

The purpose of chartering as a NABWIC Chapter is to promote and advance the mission and vision of NABWIC within the Chapter’s community. Chapters are required to conduct all business in accordance with the law and in alignment with the values of NABWIC with the highest integrity.

This Agreement clearly identifies the expectations and obligations of both the Chapter and of NABWIC in this volunteer structure. It is important for Chapters to understand and respect these terms, and must therefore operate in a manner that protects and does not jeopardize the interests and tax status of both the Chapter and NABWIC.

1.0 Use of Name and Logo.

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Chapter is authorized to use NABWIC’s name, acronym, and logo in conjunction with the Chapter’s name. NABWIC will be the sole owner of the NABWIC name, acronym, and logo. The Chapter’s acronym will be determined by NABWIC, and any logo created by or for Chapter as a Chapter-specific logo must be approved by NABWIC.

2.0 Term, Termination, & Dues.

The Term of this Agreement shall commence on the date signed by the NABWIC Chapter Group Leader, will continue for a period of three (3) years with all Chapters on the same charter cycle, and will be automatically renewed for successive three-year (3-year) terms, unless revoked by NABWIC or surrendered by Chapter, pursuant to the terms of this Agreement for revocation and surrender. It is the responsibility

2.1 Probationary Period.

All newly chartered Chapters will begin their 3-year term in a probationary status, effective upon receipt by the National Chapters Department of this signed Chapter Charter Agreement. The probationary period will be for two (2) reporting quarters: (dates to be inserted by National Chapters Department). Upon completion of the probationary period, and provided the Chapter has met all requirements within the specified deadlines, the Chapter will be taken off of probationary status and will be notified of such by the National Chapters Department. From that point forward, the Chapter will be expected to continue to abide by the terms of this Agreement.

If the Chapter does not successfully complete its probationary period, defined as meeting all requirements within the specified deadlines, the Chapter will have proven that it is unable to operate in the manner that is required to be successful or to protect the non-profit and tax-exempt status of NABWIC and will be disbanded. The disbanded Chapter will be allowed to apply for re-charter after 6 months, and would again be required to go through the probationary period.

2.2 Charter Dues.

Charter dues are \$125 for each 3-year period and will be due at the start of the 3-year period, and then on the subsequent 3-year renewal date. Dues may be subject to change in the future. Failure to pay the charter dues on time may result in revocation of the Chapter’s charter.

For Chapters newly chartered, the dues are prorated based on the year within the cycle that the Chapter is chartered. The current Chapter cycle runs from July 1, 2014 through June 30, 2015. Chapters chartered in the first year of the cycle will pay \$125; Chapters chartered in the 2nd year will pay \$85; and Chapters chartered in the 3rd year of the cycle will pay \$45.

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3.0 Chapter Membership & Communication.

3.1 Chapter Membership

The primary Chapter officers, defined as the president, vice president, treasurer, and secretary shall maintain current, active National NABWIC membership. Those primary Chapter officers whose National memberships expire will lose access to the Members Only area of the website, including the Chapter database.

National membership status is displayed in the “NABWIC Status” column of the chapter’s database. It is the Chapter leadership’s responsibility to monitor this information and ensure all officers, as well as chapter members, have current, active national membership status.

Chapter members must be members of National NABWIC. The terms and conditions of membership in NABWIC will be determined exclusively by NABWIC. NABWIC will be the sole owner of the membership list of names, mailing addresses, email addresses, and phone numbers of all members. Chapter will maintain the confidentiality of the member list and will not sell, trade, transmit, or otherwise disseminate the membership list, in whole or in part, to any third party without the express prior written approval of NABWIC. Neither the chapter member list nor the chapter database shall be used to personally benefit any chapter members or officers.

3.2 Chapter Communication

Communication between Chapter and National is vital to the success of the Chapter. The primary Chapter officers:

- Must maintain regular communication with National for the purpose of ensuring the continued success of the Chapter. This includes but is not limited to, responding to email and phone calls in a timely manner, and contacting National via email or phone to discuss Chapter needs or questions.

- Must maintain a current primary email address in their member profile so that they receive email communications from the National. Please note that if a work email address is utilized as a primary email address, there is potential for it to be blocked by your organization’s spam filter. Therefore, it is recommended that a non-work email address be used for each officer’s primary email address.

4.0 Obligations of Chapter.

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NABWIC operates on a Fiscal Year (FY) of October through September. For compliance with reporting requirements, it is highly recommended that Chapters follow the same Fiscal Year.

