

MERU DIASPORA RISING GWITETHIA CONSTITUTION AND BY-LAWS

1. NAME

The corporation shall be called **Meru Diaspora Rising Gwitethia**

2. VISION

We envision building a community grounded in LOVE and EMPOWERMENT. This becomes a reality by embodying COMPASSION, HONESTY, INTEGRITY, PERSONAL and COLLECTIVE RESPONSIBILITY, and working in a virtuous COOPERATION and COLLABORATION with one another for our greater good and that of our families. This Vision embraces the unique value of staying connected as MERU'S and our families in the Diaspora and Kenya.

3. MISSION

The mission of the organization is to actively facilitate and unite Ameru in Diaspora to Support one another, and to be of help to themselves by helping others to achieve what an individual cannot. Provide emotional, social, spiritual, financial uplifting among Members and their families.

4. ORGANIZATION MOTTO: "TOGETHER WE RISE GWITETHIA"

5. OBJECTIVES

a) As a mutual organization, we shall raise funds from among Members to support the funeral financial needs of a fellow bereaved Member in definite circumstances, namely: ONLY in the death of a MEMBER or a MEMBER's relatives as declared on the Beneficiary Form at the time of the MEMBER's registration in this organization. Up to ten relatives will be eligible and plus a member, totaling eleven people. The organization shall compensate for only one death incident regardless of the number of relatives who are members of the organization. Therefore, in the case where there are multiple members of the organization from one family, the members are advised to distribute eligible relatives in the beneficiary form accordingly.

b) Bring Members together to interact, network, socialize and promote the essence of our unique Ameru cultural heritage.

c) Give our children (in the Diaspora) a framework for establishing and maintaining their cultural identity. This also includes adopting any (other) developmental opportunities engendered for educational and professional excellence.

d) Empower members financially and economically by providing a networking platform.

Written by Rev. Mary Miriti-Jackson, Rev. Kaburu Njagi and Dr. Mugambi Karere

6. JURISDICTION

The organization shall cover its constituent Members living in the United States, Jamaica, and Canada. Members who might relocate back to Kenya or elsewhere shall continue to belong to the organization if they shall remain compliant as herein or elsewhere stipulated in this constitution.

7. REGISTERED OFFICE

The registered office of the organization shall be in Texas, United States of America.

8. MEMBERSHIP

- a. Full Membership shall be open to anyone of Meru descent or a spouse of a Meru decedent.
- b. Membership shall be voluntary, continuous, and non-expiring upon meeting obligations, as established.
- c. For the purposes of avoidance of any ambiguity, in this organization, ONE individual shall make for ONE Member.
- d. All Members MUST submit, via email, signed and notarized copies of the organization by-laws, the Beneficiary Form, and any other required document before being eligible for organization benefits. A Member must be residing in the U.S.A, Jamaica, and Canada by the time of initial registration and must be 18 years and above.
- e. The deadline for enrollment and initial payments for founder members shall be August 31st, 2021. The effective date for compensation shall start on September 1st, 2021.
- f. A founder member shall:
 - I. Pay annual membership fee of \$50 to cover remaining months of year 2021 and the year 2022. The founder members shall renew their membership in January 1st 2023.
 - II. Pay a one- time benevolent contribution of \$200.
 - III. Replenish the benevolent account within 14 days whenever a payment towards death incident has occurred
 - IV. Renew his/her membership in January every year except as stated in (i).

9. ADMISSION OF NEW MEMBERS

- I. Admission of new Members shall occur once a year (in the month of September) and there shall be 90 days maturity period before they can benefit from the organization. There will be \$35.00 Application fee, nonrefundable \$50.00 membership fee, and \$200.00 benevolent contribution. January 1st of every year will be the maturity date for new members in good standing.
- II. A Member must be residing in the U.S.A, Jamaica, and Canada by the time of initial registration and must be 18 years and above.

