

THIS CHARTER AGREEMENT (the “Agreement”), is made on \_\_\_\_\_ (“Effective Date”), between the Black Nurses Rock Foundation (“BNRF”), and the \_\_\_\_\_ (“Chapter”), an affiliate of BNRF. Chapters are governed by the BNRF Bylaws, Chapter Charter Agreement, and the Chapter Governance Manual.

THE PURPOSE of chartering as a BNRF chapter is to promote and advance the mission and vision of BNRF within the chapter’s community. Chapters are required to conduct all business in accordance with the law, in alignment with the values of BNRF, and with the highest integrity. This Agreement clearly identifies the expectations and obligations of both the chapter and of BNRF in this volunteer structure and supersedes and/all previous Chapter Charter Agreements. It is important for the chapter to understand and respect these terms since chapters are not independently incorporated, but are organized under BNRF’s incorporation and Federal tax identification status, and must therefore operate in a manner that protects and does not jeopardize the interests and tax status of both the chapter and BNRF, as national Black Nurses Rock is ultimately liable for all chapters.

### 1.1 Use of Name and Logo.

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

### 1.2 Chapter Name

Before submitting this Chapter Charter Agreement, please contact the BNRF National Office to determine whether the name chosen is available.

### 1.3 Annual Theme Artwork

Each year, BNRF makes available to chapters the annual theme artwork to integrate into professional activities. Chapters **must abide** by the guidelines for using the theme art that are available annually on the website. Please use the art to make the theme visible, within the following limitations:

- Use theme art on printed material such as newsletters, flyers, posters, signs, handouts and announcements.
- Use PowerPoint templates for internal presentations and ones that promote the chapter/institution’s meetings and events.
- The theme artwork may not be modified or altered in any way.
- Elements from the art may not be used individually.
- BNRF, its chapters and other members of the BNRF community may not re-sell the theme art for any use by a third-party.
- The theme artwork may not be used on any products that the chapter intends to sell.

### 2.1 Term, Termination, & Dues.

The Term of this Agreement shall commence on the date signed by the BNRF National Office and will continue for a one-year (1 year) probationary period, and will be automatically renewed for successive three-year (3-year) terms, unless revoked by BNRF or surrendered by the chapter, pursuant to the terms of this Agreement.

### 2.2 Probationary Period.

A newly chartered chapter begins with a probationary status, effective upon the “Effective Date” this agreement was signed by the BNRF National Office for the period of one-year (1 year).

Upon successful completion of the probation requirements, the chapter will be taken off probationary status and notified of such by the BNRF National Office. 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 be deemed unable to operate in the manner that is required to be successful or to

protect the non-profit and tax-exempt status of BNRF 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.

Chapter agrees to have a minimum of **three** community related activities during probationary period. (Could be 1 per quarter).

### **2.3 Charter Dues.**

BNRF National Charter dues are **\$150 for each year** and will be due on April 15<sup>th</sup> every year. 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. These charter dues should be paid online through the accounting software provided on the BNRF website or by calling the BNRF National Office. The BNRF National Office will also send email reminders with a link to pay charter dues at least 60 days in advance of the deadline.

### **3.1 Chapter Membership & Communication.**

#### **3.2 Chapter Membership**

The primary chapter officers, defined as the president, vice-president, treasurer, treasurer-elect (if applicable to the chapter), and secretary shall maintain current, active national BNRF membership. Those primary chapter officers whose national memberships expire will lose access to the online membership portal and online chapter documents. Please note that a treasurer-elect is a strongly recommended position, as noted in the Chapter Governance Manual. Many chapters have treasurer-elects, and for those that do, the treasurer-elect will be considered one of the primary chapter officers.

It is the chapter leadership's responsibility to monitor and ensure that all chapter officers and chapter members maintain a paid, active national membership status. Membership records can be accessed through the online membership portal or requested by contacting the BNRF National Office.

Chapter members must be members of national BNR. The terms and conditions of membership in BNRF will be determined exclusively by BNR. BNRF will be the sole owner of the membership list of names, mailing addresses, email addresses, and phone numbers of all members. The 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 BNR. Neither the chapter member list nor any chapter contact information shall be used to personally benefit any chapter members or officers.

#### **3.3 Chapter Communication**

Communication among the chapter, Chapter Advisor, and the BNRF National Office is vital to the success of the chapter. The primary chapter officers:

- Must maintain regular communication with the Chapter Advisor 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 the Chapter Advisor by email or phone to discuss chapter needs or questions. Chapter must also maintain regular communication with the BNRF National Office as requested.
- Must maintain a current primary email address in their national member profile so that they receive email communications from the BNRF National Office and their Chapter Advisor. 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.
- Chapter officers agree to have a minimum of **three** membership meetings to keep members engaged and updated.

**4.1 Obligations of Chapter.**

BNRF operates on a fiscal year (FY) of July through December. For compliance with reporting requirements, it is highly recommended that chapters follow the same fiscal year.

