

Romance Writers of America
Board Meeting Agenda
May 21, 2023
12:00 p.m. CST
Virtual Meeting

Sunday, May 21, 2023

CALL TO ORDER – President Clair Brett called the meeting to order at 12:01 p.m. CT on Sunday, May 21, 2023.

ROLL CALL/CERTIFICATION OF QUORUM: Secretary Jacki Renée called the roll. Nine members were present: Officers Clair Brett, Jacki Renée, and Brooke Wills; Directors-at-Large Louisa Cornell, Marian H. Griffin, Mary Karlik, Anita Learned, Laina Turner, Ursula Renee; Advisors Antonia Cyn. PRO Advisor Judith Bastin was absent. RWA Staff members Leslie Scantlebury, Erin Fry, and Jackie Padilla were present. With a majority of the Board members needed to establish a quorum, there were 9 voting members present, the Chair declared a quorum.

The following RWA member guests were in attendance: Shayne Huxtable, Chirstiana Tegethoff.

PRESIDENT’S REPORT - C. Brett

How are we almost in Q4? This last quarter was chock full of committee work. The DEIA committee has worked with other committees to assist with diversity and inclusion. We welcome the new Mosaic chapter! The goals and presence come from the previous chapter, Cultural, Interracial and Multicultural RWA (CIMRWA). Like CIMRWA, the goal is to provide a positive and supportive environment for RWA Black, Indigenous, People of Color (BIPOC) authors. I look forward to participating in the chapter education and offerings.

Much of our time has been spent on finalizing our annual conference in Anaheim Ca. The conference workshop committee has gone above and beyond curating compelling, diverse speakers and topics that every romance author needs in their arsenal. And I am happy to report that pitch sessions are back for RWA23. So, dust off your elevator pitch and get ready!

RWA advocacy has been busy looking into the AI situation, and also the organization introduced a white sheet for all authors about what steps to take when your publisher appears to cease aquation and publishing for reasons other than bankruptcy.

Our chapters have been as active as ever offering amazing workshops open to not only their chapter members, but also RWA members, and the public. I encourage everyone to go onto our website and find the chapter events page to check out all the fabulous workshops offered each month.

The board of directors and executive committee along with the staff continue to work with our business consultant to make the most of our resources for our membership and we continue to evolve with new offerings and opportunities thanks to the experience they bring to the table.

We are always looking for volunteers and we have some committees currently, that are actively seeking help. If you think you might like to dip your toe into what RWA is all about and make a difference, please go onto the website and fill out the volunteer form. If you have filled it out in the past, please pop on and make sure your entry is up to date. Q4 is often a time when chairs will be reaching out to populate their committee for the coming year.

Our digital magazine RWR is offering excellent articles from writers in the trenches and is always looking for more. You can put in a proposal for an article even if you are not yet a member of RWA. If you have an article idea, pitch it and get published!

As always this is the time to declare your intent to run for the open board positions. If you have ideas for how to improve our organization, we want you! You can read the position details, and requirements on the website. We need new eyes, and voices to continue evolving into the organization we aspire to be. Please consider taking the time to give back and run for the office.

Our bylaws taskforce, and our Chapter affiliation task force have been busy working through our bylaws and chapter affiliation agreements with our eye on making sure both documents reflect our core values of inclusivity, diversity, and member benefits. More news to come as the board of directors consider the changes. It is vitally important to me that DEIA and member values are embedded in our most important documents to ensure these become part of who we are not just things we do and talk about.

With quarter four on the horizon, there is so much more to do, and I can't wait to dive in! This organization has my heart, and its members are my family.

And don't forget to register for RWA23 before all space is gone. Hope to see you there!

SECRETARY'S REPORT — J. Renée

Motion to Approve February 2023 Board Meeting Minutes

Brett moved to approve the minutes for the February 2023 Board Meeting.

The motion was adopted in an Action Without Meeting on March 7 with 9 votes in the affirmative.

Motion to Approve Library Grant

Wills moved to approve grant in the amount of \$4,500 for the Santa Clara Library.

The motion was adopted in an Action Without Meeting on March 15 with 9 votes in the affirmative.

Motion to Approve RWR Committee Member

Brett moved to approve the following committee members:

RWR Committee

Louise Chen – Member

The motion was adopted in an Action Without Meeting on March 22 with 9 votes in the affirmative.

