



READ NB

Laubach Literacy New Brunswick

AFFILIATION AGREEMENT: LAUBACH LITERACY NEW BRUNSWICK AND LAUBACH COUNCILS

THIS AGREEMENT is effective as of the 24th day of June 2023 (the “**Effective Date**”).

BETWEEN:

LAUBACH LITERACY NEW BRUNSWICK (“LLNB”)

-and-

(“Affiliated Council”)

(Each a “**Party**” and collectively the “**Parties**”)

1. DEFINITIONS

“*Affiliation Agreement*” is defined as a written agreement, in effect between LLNB and an Affiliated Council and accepted by the representatives of an Affiliated Council. The Affiliation Agreement defines the operational relationship between LLNB and the Affiliated Council, including the understanding, obligations, and expectations with respect to service delivery, accountability, standardization of practices, evaluation and assessments, administrative processes, training delivery and development.

“*Affiliated Council*” is defined as a charitable or not-for-profit association or not-for-profit company incorporated under the *Companies Act* (New Brunswick) that:

- a) shares, respects, and promotes the purpose, vision, and goals of LLNB;
- b) is actively engaged in the provision of adult literacy programs supported by LLNB in a region of New Brunswick;
- a) is a party to an Affiliation Agreement with LLNB; and
- b) Is recognized and approved by the Board of LLNB as an Affiliated Council.

2. GOVERNANCE

The Affiliated Council shall always maintain proper governance practices, as well as financial and operational viability.

3. RESIDENCY

A majority (51% minimum) of the Board of Directors and the chairperson for the Affiliated Council shall be resident(s) of the Province of New Brunswick and regularly residing in New Brunswick.

4. TERM OF AGREEMENT AND ENGAGEMENT

The term of this Agreement (the “Term”) shall be for twelve (12) months from the Effective Date and shall be automatically renewed for successive terms of twelve (12) months each until terminated in the manner set out herein.

Either Party may notice to the other Party of its intention not to renew. Notice shall be given in writing at least sixty (60) days prior to the renewal date.

The Affiliated Council hereby agrees to provide the services pertaining to the Laubach Literacy programs as set forth in Appendix 1, in accordance with the terms and conditions of this Affiliation Agreement.

5. CONDUCT

The Affiliated Council shall not engage in conduct or actions damaging to the image of LLNB or which would detract from the good name and reputation of LLNB or any other Affiliated Councils.

6. COMMUNICATIONS

The Affiliated Council shall at all times act in accordance with the provisions of LLNB’s Governing Principles on Communications as set forth in Appendix 2 as well as in accordance with LLNB’s Communication Plan, as may be adopted and amended from time to time.

7. PAYMENTS

Reimbursement to the Affiliated Council for any travel, accommodation, and incidental expenses (as authorized by LLNB’s Travel Policy - as may be adopted and amended from time to time) shall be subject to the delivery to LLNB of receipts and invoices by the Affiliated Council to the satisfaction of LLNB.

8. USE OF FUNDS

Funds allocated to the Affiliated Council through or by LLNB will be subject to the criteria set out in an external grant and/or funding agreement. Such funds accepted by the Affiliated Council shall be conditional upon the Affiliated Council meeting/maintaining the requirements of the external funding criteria and shall be relative to the number of learners and learner hours. The Affiliated Council will abide by the criteria applicable to the funds, per the terms of the funding agreement.

9. CONFIDENTIAL INFORMATION

The Affiliated Council acknowledges and agrees that it shall not, during the Term of this Agreement, or at any time thereafter, directly or indirectly, disclose or grant access to LLNB's confidential information to any third party, nor shall it use or exploit such information for any purpose other than those approved in

writing by LLNB. In turn, LLNB acknowledges and agrees that it shall not, during the Term of this Affiliation Agreement, or at any time thereafter, directly or indirectly, disclose or grant access to the Affiliated Council's confidential information to any third party, nor shall it use or exploit such information for any purpose other than those of LLNB.

