



WELFARE

# WELFARE HANDBOOK

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## ARTICLE I: NAME: **MBAITU INC. WELFARE GROUP**

Mbaitu Welfare group is a member funded welfare program which serves Kenyans from South Eastern Kenya and other nations, their spouses from other regions of Kenya, members from the region who emigrated from other parts of Kenya to the USA and Canada. For members from other regions to become welfare members, a referral by Mbaitu inc. Welfare members in good standing can be vetted for them to join the Welfare.

Mbaitu inc. Welfare helps to alleviate or lessen the financial burden that comes along with the untimely loss of an active member or a member's close relative who lives anywhere in the world. Close relatives who have been enlisted by the Welfare member.

## ARTICLE II: **ADDRESS**

40 Prospect St. Waltham MA 02345

## ARTICLE III: **ARTICLE**

### 1. Coverage

The Constitution has been amended and updated after the members voting process. The welfare group brings the total covered qualified family persons to 7 including the enrolled member. ( 6 family/relatives plus the 1 welfare member, total 7 covered).

In cases where a Welfare member has fewer than 6 immediate family persons, one can nominate close relatives within the age group of substitutions. E.g. deceased parents, nominate a relative within the parent's age bracket. The age brackets is a cautionary measure that helps mitigate cases where members add vulnerable relatives at a higher risk as replacements.

New members can only be introduced during the enrollment period - July to February each year.

New enrollees are subject to 120 days probation before they qualify for welfare coverage.

The welfare will only cover members who are submitted through the updated welfare form ahead of time, not at the time of loss and not the older form that was a reflection of the older Constitution. A member can only cover family members on their side of the family, not on the spouse's side of the family. Note: A spouse married to your sibling is on your side of your family.

### 2. Shared scenarios

Siblings or any one in a shared scenario e.g parent and their children, siblings who lose a sibling etc in the welfare can agree to pick different members to cover and allow them to have as many as six relatives each under the welfare coverage. However, if they choose the same siblings/relatives as enrollees, only one reimbursement of \$5000 is to be made and they (siblings) decide how to share.

### 3. Fees

After an announcement is made, replenishment payments need to be submitted within two weeks to ensure the welfare can readily prepare and attend to the next case without delays. In the event that there are multiple cases occurring within the same time, then members will still have two weeks for each case, to make replenishments. For example – when two cases happen within the same time, members will have four weeks to submit replenishments.

Some members in the past have argued that they can stay put replenishments and have the \$30 replenishment deducted from their account for as many as for five cases. However, members need to be aware that the \$160 (\$10 goes towards operational costs) enrollment fee is non-refundable and the \$150 fee can't be used as a reason not to submit replenishments on time. It was noted that, although the \$20 late fee has been in the Constitution since the formation of the Welfare, it was not executed due to the frequent cases that occurred during the pandemic. However, going forward (2022) , this fee will apply for cases that are not replenished within the two week's period.

Timely replenishments allow the welfare leadership to disburse benefits to affected members without delays and members should take it upon themselves to make payments on time.

Note: Per case a member will be required to pay \$20 fees for each case that they are late.

Reminder: If as a member you would prefer timely disbursement of welfare benefits when affected, then it's imperative to practice the same to ensure other members are well taken care of when faced with need.

When sending out replenishment reports, it was agreed that it is okay to include how much each member owes in fees. Members with fee arrears do not qualify for the welfare kitty in the time of loss.

Unborn: Only members of the family listed in the enrollment form will be covered. The welfare will therefore not cover the unborn child, still born or miscarriage.

**Open Enrolment Period:** July – February each year. When a member lapses the leadership can replace them with another member who is recommended by a committed welfare member. In times when we have less than 167 members, vetted members can be received outside of the enrollment period, to ensure that the welfare does not give more than we are able to receive from members for future cases. Once you are not in good standing then you can leave the active members WhatsApp group and join the public welfare group which is a group for only those that are still making a decision as to whether to join the welfare or not.

#### **4. Financial statements**

Will be send quarterly (every 3 months).

#### **5. Members who receive \$5000 and decide to leave:**

There will be a legally binding statement that a member will need to sign going forward to ensure that they do not leave the welfare after receiving the payout. This will need to be notarized. This is to ensure sustainability of the Welfare.

#### **6. WhatsApp Group**

The Welfare Voting Committee agreed it was in the best interest of the welfare to keep the Mbaitu Welfare Whatsapp forums for information and updates only. Members' suggestions can be emailed to the welfare's email account; [mbaituincwelfare@gmail.com](mailto:mbaituincwelfare@gmail.com)

## 7. Housekeeping Rules:

The leadership of the Welfare will meet three times a year. Impromptu meetings to discuss any case that may not be clear will be called by the chair of the Welfare committee when necessary. Our meetings are held on the second week of the month on Friday at 8p.m. Eastern time via phone conference or Zoom. Should members schedules change we will change the meeting time to cover the majority.