It is important that the chapter financial reports are submitted by the required deadlines. Active chapters are required to purchase through a discounted price and must use the APLOS online accounting software provided by the B NRF Website to submit the financial reports.

Doing so provides the chapter with an immediate confirmation and confirming email with a copy of the submission, allows BNRF to trace reports if lost, and allows for faster processing so that national BNRF can meet its reporting deadlines to the government.

A summary of chapter’s obligations under this Agreement follows. Please refer to the Chapter Governance Manual for complete details.

**4.2 Good Standing.**

Chapters must maintain a “Good Standing” status as identified by the following requirements. Any chapter not in compliance with the Good Standing requirements may have its Charter revoked and be disbanded by the B NRF National Board of Directors.

**4.2.1** The chapter will agree to abide by this Charter Agreement as evidenced by all the chapter leaders’ signatures on the last page of this Agreement.

**4.2.2** The outgoing chapter officers will review this Charter Agreement with the incoming officers during their annual officer transition.

**4.2.3** The chapter will submit all financial reports online by the specified deadlines:

<b>Financials</b>	<b>Due Date</b>
End-Year Financial Report (Jan-Dec of previous year)	March 1st
Submit National Charter Dues	April 1st
APLOS accounting software payment	April 1st
Chapter Audit Form (for previous fiscal year)	August 15 <sup>th</sup>
Mid-Year Financial Report (January - June)	September 1st
Proposed Budget for Upcoming Year	November 1st

Each financial report must include **all of the following items**:

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

**4.2.4** The chapter will submit the following annual items to the B NRF National Office by the specified deadlines:

<b>Annual Items</b>	<b>Due Date</b>
Updated Chapter Officer Roster	February 15 <sup>th</sup>
Updated Chapter Membership Roster	February 15 <sup>th</sup>
Chapter Contact Form	February 15 <sup>th</sup>
Filing of Articles of Incorporation	March 15 <sup>th</sup>
Filing of the 990E Card	May 15 <sup>th</sup>
Filing of State and Local Taxes	May 15th

**Chapters that are habitually late submitting the reporting requirements may be disbanded at the discretion of the B NRF**

**National Board of Directors.** Extenuating circumstances, such as natural disasters, will be taken into consideration when making a final determination on disbandment.

### 4.3 Contracts and Grants.

BNRF chapters are obligated to protect the chapter and BNRF by ensuring there are written agreements with speakers, vendors, facilities, etc., when hosting an event. As noted at the beginning of this Agreement, chapters are part of BNRF and are not required to be independently incorporated. Thus, national BNRF is ultimately liable for all chapter contractual obligations.

**Therefore, before signing any agreement, it must be reviewed and approved by the BNRF Chapter Department** according to the Chapter Contract & Grant Policy on the Chapter Contracts page of the BNRF website. **Failure to submit contracts for approval may result in the chapter's disbandment.**

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 Black Nurses Rock (chapter acronym-BNR)."'

If a speaker or company does not have its own contract, sample contracts are available that can be modified based on chapter negotiations on the BNRF Website. The following contracts must be submitted for review and approval before signing:

- Catering agreements: most caterers have their own agreements.
- Co-sponsored programs:
  - A "letter of agreement" is required for chapters collaborating on programs and special projects that outline each chapter's responsibilities and commitments.
- Exhibitor / Vendor Agreements
- Grants
- Hotel/Facility: all contracts with a financial obligation greater than \$5,000
  - BNRF National Board of Directors is available to review hotel/facility agreements of **any** amount if the chapter is unsure.
- Letters of Agreement:
  - Chapters should have at least a letter of agreement when working with other parties, even if no monies are involved.
- Partnership Agreements
- Regional Meeting Agreements
- Speakers: all contracts with a financial obligation greater than \$1,000
  - If a speaker or company does not have its own contract, sample contracts are available below that can be modified based on the negotiations.
- Support Agreements (formerly known as Sponsor Agreements)
- Temporary Employment Agency Agreements: agencies will have their own agreements.
- Any other contract or lease, including property or equipment 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**. If the contract does not need to be reviewed by national, it is recommended that the chapter conduct its own review, using the Chapter Contracts & Grants Policy located on the BNRF website.

### 4.4 Chapter Audit.

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 Audit Form is submitted online by **August 15<sup>th</sup> each year** to BNRF National Office.

### 4.5 Chapter Records.

The chapter shall send BNRF copies of appropriate records pertaining to the chapter's programs, activities, and operations as requested by BNRF, and will retain for three (3) years all of the following records related to its operations, except where noted below:

- 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** when BNRF CEs and/or Contact Hours are provided to participants.
  - For events where BNRF CEs and/or Contact Hours are not provided, educational records must be saved for **three (3) years**.

Electronic saving of records is allowed, including utilizing cloud storage, provided the chapter has a back-up copy of the electronic records, the back-up copy is not stored on the same computer or flash drive, all chapter leaders know where the records are stored, where to locate cloud passwords, and this information is documented in the chapter's meeting minutes.

