and/or GLT members
12. Assist in the negotiations with grantees, if needed when grant requires Amendments
13. Notify potential grantees NOT receiving grants via letter/or phone call depending on ranking during grant selection process
14. During the application process, act as point-of-contact for inquiries from nonprofit agency representatives requiring technical assistance, for submission of application materials and for WGA Grants team communication with applicants

B. WGA COMMITS TO:

1. Identify WGA leadership for Grants Committee/Sub-Committees, i.e., Grants Leadership Team, Decision Team, Evaluation Team and Impact Team
2. Recruit and train WGA members as volunteers for Grants Committee/, i.e., Grants Leadership Team, Decision Team, Evaluation Team and Impact Team
3. As early as possible, and preferably by August, coordinate with TCF staff involved in supporting WGA grantmaking with meeting schedule and other key dates for annual grants cycle
4. Ensure completion of Confidentiality/Conflict of Interest Agreements by all Grants Committee volunteers, Advocacy Committee members and Steering Committee members prior to onset of grants cycle
5. Establish and/or update the annual grants cycle process and timeline for the next year's cycle on an agreed upon deadline
6. Assemble new and/or existing information on potential grantees for distribution to Grants Leadership Team, Decision Team, Evaluation Team and Impact Team.
7. Call and lead committee/sub-committee meetings for purposes of the WGA Pooled Fund grants cycle
8. Ensure taking and distribution of meeting minutes/outcomes/deliverables.
9. Prepare committee meeting materials, including written recommendation(s) to Steering Committee for review and approval.
10. Annually develop and present slate of recommended grants from Pooled Grant Fund to WGA membership at the designated membership meeting.
11. Provide TCF staff with information such as grant recommendations (agency

names, grant dollars, program names, grant contacts, length of grant, grant purpose/description) to accomplish duties as outlined above.

- 12. Review and approve grant interim and closing reports in connection with processing/distribution of grant funds by TCF staff. Notify staff with oversight of grantee status upon report completion. Submit reports to TCF.
- 13. Acknowledge that TCF retains variance power on all grants with TCF and all suggested grants must be approved by TCF’s Board of Trustees.

VII. AMENDMENT/ANNUAL REVIEW

TCF and WGA agree that this written AGREEMENT, outlining their common understanding of their relationship and commitments, is valuable to ensuring the success of Women’s Giving Alliance. TCF will document as amendments to this AGREEMENT modifications of this relationship and/or commitments that may become appropriate as identified in a bi-annual review, with a provision to amend if needed, by TCF and WGA leadership.

VIII. EFFECTIVE DATE AND TERM

Acknowledgment of this written AGREEMENT, outlining TCF’s and WGA’s common understanding of their relationship and commitments, is documented as of the date signed below. TCF will formally terminate this AGREEMENT in writing in the event TCF and/or WGA determine it no longer adequately or appropriately documents their common understanding of their relationship and commitments.

The undersigned, each being the duly authorized officer of The Community Foundation for Northeast Florida and Women’s Giving Alliance, an initiative of The Community Foundation for Northeast Florida, have signed and agree to the relationship and commitments set forth in this AGREEMENT.

The Community Foundation, Inc. d/b/a The Community Foundation for Northeast Florida

Nina M. Waters, President

Women’s Giving Alliance
An Initiative of The Community Foundation for Northeast Florida

Jan Healy 2021-2023 President

Mary Pietan, 2018-2020 President

Date _____