Motion to Approve Committee Member

Cornell moved to approve the following committee member:

Unpublished Member Benefits Committee

Tracee Garner – Member

The motion was adopted in an Action Without Meeting on April 3 with 9 votes in the affirmative.

Romance Writers of America

Executive Summary

September 2022 - April 2023

CASH POSITION		
1-Sep 2022	31-Dec 2022	Difference
\$935,772	\$675,440	(\$260,332)
NET INCOME (LOSS)		
Net income/loss as of 4-30-22 is (\$189,074).		

NOTES
Repayment of the EIDL loan began in December 2022.

BUDGET VS ACTUALS SUMMARY
Total Income for the 8-month period over the same period in 2021 was down about \$99K, mainly because dues income is down \$82K. A bright note is that conference income is up over \$36K from last year.
Expenses for the same two periods are up \$67K. due to increased advertising, professional fees, awards and travel expense.
Focus for the balance of the fiscal year (ending August 2023) continues to be on membership campaigns, current member retention, educational programs and workshops and conferences (in-person in Anaheim in July and mini-conferences similar to the Marketing Master Class and Author Weekends held last October and in January.
All expenses are, and will be, actively controlled.

Romance Writers of America
Balance Sheet
As of April 30, 2023

ASSETS

Current Assets

Bank Accounts

1000 Cash		552,496
1100 Investment Accounts		122,944
Total Bank Accounts	\$	675,440

Other Current Assets

1300 Other Current Assets		1,236
1400 Prepaid Expenses		1,693
1500 Inventory Asset		2,916
Total Other Current Assets	\$	5,844

Total Current Assets	\$	681,284
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Fixed Assets

1600 Land		0
1610 Building		0
1620 Building Improvements		0
1630 Furniture & Fixtures		0
1640 Computer Equipment		227
1650 Office Machines		0
1660 Software		26,472
Total Fixed Assets	\$	26,699

Other Assets

1700 Long-term Assets		0
Total Other Assets	\$	0

TOTAL ASSETS	\$	707,983
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LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2200 Other Current Liabilities		50,131
2700 Deferred Revenues		94,036
Total Other Current Liabilities	\$	144,167

Total Current Liabilities	\$	144,167
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Long-Term Liabilities

Total Long-Term Liabilities	\$	148,406
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Total Liabilities	\$	292,572
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Equity

2800 Designated Funds		602,759
Opening Balance Equity		1,190,602
Retained Earnings		-1,188,877
Net Income		-189,074
Total Equity	\$	415,411

TOTAL LIABILITIES AND EQUITY	\$	707,983
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Unaudited

Romance Writers of America

Income Statement

For Period: September 2022 - April 2023

Income	
3000 Dues	164,378
3100 Conferences / Meetings / Events	121,961
3300 Other Regular Revenues	54,006
3400 UBI Revenues	3,037
3500 Donations	22,982
Total Income	<u>\$ 366,364</u>
Gross Profit	<u>\$ 366,364</u>
Expenses	
5000 Salary Expenses	184,560
5100 Payroll Tax & Benefits	29,013
5200 Depreciation & Amortization	25,419
5300 Insurance Expenses	4,187
5400 Property Expenses	0
5500 Information Technology	81,065
5600 Office Expenses & Supplies	5,006
5700 Telephone & Internet	2,386
6000 Advertising & Marketing PR	33,974
6100 Audio Visual	0
6200 Awards	36,207
6300 Bank & Credit Cards Fees	8,378
6400 Catering	0
6500 Other Exhibit & Meeting Costs	7,080
6600 Professional Fees	135,526
6700 Shipping	284
6800 Travel	2,355
Total Expenses	<u>\$ 555,438</u>
Net Operating Income	<u>\$ (189,074)</u>
Other Expenses	
7000 Other Miscellaneous Expense	0
Total Other Expenses	<u>\$ 0</u>
Net Income	<u>\$ (189,074)</u>

Accrual Basis - Unaudited

OFFICE REPORT – L.Scantlebury

Staff:

Erin Fry – Senior Project Manager

Jackie Padilla – Accountant

Leslie Scantlebury – Executive Director

Member Type	02/08/2023	05/10/2023	Change
Affiliate	23	20	-3
Associate	815	795	-20
Charter	19	18	-1
Charter Honorary	2	2	0
General	1660	1576	-84
General Honorary	4	3	-1
Honorary	70	71	1
	2593	2485	-108

So You Want to Write Romance

This May membership drive event is scheduled for May 25. Featured speakers include:

- Romy Sommer
- K. Bromberg
- Belle Calhoun
- Reese Ryan
- Alana Quintana Albertson

RWA2023Annual Conference

Registration

As of May 11, registration for conference is 165.