10. VISIBILITY AND USE OF LOGO

The Affiliated Council will display LLNB's logo or other associated identifying information, in its material, in a manner that is appropriate given the form and size of the materials, which display shall be subject to the approval by LLNB. Notwithstanding that the Affiliated Council may use LLNB's logo, it acquires no rights in any of LLNB's intellectual property.

11. STATUS OF PARTIES

The Affiliated Council's relationship with LLNB shall be that of an independent organization and not that of an employee, partnership, or agent. The Affiliated Council shall be solely responsible for remitting such amounts as may be required by law to the Canada Revenue Agency, the Employment Insurance Commission, WorkSafeNB and/or the Canada Pension Plan.

12. TERMINATION

12.1 This Affiliation Agreement may be terminated immediately in the event of:

- a) thirty (30) days have elapsed after written notice of default (detailing the incidents of material default by a party of its obligations owing under this Affiliation Agreement has been served by a party on the defaulting party and the defaulting party fails to rectify such default(s);
- b) of bankruptcy, insolvency, or dissolution of either party; or
- c) either Party makes a general assignment for the benefit of its creditors or suffer or permit the appointment of a receiver for its business or assets.

Either Party may terminate this Affiliation Agreement, without cause, upon sixty (60) days prior written notice served on the other.

12.2 Upon the expiration or termination of this Affiliation Agreement, the Affiliated Council shall forthwith return to LLNB all of LLNB's confidential information, all copies thereof, any related material, including without limitation, memoranda, notes and documents containing extracts or reproductions of proprietary information, all copies thereof, and all other property of LLNB in the Affiliated Council's possession or control including but not limited to all books and training materials supplied to the Affiliated Council by LLNB.

12.3 Upon the expiration or termination of this Affiliation Agreement, the Affiliated Council shall cease to use any of LLNB branding such as logo or name unless otherwise approved by LLNB in writing.

12.4 Upon the expiration or termination of this Affiliation Agreement, any unused funds previously allocated to the Affiliated Council by LLNB through funding grants and for the purpose of delivering LLNB programs, shall be reimbursed to LLNB by the Affiliated Council forthwith on upon demand by LLNB (and in no case later than ten (10) days after the demand).

13. AGREEMENT IN ENGLISH

The parties have agreed that this Affiliation Agreement as well as any notice, document or proceedings relating hereto be written in English.

[EXECUTION PAGE TO FOLLOW]

THE PARTIES HEREBY indicate their acceptance of this Affiliation Agreement (on this and the preceding four (4) pages and the contents of Appendices 1 through 6) as evidenced by the signatures of their respective authorized officers.

SIGNED AND DELIVERED THIS _____ date of _____, 2023

LAUBACH LITERACY NEW BRUNSWICK

Name:

Position:

SIGNED AND DELIVERED THIS _____ date of _____, 2023

[AFFILIATED COUNCIL NAME]

Name:

Position:



APPENDIX 1

(a) Expertise and Services to be made available to LLNB by Affiliated Council

The Affiliated Council will provide the services as required pursuant to the provisions of this Affiliation Agreement;

1. Delivery of adult literacy tutoring to learners using the programs and resources reviewed and approved by LLNB with volunteer tutors who have completed the LLNB designated training.
2. Adherence to, or provision of evidence of working towards, the service delivery quality standards as determined by LLNB.
3. Recruitment and retention of volunteers sufficient to fill the roles and positions required to effectively operate the Affiliated Council including enough tutors to meet the learner needs.
4. Build and maintain community networks for the purpose of recruitment - engaging, enrolling, and retaining learners.
5. Promotion and community advocacy of your program and literacy issues in the locale where the Affiliated Council operates. (Note: The Affiliated Councils will follow LLNB's Media Relations Policy #0009)
6. Provision of learner, tutoring, volunteer data as prescribed by LLNB on a quarterly basis (*for March 31st, June 30, September 30, and December 30*).
7. Attendance at the LLNB Annual General Meeting by voting members as defined in the LLNB Bylaws, in person or virtually.
8. Participation by designated council representatives in planned workshops, education, and engagement events by presented by LLNB.
9. Consistent adherence to standard policies and procedures as defined by LLNB in areas including, but not limited to:
 - learner intake
 - volunteer tutor intake
 - initial learner assessment
 - learner data records and submission
 - confidentiality and privacy
 - volunteer tutor training
 - tutor-learner matching
 - volunteer tutor support
10. The Council will submit to LLNB an annual activities report (Appendix 3), as well as an annual self-audit checklist (Appendix 4).