10. MEMBERSHIP BENEFITS

A. BENEFITS TO A MEMBER.

i) DEATH OF ELIGIBLE PERSON(S)

- (a) If a member of the organization happens to die, all the existing Members shall support the beneficiaries (next of kin) that appear in current records with **\$ 10,000**.
- (b) If eligible relative(s) of a member in good standing happens to die, all the existing members shall support the member with **\$3,000** per incident.
- (c) Organization benefits shall not be interpreted and/or calculated as a source of enrichment to the Members, their relatives, or dependents. Instead, these benefits are to be used as a token of consolation, comfort to at least, alleviate any financial stress during the grieving process or air ticket to Kenya and back. In this regard, therefore, all Bereavement shall be **MANDATORILY VALIDATED**.

B. MEMBER OBLIGATIONS

- (i) All Members shall provide their official names, current emails, and phone numbers to the organization Secretary and copied to chapter representatives for official use and communication purposes. The documents and the information shall be delivered electronically.
- (ii) All contributions shall be payable **DIRECTLY** to the organization's bank account. The member shall send evidence of payment to Treasurer and chapter representative
- (iii) In case of death of eligible person(s), the same must be communicated to the Chairperson electronically and copied to the Secretary, Treasurer, and chapter representative.
- (iv) Upon receipt of the documents, the treasurer shall write a check for dollar amount specified in Section 10 A.
- (v) **The check amount shall be the balance after deduction of replenishment amount.**
- (vi) The check must be signed by two officials.
- (vii) The check must be sent or given to the member or the beneficiaries not later than three days after documents supporting death incidence have been verified.
- (viii) A member will sign a document provided by the Treasurer when receiving money as prove of receipt the money and commitment that he/she will continue as a member by

making required contribution.

- (ix) To remain an active Member of the organization, 100% participation/contribution MUST be maintained always. i.e., annual membership fee (\$50), benevolent contribution (\$200), and any outstanding amount for account replenishment.
- (x) It shall be the Member's responsibility to update the Beneficiary Form. The beneficiary Form shall be a binding and non-fungible record. If this Beneficiary Form is not properly completed and submitted, benefits may be forfeited.
- (xi) Each Member MUST designate at least one beneficiary who shall collect his/her benefits in the event of his/her demise.
- (xii) Whenever any claim is in doubt, it shall be the Member's responsibility to provide all necessary documentation and prove to the organization before compensation for the death incident.
- (xiii) Before compensation for death incident outside the US, Jamaica, and Canada, **two** of the following must be submitted to the executive officials as prove of the death.
 - a) Letter from the area chief
 - b) Letter from the morgue where the body is preserved
 - c) Burial permit
 - d) Death certificate
 - e) Death advertisement in the Kenya Nation Newspaper or Kenya Standard Newspaper
 - f) Any other acceptable document approved by executive officials.
- (xiv) **Claim documents shall be verified by the leadership before compensation is paid. The authenticity of the documents shall be verified by executives by calling the authorized persons and/or the institution that provided the document. In addition, if need be documents may be verified by an appointed law enforcement officer in Kenya.**

C. CESSATION OF MEMBERSHIP

One shall cease to be a Member of the organization together with his/her beneficiaries due to one or a combination of the following factors:

- i) Failure to pay benevolent contributions and membership fees and any outstanding money for account replenishment as determined by the organization.
- ii) Voluntary resignation.
- iii) Expulsion for gross misconduct as determined by the organization leadership.
- iv) Upon death.

D. MEMBERS WITHDRAWAL

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(i) A Member can voluntarily withdraw from the organization at any time except when a Member has benefited from the organization and has not celebrated three (3) year anniversary after receiving the latest benefits from the organization. In case a member has benefited, the said Member shall be LEGALLY required to reimburse any benefits received from the organization.