It is important that Chapter financial reporting is submitted in a timely manner using the online reporting forms, which provide an immediate confirmation number and confirming email with a copy of your submission, and allows NABWIC to comply with government reporting requirements. **It is the responsibility of the full Chapter board** to regularly check their Chapter’s Membership grid of the Chapter Officers Home Page of the website to ensure the Chapter is in full compliance at all times. Contractual agreements in which the Chapter intends to enter into must be submitted to NABWIC to review and approve so that NABWIC can ensure the Chapter/NABWIC are legally protected,

A summary of Chapter’s obligations under this Agreement follows. Please refer to the Chapter

4.1 Good Standing.

Chapter must maintain “Good Standing” status as identified by the following requirements. Chapters not in compliance with the Good Standing requirements may have their Charter revoked and be disbanded.

4.1.1 Chapter will agree to abide by this Charter Agreement as evidenced by the Chapter President’s and Treasurer’s signatures on the signature page of this Agreement.

4.1.2 The outgoing Chapter officers will review this Charter Agreement with the incoming officers during their annual officer transition.

4.1.3 Chapter will submit all financial reports online by the specified deadlines:

Financials	Due Date
1 st Quarter (July-September)	November 15 th
2 nd Quarter (October-December)	February 15 th
3 rd Quarter (January-March)	May 15 th
4 th Quarter (April-June)	August 15 th

Chapter must include all of the following items in each quarterly report:

- Bank statements for the 3 month reporting period;
- Cash receipts records for the 3 month reporting period;
- Cash disbursement records for the 3 month reporting period;
- Bank reconciliation records for the 3 month reporting period

Chapter will submit the following annual items by the specified deadlines:

Annual Items	Due Date
Non-Employee Compensation & W9 Forms	January 15 th
Chapter Officer List – enter in the chapter database	February 15 th
Check Signer Form	August 15 th
Chapter Audit Form	August 15 th

4.1.4 Chapters habitually late submitting their reporting requirements may be disbanded at the discretion of the National Chapters Department. Extenuating circumstances, such as natural disasters, will be taken into consideration when making a final determination on disbandment.

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4.2 Contracts and Grants.

Chapter must submit to NABWIC for review and approval the following agreements in which the Chapter intends to enter. These contracts must be approved by National prior to the Chapter signing the contracts. Just as two signers are required for signing checks, **two signers are also required on all contracts** to which the Chapter commits. **Those two contract signers are the Chapter President, and Chapter Treasurer or the appropriate Chairperson.** The Chapter must be listed on contracts as “the X Chapter of the National Association of Black Women In Construction, Inc. (chapter acronym-NABWIC).”

- Grants – all contracts
- Exhibits / Vendor – all contracts
- Support Agreements – all contracts
- Hotel/Facility – all contracts with a financial obligation greater than \$5,000
- Speakers – all contracts with a financial obligation greater than \$1,000
- Co-sponsored programs – submit all agreements to National. National recommends a "letter of agreement" among chapters collaborating on programs and special projects that outline each chapter's responsibilities and commitments along with a performance timeline.
- Letters of Agreement – all contracts. Chapters should have at least a Letter of Agreement when working with other parties, even if no monies are involved.
- Any other contract or lease, including property or equipment leases – submit all other types of contracts or leases.

- Any financial commitments, regardless of the amount, which obligate the chapter for longer than 1 year.

The contract review process may take up to ten (10) business days.

4.3 Chapter Financial Report.

The annual Chapter Audit is important to ensure the Chapter is operating in a fiscally responsible and legal manner. The Chapter Board will ensure an annual financial review of the Chapter’s finances is conducted and the Chapter Annual Form is submitted online by August 15th each year to NABWIC.

4.4 Chapter Records.

Chapter shall send to NABWIC copies of appropriate records pertaining to the Chapter’s programs, activities, and operations as requested by NABWIC, and will retain for three (3) years all of the following records related to its operations:

- Business Records:
- Meeting minutes from all Committee Meetings
- Meeting minutes from all Chapter Board Meetings
- Membership Records
- Financial Records:
- Bank Statements
- Cash Receipts Records
- Cash Disbursement Records
- Bank Reconciliation Statements
- Quarterly Financial Reports
- Educational Records:
- Educational records must be kept for four (4) years.

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Electronic saving of records is allowed as long as Chapter has a back-up copy of the electronic records, the records are not stored on the same computer or flash drive, all Chapter leaders know where the records are stored, and this information is documented in the Chapter’s meeting minutes.

4.5 Tax-Exempt Status.

Applicable only to Chapters falling under NABWIC’s non-profit tax-exempt status as granted under section 501(c)(3) of the Internal Revenue Code, Federal Tax ID #_____. Chapter agrees to abide by the Chapter Governance Manual pertaining to the tax-exempt status.

5.0 Chapter Support from National NABWIC.

The Chapter will receive the following support and benefits from National NABWIC. With proper notification NABWIC may change support if it deems it is in the best interest of Chapter.