Keynote

Mel Walker will be the opening keynote for the conference.

Book Signing

Participating authors as of May 11:

Ella Quinn

Thien-Kim Lam

Naima Simone

Peggy Jaeger

Mia P. Manasla

Octavia's Bookshelf has agreed to be the onsite bookstore for the event.

Workshops

Speaker invitations have been sent. The deadline to respond is May 15.

Pitch Sessions

Participating industry professionals:

- Boroughs Publishing Group: Michelle Klayman
- City Owl Press: Lisa Green and Heather McCorkle
- Tule Publishing: Meghan Farrell and Sinclair Sawhney

Contest Committee Report

The committee chairperson, Jason Wrench, submitted another name for board approval to serve on the Contest Committee. The committee will be undertaking both the VIVIAN Awards and the unpublished author award, having two subcommittees that can focus on the different awards will be beneficial.

Romance Author Mentorship Program (RAMP) Report

RAMP 2023 has 19 mentors. RAMP began accepting mentee applications on April 3 and closed on April 21. After reviewing the applications and submission material, 39 applicants moved forward in the RAMP mentee selection process. Mentors will make their final selections by June 2. Applicants will be notified of their status on June 7 and the 2023 RAMP Mentees will be announced on June 9.

Invitations are going out to editors and agents to participate in RAMP Pitch Week.

Indie Author Weekend

Indie Author Weekend is scheduled for Saturday, October 21 and Sunday, October 22. Plans are underway for the 2-day virtual conference.

AUDIT & FINANCE COMMITTEE — B. Wills

The 2021-2022 tax return was reviewed by the committee in March 2023. There were no questions for Blazek & Vetterling who prepared the return. It has been signed and submitted.

There was also a discussion on moving to an annual financial review vs the annual audit process. While it would result in a savings of about \$4,000, the committee was in unanimous agreement of staying with an annual audit at least through the 2022-2023 year-end. This item will again be reviewed next year.

TASK FORCE: TRANSITION — M. Griffin

The charge of the Transition Task Force was to review RWA's member and nonmember communication, engagement, and marketing. Below are observations and recommendations for how the organization can improve communication, engagement, and marketing to its members and nonmembers.

Observations and Recommendations

- Do a membership survey to find out what members are looking for from RWA. Can be done online and should be short. This would be a good first step to knowing why there is a communication problem. Once the survey is complete, then the organization will have a better idea of how to solve the communication issue. In terms of timing, the survey should be the first thing done and could happen quickly through a platform such as Survey Monkey.
 - Possible survey questions:
 - Do you read the email updates from RWA? Why or why not?
 - What is the best way to communicate with you? Email, text, phone call
 - What services have you utilized with your RWA membership (list various services as check boxes)?
 - Have you visited our website? How often?
 - What is most valuable to you on our website?
 - How could our website be better?
 - What would you like RWA to offer members that it doesn't?
 - Why did you join RWA? Networking, fellowship with other authors, information/services offered, contests, national conference
 - What value do you put on your RWA membership (1-10 scale)?
 - What is needed to increase that value?
- Once a month, send an email to members highlighting one particular program that RWA offers members--a Did You Know? kind of thing. The email should be short and snappy so it catches the readers' attention but doesn't take too long to read. Have a clickthrough to more information on the website or other area.
- Have a contest on social media for the most creative post a member does about their novel that somehow mentions RWA. The winner gets a free something (membership?)
- Have a social media contest during the annual conference with a different subject for the post each day. Or best TikTok video. Pick a winner each day and they get a prize at the conference.
- The programs sound great, but it needs to be better marketed to members: emails, posts, testimonials from past participants. You have to try to reach your audience in different ways, because people get their information from so many different platforms now. If you don't try to reach them from various platforms, you won't get the message across. Just sending an email to people no longer works.