- ii) Without any exception, any Member who fails to remit his/her annual membership fees and benevolent dues as per the by-laws shall automatically be removed from the organization upon expiration of the remittance deadline, which is fourteen (14) days following a notice of replenishment. On case by case basis the executives may consider hardships that may genuinely contribute to incompliance by a member and grant an extension of additional 14 days. For such an extension to be granted a member must do the following after expiration of the first 14 days deadline: 1) communicate to the executives stating the kind of hardship experienced, and 2) agree to pay the dues plus a fine of \$1 per day for a maximum of 14 days of incompliance. A member who shall not have paid the dues plus fines by end of the extension period shall be considered to have voluntarily withdrawn from the organization.
- iii) A member who voluntarily withdraws from the organization or ceases to be a member for the reasons outlined in article 10 Section C, shall be refunded \$200 paid for benevolence except where a member has an outstanding balance not paid to the organization. In that case, the refund, if any, shall be less the outstanding amount.
- iv) Any Member who voluntarily withdraws from the organization may be readmitted to the organization after twelve (12) consecutive months away from the organization and with a \$300.00 re-admission fee plus any outstanding balance payable to the organization.

11. CODE OF CONDUCT

Every Member of the organization shall:

- a) Abide by all provisions of these by-laws.
- b) The social network group shall be used for official and intended purposes ONLY.
- c) Members SHALL NOT POST or FORWARD any messages from NON-MEMBERS on the forum.
- d) Due to the enormity of the task to mobilize Members, ALL condolences messages shall be sent directly to the Bereaved Member(s) and NOT on the organization WhatsApp forum.
- e) The forum shall not serve as a marketing or soliciting platform, under any circumstances.
- f) Posting of any other information, material or otherwise, shall be grounds for immediate dismissal from the Organization (with penalty, where appropriate). For example, if a Member

shall choose to shamelessly violate this requirement as a mere basis of seeking to be expelled from the organization, especially after being a beneficiary of the organization efforts, the said Member shall be LEGALLY required to reimburse any benefits received theretofore.

- g) Except as provided (above), any Member may voluntarily terminate his or her Membership except when a Member has been [previously] supported as shown in **10 D above**.
- h) Members shall be legally held responsible for making false or fraudulent claims and shall risk disciplinary action including EXCLUSION from the organization as well as legal prosecution.
- i) Once a Member shall be expelled, he/she shall be FOREVER ineligible for readmission.

12. MANAGEMENT AND ADMINISTRATION

a) Structure of the organization

- i) The organization is owned by members who elect a management committee for day to day running of the organization.
- ii) The Management Committee shall consist of **six** members herein referred to as executive officials (Chairperson, Vice-Chairperson, Secretary, Vice-Secretary, Treasurer and **Vice Treasurer**), departmental leaders and the State chapter representatives.
- iii) The term of the committee members shall be four years, with a two consecutive term limit. An official can run for office again after being out of office for one term (4 years). For the purposes of smooth running of the management committee and continuity, election of new committee members will be staggered.

b) Resignation of a management committee

- i. A committee member may voluntarily resign from the management. A committee member willing to resign shall formally communicate to the chairperson, giving the reasons for resignation and a notice of 14 days. Upon receipt of the notice, the chairperson or the vice chairperson if the chairperson is not available, shall call an extra ordinary meeting for the members to elect a new committee member. Management committee shall form an election committee to oversee the election of a new committee member.
- ii. Within 14 days of the said notice, the member resigning shall hand over all documents and any other information pertinent to the organization to the Chairperson, or to the Secretary or Treasurer in case of resignation from a vice position.

c) Ad-hoc committees

The executives may from time to time appoint an ad-hoc committee with a specific mandate and duration, including but limited to the following: Election committee, Event committee, and Member disciplinary committee

d) Financial accounting

- I. All financial expenses must be accompanied by an invoice and or receipts for accounting purposes.
- II. Organization accounts shall be audited/reviewed annually by a qualified and board –approved professional.
- III. The organization shall comply with tax laws.
- IV. The audited accounts shall be presented to members at the General Annual Meeting by the Treasurer
- V. Financial year: This will run from the first day of January to last day of December

13. WEB SITE, ZOOM, E-MAIL, FACEBOOK AND WHATSAPP

- i) For ease of communication, the organization shall establish and maintain a website as a utility for the organization. The website shall be operated strictly in accordance with the rules set forth, which may be reviewed by the organization Administrators or whomever they may designate from time to time.
- ii) All Member information will be safely secured; any Member found or reported to have contravened the privacy of others shall be EXPELLED with all benefits thus forfeited.
- iii) All Member information is private, confidential, and privileged. It shall be treated as such. Forwarding and or sharing these information or parts of the information to non-Members and/or third parties is grounds for immediate EXPULSION from the organization and or prosecution.