(b) Expertise and Services to be made available to Affiliated Council by LLNB

LLNB will provide the services as required pursuant to the provisions of this Affiliation Agreement;

1. LLNB will liaise with the province of New Brunswick and provide statistical reports pursuant to securing funding for provincial administration, marketing, and programming.
2. Delivery of adult literacy tutor training to volunteer tutors by LLNB designated trainers.
3. Promotion and advocacy for LLNB and literacy issues at a provincial level.
4. Development of provincial, national, and international networks related to the literacy field.
5. Liaise with and maintain a network of provincial literacy partners.
6. Development and maintenance of standard policies and procedures as defined by LLNB in areas including, but not limited to:
 - learner intake
 - volunteer tutor intake
 - initial learner assessment
 - learner data records and submission
 - confidentiality and privacy
 - volunteer tutor training
 - tutor-learner matching
 - volunteer tutor support
7. Recruitment of staff and volunteers as required to meet the operational needs of the organization.
8. Subject to LLNB Board approval, provide financial support to the Affiliated Council in accordance with criteria as described in Appendix 6.
9. Provide learner and tutor referrals and promotional support to recruit learners and tutors on a provincial level.
10. Provide peer-to-peer support to support Affiliated Council and board recruitment, governance, and development.
11. Plan and present workshops, education, and engagement events for/with the Affiliated Councils.
12. LLNB will complete and provide to Affiliated Councils an annual self-audit checklist (appendix 5).
13. LLNB will complete and present to councils at the Annual General Meeting an annual report of its activities. Thereafter it will be made available on its website.



APPENDIX 2

Notwithstanding LLNB's Policy #0009 Media Relations, LLNB and the Affiliated Councils will be governed by the following principles on communications:

- That LLNB and the Affiliated Councils work collaboratively to communicate the organization's purpose;
- That Affiliated Councils shall not send out communications to other affiliated councils regarding matters concerning LLNB, unless LLNB is included in such communications;
- That LLNB and Affiliated Councils maintain high ethical and professional standards with regards to all communications matters;
- That LLNB and Affiliated Councils respect and protect confidential information;
- That LLNB and Affiliated Councils communicate regularly with stakeholders and the general public;
- That LLNB develop and maintain communications tools and resources (as updated and amended from time to time) to be shared with and followed by the affiliated councils; and
- That LLNB and affiliated councils continue to build and protect a united LLNB brand.



APPENDIX 3

ANNUAL ACTIVITIES REPORT DUE DECEMBER 1st

Please provide a short report that includes the following:

1. Name of Affiliated Council
2. List of Board Members
3. Programs offered (e.g. one-to-one tutoring, conversation circles, cooking to learn, book club, other)
4. Number of Active Tutors
5. Number of New Tutors since April 1st
6. Number of Active Learners
7. Number of New Learners since April 1st
8. Number of Learners on your waitlist
9. Number of matched tutor/learner pairs
10. Number of other volunteers
11. Number of times your board has met over the last year
12. A copy of your latest financial statement/annual budget (using template provided by LLNB)
13. A short summary of what you have done over the last year to improve community engagement and awareness

Please note: LLNB does not provide an annual activities report to its councils in December. Their annual activities report is part of their Annual Report, presented at the Annual General Meeting in June and available thereafter online at readnb.ca.