- Partnerships: Identify 5-10 organizations/influencers to leverage our outreach to their audience. Determine a target number of followers/members to narrow down partnership options, and determine the best way to reach their audiences with our messaging. This may require a funding source, but it can be worth the investment if planned and executed well.
- Develop a messaging framework to ensure integration across all RWA owned platforms.
- Develop toolkits for chapters to amplify membership opportunities.
- Update select pages on the website to ensure that members can access relevant details, and potential members can easily identify the benefits of membership in RWA.
- Leverage the RWA website homepage real estate (specifically the slider) to showcase information and a call to action.
- Develop a content calendar to ensure a regular cadence of information sharing across multiple platforms.
- Incorporate more photographic imagery and video testimonials on the website and across social media platforms that elevates the benefits of membership.

RWA UNIVERSITY COMMITTEE — U. Renee

RWA University met on Friday, May 5, 2023.

RWA University continues to do work with a living document to help incoming authors navigate RWA and the website.

RWA University is in the process of scheduling several webinars. “Writing the Rock Star Romance” with M.J. Roberts is scheduled for May, and on “Accepting Book Failure” for traditional and indie authors.

The committee is working with the RWA staff to organize the audio files on the website and remove outdated media.

RWR CONTENT COMMITTEE — A. Learned

The RWR Content Committee continues to meet on a monthly basis to discuss the acquisition of articles for the magazine. This is an ongoing challenge.

We welcomed the new Board liaison, Anita Learned, and rely heavily on the national organization representative, Erin Fry, and her connections with external contractors for article submissions. The committee identified monthly themes but has not been able to draw heavily on the topics and themes as articles are still mostly acquired through contractors and external members of the organization. We have been featuring a monthly chapter spotlight thus far.

We are finding challenges in securing a regular stream of volunteer writers from the membership to provide articles for the magazine. Whether this challenge exists because of lack of interest or lack of time is unclear. Non-members have been the greatest source of interest to date.

The committee remains open to feedback from its membership, as well as the members of RWA and the board for a direction on the future of the magazine. We are still pursuing the ability to create a steady influx of articles to support the monthly publication as we feel this provides the greatest support to RWA members.

Respectfully Submitted,
Kathleen Watson

CONFERENCE WORKSHOP COMMITTEE —J. Renée

The committee reviewed all submitted workshop proposals. Committee members individually assigned a score to each proposal then held a six-hour meeting to review the collective scores and came to a consensus on the selection of workshops for the 2023 RWA annual conference. The committee submitted the completed spreadsheet to the staff as scheduled.

POLICY AND ADVISORY COMMITTEE — M. Karlik

April 2023

The Policy Advisory Committee continues to stay informed over important publishing topics, such as the use of AI in fiction novels.

March 2023

ACA/AI-Forum Group – Several ACA members traveled to the Hill to solicit help from legislators to curtail AI companies and programmers from downloading authors’ books for AI training.

Amazon KDP Suspending Accounts – Seems KDP is canceling accounts at an alarming rate. The PAC has requested the Board take a pole of their members to see if their accounts have been suspended, and to report the logistics of reinstating their accounts.

AI/ML Summit - On Friday, March 10th, the first AI/ML Media Advocacy Summit was held via Zoom. The PAC chairperson moderated the Writer’s Panel. The panel consisted of Ed Hasbrouck of the National Writers Union, John Murphy of the Science Fiction Fantasy Writers Association, and Mary Rasenberger of Authors Guild.

With our discipline specific panels, we discussed the different types of AI media generators and their unique challenges.

February 2023

Findaway Voices Halted from Using AudioBooks to Program A.I.

We brought to the Board’s attention that Findaway entered into a contract with Apple to use/download audiobooks to license audiobook files to Apple for A.I. learning (Writer Beware Report) without authors’ permission.

The Board located a copy of Findaway’s contract and discovered this to be true, and several organizations were notified.

After a series of discussions, the performers union met with Findaway and told the company that “performers’ voices may not be used beyond the distribution of the audiobook(s) they consent to narrate” and that “attempting to acquire permission from performers or in this case the author/publisher for machine learning, or digital simulation, is unenforceable until bargained directly with SAG-AFTRA.”

“Findaway and Apple immediately agreed to halt any/all use of files for machine learning purposes,” SAG-AFTRA national director, audiobooks Jane Love wrote to members. “This ‘halt’ covers all files dating back to the beginning of this practice.”