These complains, suggestions will be presented to the Voting Committee that will deliberate and give a voting opportunity to members. These will then be added to the Constitution at the beginning of the Fiscal year.

- We will have an all Welfare members meeting once a year. During our Mbaitu Inc. grand dinner event held once in three years there will be a session for the welfare to address concerns and answer questions.
- A reminder and phone conference number will be shared at the Welfare WhatsApp group.
- The aim of the group is to support each other during difficult times, and also to create a support system for each other while in the diaspora.
- Financially the fund will only cover funeral expenses for nuclear members, parents and siblings and those suggested in the constitution for members who do not have the above family members. All covered members have to be submitted ahead of time.
- Maximum number of members of the welfare (to be determined)



## ARTICLE IV: FINANCES

Going forward, new members will contribute \$200 which is a one-time non-refundable fee that is kept at our Mbaitu Bank of America account. When an incident is reported to the leadership and all supporting documents received we will be able to give the affected member a projected amount of \$5,000

- \$10 and \$200 should be received before the agreed-on deadline. Membership period closes thereafter. Open enrollment is usually announced in the members groups and Mbaitu Inc. website.

- When there is an incident the affected member can reach out to the secretary with the confirmation of the loss (List of required documents is stipulated below). They can also liaise with a friend or family member to pay for them in the two week period if they will not have returned. Leaving a payment with the treasurer while traveling is advisable to avoid fees and inconvenience.

- If a member is out of the country, they are encouraged to look at the welfare correspondence via WhatsApp to avoid incurring fees.

- After two weeks a fee in the amount of \$20 per month (this applies as soon as the two-week period is over) it will continue to accrue each month until the day that the money (\$30) is received. This also means that the first day of the end of the two weeks a member who is not paid up is not in good standing and cannot benefit from the welfare.

**Note:** This fee was not executed in the first year of the Welfare due to the frequent cases that occurred during the pandemic. However, moving forward (2022 - ), the fee will apply as stated in the constitution.

- If an incident happens while a member is not in good standing, (meaning that they did not contribute to the last case and have not caught up with the payment or paid the fees that accrued after, then neither the members nor the welfare will be required to give the \$5000 to the default member. Paying all arrears at the time of need will not put one in good standing. This has to be done before an incident happens. If still

## ARTICLE IV: **FINANCES**

interested in continuing with the fund, catch up with all unpaid dues and a 90 day probation period for consideration in the next incidence.

New members who join in subsequent years will pay a one-time non-refundable fee of \$200 or as the board and leadership agrees

- If a member decides to leave the welfare after the 90 day probation period, nothing will be refunded to him or her.
- Members will be required to fill a registration form; membership will only be activated once a complete form with a list of covered family member's is submitted.
- Members are from all the 50 States and Canada invited mostly by referral by a Mbaitu inc Welfare member in good standing. We have isolated cases of members who have joined from Kenya or Europe and other parts of the world who have a Mbaitu member making payments for them.

As an active member of the welfare its your responsibility to make sure that you read messages in the WhatsApp group so as not to miss a current case, it is also your responsibility to make sure that the treasurer is aware of your deposit.

## ARTICLE V: **WELFARE FUND REQUIREMENTS**

- Members will have access to the fund as soon as they pay membership and submit completed forms, signed addendum which one can sign ahead of time or at the time of loss. The initial (first) group has a probation period of 60 days and 90 days for members who join in subsequent years.
- When a member dies, next of kin listed relative or friend will notify the welfare leadership and upon verification, Mbaitu Inc. will give a check of \$5000 to the affected member's family or next of kin.
- After an occurrence, each member will pay \$30 for replenishment of the \$5000 given.
- We will support weddings, births, and other milestones as friends, if invited by the member but not as an organization.
- All other matters will be voted on after a member invites the members and makes a request of the kind of help they need.
- If a member fails to pay their replenishment for three consecutive occurrences, they will immediately cease to be considered as members, unless they replenish within 24 hours of the withdrawal notice.
- Where we have more than one incidence at a time or following each other, we will pay the \$5000 members will then replenish every two weeks per incidence until all occurrences are replenished.