APPENDIX 4

AFFILIATED COUNCIL: ___ (your name here) ___
ANNUAL SELF-AUDIT CHECKLIST
DUE DECEMBER 1st

Governance & Accountability

- The board meets either in-person or virtually on a regular basis. *(As defined by our bylaws.)*
- The board follows a set of by-laws, which are reviewed regularly.
(Year of last review _____)
- Board sets annual target for the number of learners/tutors.
- The board sets an annual budget.
- The board has established priorities for the year.
- Affiliated Council representatives participates in planned workshops, education and engagement events presented by LLNB throughout the year.
- Affiliated Council representatives attends the LLNB Annual General Meeting either in-person or virtually.
- The Affiliated Council adheres to the standard policies and procedures defined by LLNB as noted in Appendix 1 (a) of the Affiliation Agreement.
- The Affiliated Council ensures that learner and tutor data is update to date, at a minimum on a quarterly basis *(for March 31st, June 30, September 30, and December 30.)*

Learners

- The Affiliated Council has actively encouraged learner recruitment throughout the year.
- Learners are asked to sign the LLNB Consent Form
- Learners are asked to sign the PETL Consent Form
- Learners are assessed using prescribed assessment techniques approved by LLNB.
- Learners have access to a wide variety of resources, approved by LLNB.
- Learners are aware who to contact should they have concerns/complaints.

Training & Tutors

- The Affiliated Council has actively encouraged tutor recruitment throughout the year.
- Tutors have received training from LLNB.
- Tutors are aware of the continuing education options provided by LLNB.
- Tutors are reminded regularly to post the time/details of their tutoring sessions in the tutor portal.
- Tutors are aware who to contact should they have concerns/complaints.
- Tutors are familiar with any policies (Affiliated Council/LLNB) that may affect them.

Community Engagement

- The Affiliated Council has actively promoted the program in their community.
- The Affiliated Council reached out to community partners regularly to remind them of its programs/services.

Special Events and/or Fundraising

- The Affiliated Council holds special events and/or fundraising during the course of the year.
- To ensure that the organization has appropriate insurance coverage, the Affiliated Council has made LLNB aware of any special events and/or fundraising that they have planned. (And it has been done so in a timely manner to ensure that insurance riders may be added if needed.)

Note: Not all special events and/or fundraising events will require additional insurance, but it is important to discuss with LLNB who manages both the liability and Directors and Officer's Insurance for itself and its Affiliated Councils.

On behalf of the board of _____ (council name) _____, I attest that the checklist has been reviewed by the board, and the information is true, accurate and complete to the best of our knowledge.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **POSITION:** _____



APPENDIX 5

**LAUBACH LITERACY NB
ANNUAL SELF-AUDIT CHECKLIST
DUE DECEMBER 1st**

Governance & Accountability

- The board meets either in-person or virtually on a regular basis (*as defined by our bylaws*).
- The board follows a set of by-laws, which are reviewed regularly.
(Year of last review _____)
- Board sets annual target for the number of learners/tutors.
- The board sets an annual budget.
- The board has established priorities for the year.
- LLNB has planned workshops, education, and engagement events for its councils throughout the year.
- LLNB held an Annual General Meeting to which councils could attend either in-person or virtually.
- LLNB provided annual grant allocations to Affiliated Councils through an approved grant request process.
- LLNB provided learner and tutor referrals throughout the year.
- LLNB developed standards, policies and procedures including but not limited to those listed in appendix 1 b) and made them available to all councils.
- LLNB reviewed learner/tutor data as provided by councils on a quarterly basis (*by April 15, July 15, October 15, and January 15.*)
- LLNB has made peer-to-peer support program available from its board to the boards of the Affiliated Councils – in the areas of recruitment, governance, and development.
- LLNB presented an Annual Report with reviewed Financial Statements at its Annual General Meeting, and subsequently posted the documents on its public website.