Unpublished Members Benefits Committee – L. Cornell

UMBC QUARTERLY REPORT

Board Liaison Louisa Cornell

The UMBC continues to run, improve, and edit the Pen2Paper program. Surveys requesting input on each section are sent to participants and the results are discussed by the committee in order to continually improve every aspect of the program.

The UMBC committee has taken on an important role in the May 25th membership drive event.

Below are the parameters of some continuing projects on which the committee would appreciate board and staff consideration and assistance.

ITEM #1

It was noticed there is some money budgeted in Pen to Paper for certificates and mailing. Is that for Participants who complete the course? Would there be enough to also send a certificate of appreciation to the Guides as well?

Do you have certificates designed already or does the UMBC need to design them?

ITEM #2

What we wanted to request of the board was in a nutshell for them to promote/push/approve some kind of public recognition for the pen to paper program and the guides specifically. This can go hand in hand with their advertising and talking up the program for the next enrollment. The program ends August, I'm not sure what their timeline is regarding promoting and enrolling and everyone was in by October last year for this year's class.

Here are some of the ideas we had in mind. I am making a slide with all the guides' pictures and names on there, and we thought it could be used in the following ways:

1. The slide could go on the scrolling marquee - this is that first thing you see on the RWA website
2. A mention at some of the programming or the (awards ceremony or luncheon) at RWA Nationals in Anaheim - and really always have it scrolling when people are waiting on things to start, etc.
3. In the Nationals program if there will be a print program -
4. Displays at various points around the conference, and

5. Really, any other opportunity they feel would be seen by folks attending various things

Overall, in previous meetings we discussed how important it is to publicly acknowledge the teams who make the Pen to Paper program successful. I would personally like them to do all of the above, but we know that might be asking a bit much. Also, as an aside, Romy Summers is going to put the slide in one of her presentations which I think she's doing on May 25.

ITEM #3



To: RWA Staff and RWR Committee

Through: Louisa Cornell, RWA Board Liaison

Re: Pen to Paper Promotion Proposal - RWR Contest

Pen to Paper program staff recognizes the need to continuously improve the program, establish new ways to promote the program, and create positive publicity about the services RWA provides its members.

Accordingly, P2P proposes a contest for P2P Participants. The contest would provide an opportunity for them to write and win publication of an article about their experience in the Pen to Paper Program.

A panel of judges would review the entries and select the three best. After selection, these judges would work with the three finalists in a mentor capacity to make their article into a polished, publication-ready product. The finalists' articles would be submitted to RWR staff to choose the winner, who would be offered a contributor

agreement at the established rate, and whose article would then be published in the RWR Magazine or RWA eNotes.

In the interest of providing fair and unbiased selections, the UMBC would request volunteers from the RWA membership to judge the articles. This would allow experienced RWA members a chance to mentor in a more limited capacity than RAMP or P2P. It would also introduce P2P to members of the RWA community who could potentially become more involved in the program in the future.

This contest would offer the following advantages:

1. Provide an excellent opportunity for the Participants to experience a rewarding activity that validates their work toward becoming a full-fledged author. The winning participant's career will be advanced by earning a publication credit they can use in submissions to agents or editors. It will also help them gain confidence in their ability to see their work in print in a publication for a national organization for writers. They will experience the satisfaction of receiving financial compensation for their work. Finally, it will give them name recognition in RWA which could lead to increased opportunities to network with other romance writers.
2. Offer an incentive to those who may be considering the program next year and help nudge them if they are undecided about participating.
3. Demonstrate to the broader membership RWA's focus on mentoring its members.
4. Provide new and interesting selections for inclusion in the RWR.

Proposed timeline (this timeline will be dependent upon approval date):

April/May: Reach out to membership and secure judges.

May/June: Announce the contest, convey criteria, winning details, deadlines, etc. Judges will remain anonymous until the three finalists are selected.

June/July: Finalists work with judge mentors to produce publication-quality work.

July/August: Articles submitted to RWR staff for selection of the article to be published. When a finalist is selected, RWA Staff will send the appropriate agreement to the winner.

August: This is the final month of the program, so this would be the best time for publication.