5.1 Consultation.

NABWIC will make available consultation and advisory support to the Chapter to foster its success.

5.2 Chapter Website & Email Address.

Chapter will utilize the complimentary email address and website hosted by NABWIC. The Chapter must provide NABWIC Marketing with documents for inclusion on website. NABWIC may, at its discretion, add pertinent information at any time.

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5.3 Chapter Database.

NABWIC will provide Chapter leaders with access to their Chapter database for tracking of membership and Chapter officers.

5.4 Written Resources.

NABWIC will make available to Chapter written resources that will guide the Chapter in its governance and management, including but not limited to, Chapter management resources, position descriptions for elected Chapter board members, sample strategic plans, etc.

5.5 Free Event Promotion.

NABWIC will provide Chapter with free event promotion of the Chapter's choosing on the NABWIC website on a space-available basis.

5.6 Free Product Resources.

NABWIC will make available to Chapter free product resources for the Chapter to promote NABWIC membership, certification and other key initiatives.

6.0 Revocation / Disbandment or Surrender of Charter / Re-Charter.

This Charter will remain in effect unless it is revoked by NABWIC or surrendered by Chapter. NABWIC has the authority to revoke the Charter of Chapter if the Chapter is in breach of any provision of this Agreement. In this event, the following will apply:

6.1 Revocation/Disbandment

- Any decision by NABWIC to revoke/disband Chapter's Charter will be initiated by sending email notification to all Chapter leaders of record, specifying the grounds upon which the revocation is based. NABWIC shall provide Chapter

with twenty-one (21) days from the date of such notice to satisfactorily resolve the issue(s).

- In the event that NABWIC determines that Chapter has not satisfactorily resolved the issue(s), NABWIC will so notify Chapter via email and will implement the disbandment process.
- All Chapter financial obligations must be satisfied prior to the disbandment of the Chapter.
- All remaining monies in the Chapter's accounts are the property of, and will be surrendered to, NABWIC prior to the disbandment. Chapter shall surrender funds to the NABWIC general operating fund.
- In some cases, disbanded Chapters are able to regroup and re-charter after a period of time. In the event that the disbanded Chapter applies for re-charter within 6 months of disbandment, and upon successful completion of the probationary period, Chapter can be reinstated.

6.2 Surrender of Charter

- Chapter may surrender its Charter by delivering to NABWIC's Executive Board written notice of its intention to do so no less than thirty (30) days prior to the effective date of such surrender. Written notice may be sent to NABWIC P.O. BOX 173967 Hialeah, FL 33017-3967.
- All Chapter financial obligations must be satisfied prior to the surrender of Charter by the Chapter.
- All remaining monies in the Chapter's accounts are the property of, and will be surrendered to, NABWIC prior to the disbandment. Chapter funds shall go to NABWIC general operating fund.
- The Chapter will send written or electronic communication to all current Chapter members to notify them that the Chapter is being disbanded, and will cc: Membership@nabwic.org.
- All Chapter financial obligations must be satisfied prior to the surrender of Charter by the Chapter.
- All remaining monies in the Chapter's accounts are the property of, and will be surrendered to, NABWIC prior to the disbandment. The surrendered funds shall remain in the NABWIC general operating fund.
- The Chapter will send written or electronic communication to all current Chapter members to notify them that the Chapter is being disbanded, and will cc: Membership@nabwic.org.

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6.3 Re-Charter of Chapter

Disbanded Chapters interested in re-instatement may apply for re-charter under the following conditions:

- a. All terms under the Revocation/Disbandment or Surrender of Charter have been completed.
- b. The Chapter must agree to and abide by the terms and conditions of the Chapter Re-Charter Agreement.
- c. Chapters that apply for re-charter 1 year from the date of the Chapter disbandment and successfully complete their probationary period would:
 - utilize the same Chapter name that it had at the time of disbandment;
 - be on the same dues cycle that was in effect at the time of disbandment, and the dues paid at the beginning of that cycle would be re-instated (no additional charter dues would be due); and,
 - be required to abide by the terms and conditions of the original Chapter Charter Agreement that was signed by the (then) Chapter president and treasurer.
- d. Chapters that apply for re-charter > 1 year from the date of the Chapter disbandment and successfully complete their probationary period would:
 - be required to sign a new Chapter Charter Agreement; and,
 - be required to submit Chapter dues for the full 3-year cycle period.

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CHAPTER CHARTER AGREEMENT

The Chapter officers have read and agree their Chapter will abide by this Agreement.

_____ (Chapter Name)

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: Chapter President

Title: Chapter Treasurer

Date: _____

Date: _____

President's Email: _____

Treasurer's Email: _____

NABWIC National Membership #: _____

NABWIC National Membership #: _____