**FINANCIAL ARRANGEMENTS**

**Define Administrative Fees**

* First year fees – prorated / full fee
* Reasonable fees; when paid, how fees are determined; what happens if they are not paid; what dispute resolution process should be taken?
  + For example: Each statement (can be quarterly) should break down individual months and costs per month, including administrative oversight costs (both the percentage the person’s salary as well as the actual amount being paid to each person and/or to the Umbrella Organization for oversight of the GAL/CASA program)
* Cap of XX percent on administrative fees
  + *For example:* “administrative oversight costs are limited to 10% of the umbrella staff’s salary/employee benefits for an administrative support, financial oversight, or supervisory position.”
* Process for increasing administrative fees including timing of notification to CASA/GAL Program

**Fundraising**

* Funds should be deposited in a separate account for use by CASA/GAL Program
  + *For example: “Umbrella agrees that any funds raised by the* CASA/GAL *Program or donated to the* CASA/GAL *Program will be placed in a separate account for use only by the* CASA/GAL *Program.  In the event that the* CASA/GAL *Program or Umbrella Organization terminates the relationship, all funds that were raised or donated for the* CASA/GAL *Program will be given to the new* CASA/GAL *Program if it is a nonprofit entity or will be provided to State Organization.”*
* Must fundraising be approved by Umbrella Organization?
* Fundraising Events (approval, insurance, ownership, administrative fees)
* How will fundraising dollars be allocated?
* Donors – when will fundraising be CASA/GAL Program’s and when will it go to Umbrella Organization

**Grants**

* Oversight responsibility of grants (CASA/GAL Program or Umbrella)
* Is there an administrative fee for grants? Is grant administration included in the regular administrative fees or is it a separate fee?
* Applying for Grants- Umbrella must provide needed support documentation (i.e. budget, strategic plan, personnel policies)
* Unused grant funds

**EXIT PROVISIONS**

**Early Termination of The Agreement**

* Define the process for termination of the MOU/relationship
* Informing stakeholders including grant makers, court, volunteers and other stakeholders
* Funds – all outstanding purchase orders/commitments should be cancelled

*A Memorandum of Understanding (MOU) should include the following items. Any additional roles of the Umbrella or CASA/GAL Program should also be included. Be sure to review your state statutes for appropriate language. Because this is a legal document, review by an attorney is recommended.* ***CLARIFYING RESPONSIBILITIES IS THE NUMBER ONE PURPOSE OF A MOU.***

**Title**

Memorandum of Understanding between the XXXX CASA/GAL Program and XXXX Umbrella Organization. May also include court or other organization as applicable

**Names of the Parties**

* The XXXX CASA/GAL Program
* The XXXX Umbrella Organization
* May also include court or other organization as applicable

**Mission of the CASA/GAL Program**

Mission Statement of XXXX CASA/GAL Program

**Mission of UMBRELLA ORGANIZATON**

Mission Statement of XXXX Umbrella Organization

**Purpose of the Mou**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the XXXX CASA/GAL Program and the XXXX Umbrella Organization. May also include court or other organization as applicable

**Roles and REsponsibilities of CASA/GAL Program**

* Maintain membership with National CASA
* Provide the services of screened, trained and supervised volunteers to advocate for the best interests of children who have become involved in court proceedings due to abuse or neglect
* Work with Umbrella Organization to submit accurate Data Reports
* Cooperate with any audits
* Other – as determined by parties to the MOU

**Roles and REsponsibilities of UMBRELLA ORGANIZATON**

* Administrative Support
* Data Reports
* Cooperate with any audits

**Risk Management**

* Must have Financial Controls in place.
  + For example: “*shall maintain proper accounting records and follow generally accepted accounting principles, including maintaining internal fiscal controls, for the scope of all services of this agreement and provide for an accounting of all charges and expenditures as may be necessary for a financial review and/or any audit that may be required.”*
* Insurance including for fundraising events
* Negotiate evaluate and oversight of vendors
* Grants – determination of funding
* Files – Volunteer, Staff, Administration
* Refund of administrative fees upon termination
* Social Media – redirect website, other social media to new website
* Training Materials

**What remains with the CASA/GAL Program**

* CASA/GAL logo, CASA/GAL Program name, website address and materials, program development materials, training manuals and information, volunteer, case and staff files, grant monies awarded before separation, ownership of fundraiser
  + For example, if CASA/GAL Program has a yearly successful fundraising campaign, and leave the umbrella can CASA/GAL Program take that fundraiser event? (i.e. yearly 5k – can the new program that has moved away from the Umbrella Organization use the name, vendors etc. of that fundraiser)
* Any computers, furniture, or any other equipment of any nature purchased with CASA/GAL Program funds will be the property of the CASA/GAL Program if the CASA/GAL Program leaves the Umbrella Organization for any reason.

**SIGNATURES**

* CASA/GAL Program Director
* CEO and/or Board Chair of Umbrella Organization
* May need a judicial signature – if applicable

**Term of Agreement**

For example: This agreement will be effective from the date of signature. This agreement will be reviewed XXX (annually, every three years, every two years).

**CASA/GAL Program MUST have its own Logo**

**Other Considerations**

* Disclaimers: Many MOUs will contain one or more disclaimers, including one indicating that employees of CASA/GAL Program are not to be considered employees, borrowed or otherwise, of Umbrella Organization and vice versa.
* Prohibited Services – i.e. involvement in political campaigns, lobbying
* Release of information by the Umbrella Organization or by the CASA/GAL program
* Social Media – Must social media account establishment be approved by Umbrella Organization?