

KENYA HOUSTON COMMUNITY

CHARTER

Part 1: The Foundation of the Organization

The Preamble:

- Upon the realization of our common desire to work together as people sharing common heritage, ideals, goals, kinship, and/or national origin.
- Upon the need that we as a people have learned and continue to learn from past challenging experiences facing our community, and the need for proactive engagement in facing those challenges.
- Upon the acknowledgment and realization that emergencies, including death, will always occur among members of our community, and we as a people are better and stronger together than in isolation;

DO HEREBY FORM: THE KENYA HOUSTON COMMUNITY BENEVOLENCE FUND.

Article 1: Name

The name of the group shall be called the Kenya Houston Community Benevolence Fund, and abbreviated as KHCBF.

Article 2: Objectives

1. To meet and discuss matters affecting the KHCBF community membership, and specifically to build capacity for a benevolent fund for members and their families who are faced with bereavement.
2. To help rally the community at times of bereavement affecting the KHCBF community membership, in consolidating moral and financial support, to face those often challenging times.

Article 3: Membership

1. Anybody residing in the Houston area and its suburbs, or within a radius of 50 miles from Houston City Limits, shall be eligible to be a member.
2. Membership of KHCBF shall be based on family kinship and only those interested in helping the group achieve its aim and willing to abide by the rules of the organization.
3. Membership and support to membership will be strictly defined and limited to the immediate legal relatives who shall explicitly include: spouse, parent, child, and full sibling (brother or sister).
4. The leadership of KHCBF or its management committee, by majority vote, may refuse membership to an applicant, where it is considered such membership would be detrimental to the aims, purposes, or activities of KHCBF.
5. A bona fide member shall be defined as a participant in good standing whose payments or contributions are up-to-date (a member who takes his/her obligation seriously and

contributes at each emergency as it occurs), and is otherwise in good moral standing in the community he lives in.

Section 3.0 Registration

1. Members shall be required to officially register with an initial fee as shall be determined by the leadership team.
2. All members shall be required to provide their complete legal names and other biographic information of their qualified immediate relatives and turn in duly signed and notarized/witnessed forms.
3. Prospective new members after the initial sign in window, may apply for membership to the organization, but shall be subject to a probationary period of two months after the designated enrolment period. During the probationary period, the potential new members shall participate in contributions towards any bona fide claim, but shall not be eligible to file a claim on their own behalf or on any family member as indicated in the application form.

Section 3.1 Termination of Members

1. Any member may resign or relinquish his/her membership, by giving to the secretary of the association written notice to that effect. Such relinquishment shall become effective immediately upon receipt of the notice.
2. The Interim Management Committee or duly elected Board, by resolution passed at a duly convened meeting thereof, may terminate or suspend the membership of any member, if in its opinion his/her conduct is prejudicial to the interests and objectives of the Organization.
3. Any member facing suspension or expulsion shall have the right to be heard by the Interim Management Committee or elected Board before a final decision is made.
4. Any member facing suspension or expulsion shall have a right to appeal any adverse decision to an independent arbitrator appointed by mutual agreement between that member and the Interim Management Committee or elected Board. If there's no agreement, the arbitrator shall be appointed in line with the legal local rules in Texas on appointment of an arbitrator where there's no mutual agreement.
5. A member who brings false claims for benefit, upon investigation and confirmation by the Board or leadership team, shall be subject to immediate termination, and shall be required to refund back the fraudulently acquired money within fourteen (14) days from date of such demand, if any amounts had been disbursed to or on behalf of that member. Failure to comply shall amount to breach of contract, and KHCBF may bring civil proceedings against the member, at that member's cost.
6. A member who is expelled, withdraws their membership, or otherwise loses their membership from KHCBF foregoes/forfeits any and all claims to contributions or payments made to the organization, as of the date of withdrawal.

7. Any member who voluntarily leaves or expelled from the group and seeks re-admission later will be treated as a new member, and shall follow the same guidelines which apply to a new member and which shall exist at that time.

Article 4: Management

KHCBF shall be administered by an interim of five (5) Management Committee members, which within one year of formation, shall transition the leadership to an elected management Board of not less than three (3) members and not more than eleven (11) members elected at the organization's Annual General Meeting. The Interim Committee or Board may appoint an ex-officio member to the Committee or Board, but such appointee shall not have any voting power. A Committee or Board member must be a bona fide member, and at least 18 years old.