What P2P needs from RWA/RWR:

1. Criteria/details from RWR regarding what they want to see in the final article. Word count, etc.
2. Email to membership requesting volunteer judges/mentors.
3. Guaranteed publication for the winning article in the August RWR or eNotes, and honorable mention for the runners up. (We will craft a brief agreement that specifies runners up will not receive payment.)
4. The Pen to Paper program would like to post brief updates in the RWR or Enotes about the contest April through August as it progresses from call for judges/mentors to publication of the winning article since this would interest the RWA community and would promote both the Pen to Paper and RAMP programs.

If given the approval to proceed, this innovative contest could act as a positive, engaging event for P2P Participants and the broader RWA membership community. We look forward to hearing your thoughts.

Submitted by

Katherine Eddinger Smits

P2P Program Manager

Chair, UMBC

and

Jennifer Althiser

P2P Participant Liaison

Member, UMBC

ITEM #4



RWA Board of Directors

Submitted via Louisa Cornell, P2P Board Liaison

Re: Pen to Paper Outreach Proposal - RWA Conference 2023

Dear Board of Directors,

The 2022-2023 Pen to Paper Program (“P2P”) is off to a tremendous start. Our participants are cruising through their Course 1 Lessons and having a great time doing it. Although we are focused on the present “class” of P2P, our Committee is constantly assessing the program and considering ways to not only sustain the momentum we have, but also generate long-term success for the program.

One way we can help the program continue to grow is by reaching out to the broader romance community, and the 2023 RWA Conference in Anaheim (“Conference”) is a prime opportunity to do that. Romance writers from all walks of life and phases of their writing journey attend the RWA Conference each year, and while many are seasoned authors, others are starting at word one.

The Unpublished Member Benefits Committee believes we can reach many unpublished writers by creating a presence at the Conference. The Conference offers potential Pen to Paper program Participants and Guides a unique opportunity to learn about the program. This level of outreach could be an important component to expanding the program for the 2023-2024 term.

Therefore, the UMBC requests your support to host a table or booth at the Conference to provide outreach to new writers. We recommend the following:

1. Host a table or booth in a high-traffic hall where it is easily accessible to interested writers. This support may be provided intermittently depending on how many Committee members can attend the Conference.
2. Play a looping promotional video on a screen behind the table to highlight the many beneficial aspects of the program, and share testimonials by past and current participants.
3. Create signage for the booth using the Pen to Paper logo branding.
4. Make available branded promotional takeaway materials such as pamphlets and pens. This marketing material will include information regarding the upcoming Revising and Editing Course to follow the current P2P program.
5. As suggested by Jacki Renee, participate jointly in the RAMP mixer, inviting aspiring future Pen to Paper writers, 2021/2022 alumni and current participants. P2P can share their branded marketing materials and/or present information via a PowerPoint presentation dependent upon what the event planners prefer. Fellowship and community are essential to nurturing a successful program, and a mixer will promote this sense of belonging.

To achieve these goals, P2P will require table space at the Conference, RWA staff assistance, RWA Conference staff assistance, and possibly additional budget for branded materials and refreshments at the mixer. In addition to physical marketing materials, we believe budget dollars may be needed for:

1. **Promotional Video:** Have testimonials and edit together snippets of workshops and Partner Circle meetings. This could be played on a continuous loop at the booth and can also be used for 2024 promotion. The investment will be primarily for professional editing time at \$40 per hour, since we will have volunteers record and will use some existing video in the mix. The total cost would be under \$400. The same video will be used to promote the 2023/2024 Pen to Paper offering through the website and social media, with updated testimonials and actual program recordings.
2. **Giveaway drawing:** One free program placement for the 2023-2024 P2P term as a conference giveaway which people can register to win at the booth. If the person does not want/need for themselves they can donate to their chapter or give to a new, unpublished writer.

Other smaller prize options:

- A one or two hour writing consultation with one of our Guides
- A one year paid RWA membership
- Books donated by our Guides

The P2P Committee is in the preliminary phases of planning its Conference outreach as the work will be dependent upon approval, but we are including a cost table that we have initiated below:

Item Type	# needed	Cost per unit	Total Cost
Promotional Pens	500 - 1000	\$1.00 each	\$500 - \$1000
Candy and bowl	7 bags/1 bowl	\$10.00	\$70 + 10 = \$80
Mixer Catering			
Pen to Paper Signage	2 hall signs, booth signs and/ or banners	Depends on products selected	\$600
Pen to Paper Brochure 3-fold, 4 color with photos, plus additional collateral for Editing	750 each plus shipping	.50 (see Vistaprint)	\$450
	500 Editing Promotional Rack Cards plus shipping	.20/500	\$125
Booth fee and equipment - (monitor for video)*			
Video editing	10 hours	\$40.00/hour	\$400.00
Estimated Total (high side)			\$2,655

- May be less expensive to buy and have delivered than rent or use external vendor if allowed

Reaching even ten additional participants for our 2024 class, for example increasing from 40 to 50 participants per year, more than covers the investment in the conference.