Learners

- LLNB provided resources to assist Affiliated Councils with learner recruitment throughout the year.
- LLNB conducted a resource order for Affiliated Councils at a minimum twice a year.
- LLNB regularly reviewed new and existing resources and make recommendations and/or approvals.
- LLNB managed any concerns, complaints or compliments that were brought to their attention.
(# incidents this year: ____ complaints ____ concerns ____ compliments)

Training & Tutors

- LLNB provided resources to assist Affiliated Councils with tutor recruitment throughout the year.
- LLNB held regularly scheduled new tutor training workshops throughout the year.
- LLNB provided a variety continuing education/training opportunities throughout the year.
- LLNB regularly reminded Affiliated Councils the importance of keeping tutor/learner data up to date.
- LLNB managed any concerns, complaints or compliments that were brought to their attention.
(# incidents this year: ____ complaints ____ concerns ____ compliments)

Community Engagement

- LLNB provided resources to Affiliated Councils that will assist them in actively promoting the program in their community.
- LLNB promoted/advocated for LLNB and literacy issues at a provincial level.
- LLNB regularly interacted with/promoted the program among its provincial, national, and international networks.
- LLNB communicated regularly with stakeholders (via newsletters, social media, etc.)

Special Events and/or Fundraising

- LLNB holds special events/fundraising events throughout the year.
- For the protection of the organization, LLNB maintains insurance for its own events and those of its Affiliated Councils.

- LLNB maintained liability insurance for the physical premises of all publicly accessed Council premises.
- LLNB maintained Director & Officer's insurance for the board members of all Affiliated Councils, as well as their own.

On behalf of the board of **Laubach Literacy New Brunswick**, I attest that the checklist has been reviewed by the board, and the information is true, accurate and complete to the best of our knowledge.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **POSITION:** _____

APPENDIX 6

LAUBACH LITERACY NB ANNUAL COUNCIL GRANT ALLOCATION CRITERIA

Laubach Literacy New Brunswick actively supports its Affiliated Councils through annual grant allocation program. Grant Applications are made each December, for inclusion in the LLNB budgeting process. Once LLNB has been approved for its government funding, LLNB is able to finalize and provide allocation to each council who applied.

In order to apply, the Affiliated Council must have submitted on December 1st, an annual activities report (as described in Appendix 3) and an annual self-audit checklist (Appendix 4). Your grant request must be received on or before January 10th of each year and should include the following:

1. The name of the project/initiative that the council grant be used towards along with a brief description including:
 - Time Frame
 - Budgeted Amount / Source of Funds
 - Estimated Number of Participants
 - Whether you plan to obtain any additional external funding specific to this project or initiative
 - Explain how this project coincides with our organizational Mission and Values

If there is more than one project/initiative that the funds will be used toward, then please provide the detail request above for each one separately.

2. *If you received an allocation from LLNB in the previous year, please provide a short summary on how those funds were used including:*
 - Date the activity or activities occurred
 - Budget details
 - Number of participants
 - Existing and new partners involved
 - Short explanation re: how this activity aligned with LLNB's mission and vision.

As the amount of grant dollars requested continue to rise, LLNB may not be able to fund in full all grant requests. The board reviews each grant request individually and as compared to one-another. LLNB considers the following when making its decisions re: grant allocations:

- Number of Learners
- Number of Tutors
- Number of Learners waiting to be matched
- Current and upcoming fundraising expectations (for the council)
- Current reserve funds available
- Existing capacity to meet described goals
- Level of community-engagement the council is involved in (as it impacts recruitment)
- Level of engagement with LLNB and the other Affiliated Councils (i.e., participation in planned workshops, education and engagement events presented by LLNB throughout the year.)

An Affiliated Council may receive partial funding if LLNB believes that some component of the request may be supported through another measure (e.g., LLNB staff support), or if there are activities/questions that they believe need to be addressed prior to a full allocation being provided. In both cases, LLNB will endeavour to ensure the council has the funds they need for core operations.