The Board shall be comprised as follows:

- a) The Management Committee or Board shall include:
 - The chair person (Mandatory office)
 - The vice chair (Optional office)
 - The treasurer (Mandatory office)
 - The secretary (Mandatory office)
 - Organizing secretary (Optional office)
 - Three (3) coordinators (Optional office)
 - The patron (Optional)
- b) The initial Board shall be voted for an initial term of three years by members in the AGM.
- c) Subsequent elections shall be conducted annually in a staggered manner, with one member among the mandatory office bearers, in sequence of treasurer, secretary, and chairperson, being due for re-election thereafter. This clause shall not apply if any of those officers no longer hold their position in a subsequent Board. There are no limits to the number of times a member can seek to be elected to the Board.
- d) The Board shall meet regularly as may be necessary, but at least once every four months of the calendar year.
- e) Election of the Board shall be by secret ballot or electronic voting. Membership to the Board shall be on a simple majority basis. If there is a tied vote, then the chairperson (or secretary or treasurer in that order in the absence of chairperson) shall have a second vote.
- f) Every member shall have one vote at the AGM and only bona fide members shall be eligible to vote.
- g) The Board may appoint ad-hoc committees, sub-groups and working groups from the Board and/or general membership as deemed necessary to assist with the work of the Board and the organization.

1. Chair Person

1. Shall be responsible in providing leadership to the organization
2. Shall coordinate all board member duties and functions
3. Shall ensure compliance of both board members as well as general membership, with the organization's charter
4. Shall chair board meetings
5. Shall chair the Annual General Meetings
6. Shall establish and confirm agenda for board meetings
7. Shall oversee disbursements of benevolent funds

2. Secretary

1. The secretary shall be responsible for preparing annual reports to the members.
2. The secretary shall be responsible for informing members of any meetings or gatherings of the organization.
3. The secretary shall be responsible for maintaining accurate time keeping and a complete list of members present and absent during any meeting.
4. The secretary shall be responsible for keeping new application forms of new members.
5. The secretary will be responsible for keeping an updated record of all registered members.

3. Treasurer

1. The treasurer shall be responsible in managing the accounts and other assets of the organization.
2. The treasurer shall be responsible in keeping accurate financial records of the organization.
3. The treasurer shall be responsible in preparing quarterly financial reports to the business meetings.
4. The treasurer shall be responsible for releasing a check upon approval of necessary signatories.
5. The treasurer shall be responsible for all of the financial transactions of the organization.
6. The treasurer shall be responsible for collecting membership dues and contributions.
7. The treasurer shall be responsible in availing quarterly bank statements to members upon request.

Article 5: Finance

1. Any money obtained by the organization shall be used only towards the benevolent fund, or towards management of the benevolent fund.
2. Any bank accounts opened shall be in the name of the organization only.
3. The three mandatory officers (Chairperson, Secretary, & Treasurer) shall be signatories to the bank account. The Board may vote another Board Member to be a signatory in the absence of any of the three Mandatory Members.

Article 5.0 Contributions

1. A member's account shall only fall under the expected, current threshold of fourteen (14) days for replenishment.
2. All members shall pay back equally to top up the account to its initial status once money has been given out from the account.
3. Any member failing to top the account once funds are paid out on a claim, or is otherwise not up-to-date shall be subject to disciplinary action and stopped from enjoying full membership privileges and shall otherwise default into probationary status.
4. Members shall be given seven (7) days grace period to comply, and failure to do so will result in a three (3) month probationary period. Probationary conditions, as stipulated in Section 3.3, shall apply.

Section 5.1: Member Benefits

1. Death of a member or relative of a member as defined in the covered member clause shall be the only considered loss.
2. How much shall be distributed in case of any eventuality shall be determined by a set formula as shall be determined by the Board.
3. To remain a bona fide member, one MUST be current financially in the books of record without any outstanding balances.
4. Benefits will be paid on a per loss basis, and not necessarily to each contributing member when there is more than one member of a family who is a bona fide member of KHCBF. In the event there's a reported loss of a named shared relative of one or more members, the relative members shall advise the Board on structuring and forwarding the payouts. Should the relatives fail to advise, the Board shall at its discretion forward the payout to one or all of the relatives who are members of KHCBF.