14. AMENDMENTS

The organization reserves the right to change, amend, alter, add, or delete any of these rules for any, known, unknown, determined, or unforeseen concerns. The amendments must be approved by two-thirds of the members in good standing. However, any such amendment shall not impair, or prejudice the effectiveness of the group.

15. MEETINGS

- a) General Annual meetings (AGM): AGM shall be held once a year at an agreed place and time.
- b) Quarterly meetings: Quarterly meetings shall be held online.
- c) Extraordinarily meetings: An extraordinarily meeting may be held online upon request by a member or an executive member. The request must be submitted to the Secretary indicating the purpose of the meeting. Upon approval by the executive, the time of the meeting shall be communicated to members within 7 days and the meeting shall be held within 14 days after the request of the meeting.

- d) Voting: One member shall hold one vote.
- e) Quorum: A total of twenty (20) members in good standing will form a quorum whether attending virtually or physically.
- f) Passage of an agenda: At least 51% of the votes of the members in attendance, including official proxies shall be required to pass an agenda. An official proxy of an absent member shall be communicated electronically to the Secretary.

16. DISPOSAL OF RESIDUAL ASSETS ON WINDING UP OR DISSOLUTION OF THE ORGANIZATION

All the residual resources shall be distributed to the members in good standing equally.

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**MEMBERSHIP REGISTRATION TO MERU DIASPORA RISING GWITETHIA LLC
ATTESTATION AND SIGNATURES**

I, ----- *Member Name*), of -----
----- (Your Address), Telephone No. ----- on this
----- (Date), do acknowledge that I have received, read, and understand all The Meru
Diaspora Rising Gwitethia LLC Bylaws and without reservation or prejudice agreed to adhere to all
of them unreservedly. I acknowledge that I am **18 years old and above** and qualified to sign this
contract.

I, ----- a Notary Public, do hereby certify that on this ----- day of -----
-----, 20 -----, the person above, appeared before me in person, known to me to be the person
whose name is subscribed to the foregoing contract and is over 18 years of age.
He / she appeared before me swore and acknowledged to me that he / she executed the same
for the purpose and in the capacity therein expressed, and that the statements contained therein
are true and correct.

Member's Signature: -----

Notary Public, State of: -----

Notary Signature: -----

Notary License Number: -----

My Commission Expires: -----



Meru Diaspora Rising Gwitethia Benevolent Fund

MEMBER INFORMATION

First Name: _____Middle Name _____Last Name _____

Permanent Address _____

City _____ State ____ Zip _____

Phone Number: _____ Email Address: _____

**BENEFICIARY INFO: Please print clearly the full names,
relationship and where they live.**

Names	Relationship to a Member	Where he/she lives in Kenya/ US
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Next Of Kin incase a member happens to pass

I _____a principal member of Meru Diaspora Rising Gwitethia group,
do appoint _____ Relationship _____address _____
_____phone number _____as my Next of kin.
The above-named person will receive the \$ 10,000.00 on behave of the family to help with funeral
expenses.

Commitment

I agree to pay a non-refundable registration fee of \$50. I further agree that I will replenish contribution within 14 business days after being notified of the death of an individual covered by the MDRG Benevolent Fund. I further affirm that I understand that this Benevolent Fund covers ONLY members listed on this application and sign it voluntarily.

Member's Signature: -----

Notary Public, State of: -----

Notary Signature: -----

Notary License Number: -----

My Commission Expires: -----



**CashApp/Zelle/Checks/Money order
payable to:
Meru Diaspora Rising Gwitethia Group
239 Airlene Lane, Texas 75087**

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