## ARTICLE VI: **MEETINGS**

- Teleconference/zoom meetings will run for an hour unless members agree to add a few minutes to finalize on a topic.
- We have to be in quorum for the meeting to start. Quorum is achieved whenever we have 60 % attendance.
- All concerns/ideas should be brought to the secretary as she/he formulates the agenda of the meetings.
- Members are encouraged to take minimum time in airing their views to ensure that each member gets a fair share.
- Penalty for missing meetings with no apology is \$5 for all scheduled meetings. Impromptu meetings with no fees.
- All members' meetings will be announced and these will be an opportunity to air concerns, appreciation and give ideas as to how the fund can be improved.

## ARTICLE VII: **VOTING**

- Voting will be managed and supervised by the Voting Committee.
- All issues will be tabled either during the members meetings or the Welfare WhatsApp group and voted on based on the constitution.
- Majority win.
- Those that fail to vote even after they have been given the opportunity to are bound by the decision of those that voted.

## ARTICLE VIII: **EXECUTIVE OFFICE**

- We rotate the responsibilities every three years in January to ensure that the burden of running the Welfare is not on just a few
- Minutes will be shared after meetings
- A spread sheet of contributions will be sent out by the treasurer quarterly

An update of giving will be shared at the welfare members WhatsApp group.

## ARTICLE IX: **STATUS**

### **Defaulters**

Any member in default status cannot qualify for benefits. Unpaid members will automatically and without notice enter into default status. After three missed cases you are no longer a member of the welfare.

### **Probation Status**

Members can join in subsequent years through referral; there will be a probation 90 days before one can qualify for benefits. This is to avoid new members joining at the hour of need.

### **New Member requirements in subsequent years:**

- The wait period is 90 days from the day their application is accepted,
- They will be required to pay \$160 within the 90 days,
- They will be required to pay any case that will happen during their 90 days waiting (probation) period.

During the 90 days probation period, a new member will not benefit but will qualify in the 91st days and only if they have paid the \$200 and all cases during their probation period.

## Claims and Benefits.

During the claim time all of the following documents should be received to process a claim;

- A member will fully fill a claim form, and have it notarized by a public notary
- Submit a notarized copy of the deceased's ID and or Birth Certificate
- An official letter or a death declaration notice confirming death from the hospital where death was declared, or if it happened at home from a local government official.
- A notarized copy of the deceased burial permit and /or death certificate.
- Announcement in the local daily
- WhatsApp funeral planning group correspondence.
- Completed and notarized addendum

We know that the burial permit or death certificate can be delayed depending on the local jurisdiction.

Therefore, if a member submits item (1), (2), (3), only half of the total amount will be released. Once the burial permit or death certificate is available then the remaining half will be released.

However, if a member gets 4 of the items above, the whole amount will be released at once and in one check.

Payments to the welfare are via donorbox: Link will be shared upon request by a new member.

It's the responsibility of the member to notify the treasurer when they make a payment.

## **KCB Last Expense Program**

Welfare members are eligible to participate in the KCB last expense program where Mbaitu Inc. is a partner. For forms and more information contact any of the leaders.

Once you send your forms notify the Welfare leadership .

It's the responsibility of the member to complete KCB forms and make sure that they get to Roseline who keeps our file and also notify the treasurer, it is also the responsibility of the member to send the renewal fee each year to the treasurer so that they are current with the KCB membership.

## **WHO TO CONTACT**

### **Mbaitu welfare leadership team:**

#### **Treasurer**

- Daudi Mbuta: 6166350408
- Collins Makasa: 7322134308

#### **Communications**

- Ree Ndunge: 8622150615
- Mercy Kilonzo: 616-329-3917

## NOMINATED NEXT OF KIN/BENEFICIARY

I \_\_\_\_\_ principal applicant declares that I'm 18 years or older and that all statements, approved by the leadership team and the Mbaitu Welfare leadership team are true. I also understand that my membership will not be in force until the attached application is completed in its entirety, and a fee in the amount of non-refundable \$10 miscellaneous fee and \$150 one-time membership fee is paid in full. By appending my signature, signature(s) hereto, I agree to all terms and conditions of this welfare program as fully set in the received Memorandum of Agreement and the guidelines included in this application. I'm aware if I include any false or misleading information on this application, my enrolment is subject to dismissal and any application form(s) submitted. I also understand that if I am delinquent in other peoples' cases I will not be considered.

**Member:** \_\_\_\_\_

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

Where to send/submit application: Scan completed form and return to:

**Email:** mbaituincwelfare@gmail.com



## FOR OFFICIAL USE

**Received By:** \_\_\_\_\_

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

Total amount transferred to member: \$5000

## SIGNED

Treasurer: \_\_\_\_\_

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

Secretary: \_\_\_\_\_

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

Member: \_\_\_\_\_

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