### 4.6 Tax-Exempt Status.

Applicable only to U.S. chapters: Each chapter is granted to apply for their own tax-exempt status. Each new chapter has 1 year to obtain their status.

- Chapters under the probationary period will fall under the organization incorporation 501(c)(3) status.
- Chapters that have obtained their 501(c)(3) status will follow the association governance structure and bylaws of BNRF.

### 5.1 Chapter Support from National BNR.

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

### 5.2 Consultation.

BNRF will make available consultation and advisory support to the chapter to foster its success through, but not limited to, the Chapter Advisory Team (CAT) and the BNRF National Office.

### 5.3 Written Resources.

BNRF will make available to the 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.

### 5.4 Free Event Promotion.

BNRF will provide the chapter with free event promotion of the chapter's choosing on the BNRF website, the BNRF e-blast mailing list and Social Media outlets.

### 5.5 Free Product Resources.

BNRF will make available to the chapter free product resources for the chapter to promote BNRF membership, certification, brochures, and other key initiatives.

### 6.1 Revocation / Disbandment or Surrender of Charter / Re-Charter.

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

### 6.2 Revocation/Disbandment

- Any decision by BNRF 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. BNRF shall provide chapter **with twenty-one (21) days from the date of such notice** to satisfactorily resolve the issue(s).
- In the event that BNRF determines that the chapter has not satisfactorily resolved the issue(s), BNRF will so notify the chapter via email and will implement the disbandment process.
- All chapter financial obligations must be satisfied prior to the chapter's disbandment.

### 6.3 Chapter Disbanded and/or Dissolution

- The chapter may surrender its Charter by delivering to the BNRF National Office, 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:
  - By post: BNRF National Office, 7794 Grow Drive, Pensacola, FL 32514
  - By email: [chapters@blacknursesrock.net](mailto:chapters@blacknursesrock.net).
- All chapter financial obligations must be satisfied prior to the surrender of Charter by the chapter.
- A chapter that completed their 501(c)(3) will need to dissolve their funds according to the IRS rules and regulations. A chapter that did not complete their 501(c)(3) must surrender all remaining monies in the chapter's accounts to BNRF prior to the disbandment.
- 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: [chapters@blacknursesrock.net](mailto:chapters@blacknursesrock.net)

### 6.4 Re-Charter of Chapter

A disbanded chapter interested in re-instatement may apply for re-charter under the following conditions:

- All terms under the Revocation/Disbandment or Surrender of Charter have been completed.
- The chapter must agree to and abide by the terms and conditions of the Chapter Re-Charter Agreement.
- A chapter that did not complete their 501(c)(3) status and applies for re-charter less than one-year (1 year) from the date of the chapter disbandment and successfully complete the 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)
  - 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
  - receive back 50% of any monies surrendered to BNRF at the time of disbandment
- A chapter that applies for re-charter greater than one-year (1 year) from the date of the chapter disbandment, and/or if the chapter turned over their EIN number would:
  - be required to restart the chapter application process
  - be required to sign a new Chapter Charter Agreement

### 7.1 Covenant Not To Compete

Without limiting the generality of the other provisions within this Agreement, and notwithstanding any other provisions within this Agreement to the contrary, the Chapter may not engage in any activity that is intended to trade upon the goodwill of the BNRF or use the BNRF Content in any way nor create any product that competes with the BNRF Content or the BNRF certifications during the term of this Agreement and for a period of eighteen (18) months following the termination or expiration of this Agreement for any reason whatsoever.

### 7.2 Effect of Termination

Upon the termination or expiration of this Agreement for any reason whatsoever, the Chapter Charter Agreements with any Chapter shall survive as between BNRF and the terminated Chapter; BNRF shall have the right to notify the terminated Chapter and each member of the chapter of the facts of termination or expiration and shall have sole authority to organize a new Affiliate Chapter to replace the former Chapter; and the terminated Chapter, its Officers, and its members shall not continue to represent members of BNRF, or compete in any other way in the relevant industry or profession.

### 8.0 Chapter Recourse

If the Chapter Board of Directors believes that BNRF has not lived up to its pledged support, chapter will send written notification to the Chapter Advisor for the region, and to the BNRF National Office. Written notice may be sent to the Chapter Advisor via email at [chapters@blacknursesrock.net](mailto:chapters@blacknursesrock.net), and to the BNRF National Office at 7794 Grow Drive, Pensacola, FL 32514. The BNRF National Office and/or Chapter Advisor will **respond within 14 working days** to the chapter officers to determine the course of action.

[Remainder of this page intentionally left blank. Signatures required on nextpage.]



**Signature Page**

All the chapter officers are required to have read and sign this Charter Agreement. All chapter officers agree that their chapter will abide by this Charter Agreement.

**Chapter Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**BNRF Member ID#:** \_\_\_\_\_

**Black Nurses Rock (BNR):  
(For National Office Use Only)**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_