Section 5.2: Funds and Claims

1. To file a claim, the beneficiary member shall request for assistance channeled through the organization's leaders (chairman, secretary, or treasurer or any Board Member in the absence of the three).
2. Once the claim filed has been confirmed and approved by the leadership committee, all members MUST be informed of the claim by the chairperson or secretary (or their designation) and an e-mail shall be sent to all members about the decision made within 48 hours including the payment schedule.
3. Immediately within 48 hours, each member MUST be told by the chairperson or secretary (or designation) to make follow up contacts to members regarding the approved case, payment timetable, and when or how to collect due funds.

4. Members shall have fourteen (14) calendar days to submit their dues to replenish the account.
5. In a situation where a case is reported and approved while the earlier case is within its 14 day window, the Board must inform the members of its approval, but payments for the latter case may be delayed until the earlier case enters the 15th day to start accepting payments.
6. By the 21st day, members who are not paid-up will automatically WITHOUT NOTICE, enter a no full privilege status as stated on the probationary sections 5.0 part (c) and (d) above.
7. Both the treasurer and the beneficiary confirming the receipt of the funds will sign a payment form which will be given to the secretary for record purposes.
8. The Board may change the payout procedure or amounts from time to time, as may be deemed necessary without the necessity of requiring a constitutional amendment procedure.

Article 6: Meetings

Section 6.0: Board Meetings

1. The Board shall meet at least four (4) times each year.
2. The quorum for a meeting shall be one-third of the members of the group (minimum of two if the Board is comprised of three members).
3. The Board shall be accountable to the members at all times.
4. All meetings shall be accountable to the members at all times.
5. All Board members shall be given at least seven (7) days' notice of a regular meeting unless it is deemed an emergency meeting.
6. Attendance is mandatory and a member who misses three consecutive meetings is liable for penalty that will be determined by Board.

Section 6.1: Annual General Meeting (AGM)

1. The Organization shall have an Annual General Meeting (AGM) in a calendar year, and whose date shall be determined by the Board.
2. The purpose of the meetings will be for the organization to account for its actions and consider the regeneration and development of KHCBF according to the organization's objectives.
3. The chairperson of the organization shall chair these meetings, and in his/her absence a vice-chairperson or any Member of the Board as shall be elected by a majority of the Board for that singular purpose.
4. At least fourteen (14) days' notice of such a meeting must be given and circulated to members.
5. All Board Member meetings, including AGMs, must be documented and available to interested parties.
6. The quorum for an AGM shall be a minimum of one ordinary member in addition to a properly constituted Board.

Section 6.2: Annual General Meeting

a) The business of the AGM shall include:

- a) Receiving a report from the chairperson of the organization's activities over the year.
- b) Receiving a report and presentation of the last financial year's accounts from the Treasurer on the finances of the group.
- c) Electing new Board members as per the election schedule.
- d) To consider any other matter as may be appropriate at such a meeting.

b) Voting at the AGM

- a) Shall be a simple majority of the members present.

Article 7: Amendments to the Constitution

- a) Proposal for amendments to the constitution or dissolution (see section 7.0) must be delivered to the secretary in writing. The secretary, in conjunction with all other Board members, shall then decide on the date of a forum meeting to discuss such proposals.
- b) Any amendments to this constitution must be agreed by at least two thirds of those members present and voting at the AGM or special AGM, and in conformity with Section 6.1(f) above.

Section 7.0: Dissolution

The KHCBD may be wound up at any time if agreed by two-thirds of those members present and voting at the AGM or special AGM, or as may be required by local, state or federal law. Any assets shall be returned to their providers, if they require it, or shall be passed to another group with similar objectives or to the State if none is available.

MEMBER INFORMATION

Applicant's Name _____

Member Residential Address _____

Member Number _____

Member Telephone Number _____

Member e-Mail address _____

Benefits Recipient(s) _____ % _____

_____ % _____

_____ % _____

Parents	Spouse	Siblings	Children
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First Name	Last Name	Relationship	First Name	Last Name	Relationship

 First Middle Last

 Signature of Person Signing Affidavit Date

By _____

(Print name of person who is signing this Affidavit. NOT the notary's name.)

Notary fills out below.

State of _____ County of _____

(Print of state where this Affidavit is notarized) (Print the name of the county where this Affidavit is notarized)

Sworn to and subscribed before me, the undersigned notary, on this date: ___/___/20___ at a.m. /p.m.

Month day year time circle one

 Notary's Signature

Disclaimer:

1. This is not an insurance policy.
2. Participation is voluntary.
3. If death occurs before full payment of the \$_____, (one-time membership contribution) or the full payout replenishment of \$____ by the individual member there will be no benefit accruing.
4. The group reserves the right to reject any application that does not conform to the group vision.