Showcasing Pen to Paper in the Conference provides the Unpublished Member Benefits Committee an opportunity to attract 2023-2024 participants and Guides, builds demand for the new Revising and Editing course planned for 2024, fosters the

Pen to Paper community of alumni and current students, and highlights the learning progression from Pen to Paper, to Revising and Editing, then on to RAMP.

Thank you for your time and consideration of the Unpublished Member Benefits Committee Conference Outreach Proposal. It is our hope that we can work together to strengthen the community we have created, and invite new members to join us as they begin their writing journey.

Sincerely,

Katherine Eddinger Smits

P2P Program Manager

Chair, UMBC

Diversity Advisory Committee — C. Brett

The Diversity Advisory Committee meets on the first Tuesday of the month.

This quarter, the Committee reports the following:

- The Committee provided a draft Proposal for review and updates by the board.
- The Committee spoke with an external IT consultant and verified that the paid version of Survey Monkey is sufficient for collecting information regarding DEI and/or Ethics complaints. Forms will be manually reviewed until solid guidelines are established to determine dividing line between Ethics and Diversity issues.
- A committee member assisted with reviewing RWA Conference scholarship awards.
- The committee discussed the current keynote speaker selections for the RWA Conference.
- The Committee discussed reviewing the RWA U workshops to ensure a reasonable number of workshops spearheaded by diverse speakers.
- The Committee discussed identifying more publishing opportunities for diverse authors.
- The Committee discussed the number of publishers reversing their open submission policy due to the number of AI generated work, and how it will adversely affect diverse authors.
- The Committee discussed the completed formation of the Mosaic Special Interest Chapter.
- The Committee discussed the Diverse Voices, Inc. company closing. This company served as another option for diverse authors to pitch their work to traditional publishers.
- A Committee member assisted in reviewing RWA Conference Workshop committee to ensure a diverse pool of experts in workshop topics.

Fourth quarter activities:

- The Committee will continue developing a method to accept, fact-find, and resolve DEIA complaints.
- The Committee will begin to reach out to diverse authors to attend the ‘So you want to write romance?’ open session.
- The Committee will finish and present the finalized proposal for the Diversity Submission form.

Submitted by:

Toni Jackson, Diversity Advisory Committee Chair
PJ McGhee, Diversity Advisory Committee Vice-Chair
Claudine Gandolfi
Laura Haller
Molly Maka
Clair Brett, Board liaison

MOTION #1: TO ACCEPT THE PROPOSED UPDATE OF THE CHARGE FOR THE CONFERENCE WORKSHOP COMMITTEE

Renée moved to update the charge of the Conference Workshop Committee in the Policy Manual:

10.2.3. Conference Workshop Committee. The Conference Workshop Committee shall coordinate, plan, and oversee the selection and scheduling of annual Conference workshops for the RWA Annual Conference, Indie Author Weekend (2-day virtual conference), and Traditional Author Weekend (2-day virtual conference). The Conference Workshop Committee shall, ~~and help to~~ ensure that the ~~conference~~ conferences' programs reflect RWA's commitment to diversity, equity, inclusion, and access—including, but not limited to, the speakers chosen and the topics covered in the workshops.

The motion was adopted by general consent.

MOTION #2: TO APPROVE CONTEST COMMITTEE MEMBERS

Renée moved to approve the following committee members:

Wendy Lu Maxwell-Barton

The motion was adopted by general consent.

MOTION #3: TO APPROVE CHAPTER AFFILIATION AGREEMENT

Brett moved to accept the new proposed Chapter affiliation agreement as presented to the RWA board of Directors.

The motion was adopted by general consent.

CHAPTER AFFILIATION AGREEMENT

This Chapter Affiliation Agreement (the “Agreement”) is made this ___ day of _____, 20 __ (“Effective Date”) by and between the Romance Writers of America (“RWA”), a nonprofit corporation exempt from taxation under Section 501(c)(6) of the Internal Revenue Code with its principal place of business at 5315-B Cypress Creek Parkway, #111; Houston, TX 77069 and (*name of chapter*) _____ (“Chapter”), a nonprofit corporation exempt from taxation under Section 501(c)(6) of the Internal Revenue Code with its principal place of business at: (*chapter address*): _____.

In consideration of the mutual promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1) Grant and Terms of Charter.

- a) Charter and Designation. RWA hereby grants to the Chapter a nonexclusive charter to be a chapter of RWA. The Chapter shall represent RWA as an affiliate in (*state or location(s) of operation*) (the “Territory”) or (*area of special interest*) (the “Designation”) _____ pursuant to and in accordance with RWA’s tax-exempt mission and purposes as set forth in RWA’s Articles of Incorporation and Bylaws, or as otherwise established by RWA’s Board of Directors. The Chapter acknowledges that this Designation is non-exclusive and that RWA may, in its sole discretion, designate other affiliates in the same or geographically proximate Territory or special interest area, or may sponsor or conduct programs, accept members, and perform other activities in the same or geographically proximate Territory or special interest area.
- b) RWA and Chapter shall not discriminate against any member, guest, or employee on the basis of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, United States military service veteran status, or any other protected category under applicable federal, state and/or local laws. Any member or agent of RWA will uphold RWA’s commitment to its discrimination and harassment statement:

RWA is committed to providing all of its members with an environment free from discrimination and harassment. RWA does not discriminate against, or allow harassment of, any member based on race, ethnicity, religion, color, sex, age, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other basis prohibited by law. In order to create a safe and respectful environment, discrimination and harassment of any sort is prohibited in RWA.

- c) Minimum Member Requirements. To be eligible to receive a charter, the Chapter must have a minimum of five (5) voting Chapter members and must maintain such minimum for the duration of this Agreement. Failure to comply with any requirements to receive a charter will result in the revocation of the charter upon written notice by RWA to the Chapter.
- d) Term. The Term of this Agreement shall commence on the Effective Date shall renew for additional one-year terms until terminated by RWA or by the Chapter pursuant to the conditions of this Agreement. The conditions of this Agreement may be revised from time to time by mutual agreement of RWA and the Chapter.
- e) Nonprofit Corporate and Tax-Exempt Status. Chapter shall be and remain incorporated as a nonprofit corporation in good standing in its jurisdiction of incorporation at all times and shall be and remain exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code. Chapter shall advise RWA within thirty (30) days if its good standing status as a nonprofit corporation or federal tax-exempt organization changes. Chapter shall comply with all requirements of RWA's IRS Group Exemption, such requirements which will be communicated to Chapter by RWA (e.g., to maintain Bylaws consistent with the Model Bylaws, annual reporting to RWA of certain key information, compliance with the requirements for Section 501(c)(6) tax exemption); if Chapter has obtained its own recognition of its federal tax-exempt status, this requirement shall not apply to it. Chapter warrants that it shall make all required federal and state filings, such as annual state corporate reports and federal and state tax filings, including but not limited to the IRS Form 990.
- f) Termination
 - i) Any Chapter member may bring forward a termination vote to the Chapter membership along with a signed petition to dissolve or disaffiliate. Such petition must be signed by twenty percent (20%) of the voting members of the Chapter stipulating the reason for the dissolution or disaffiliation.
 - ii) Dissolution. This Agreement shall terminate upon dissolution of the Chapter. The Chapter shall pay any debts of the Chapter and shall provide current financial documentation to RWA and transfer all remaining net assets to the RWA Chapter Assistance Fund within thirty (30) days of dissolution.
 - iii) Disaffiliation and Failure to Maintain Tax Exemption. This Agreement shall terminate upon the disaffiliation of the Chapter from RWA and where the Chapter does not remain incorporated as a nonprofit corporation in good standing which is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code. The Chapter shall pay any debts of the Chapter and shall provide current

financial documentation to RWA and transfer all net assets to the RWA Chapter Assistance Fund within 30 days of disaffiliation.

- iv) Disaffiliation While Maintaining Federal Tax Exemption. This Agreement shall terminate upon the disaffiliation of the Chapter from RWA and where the Chapter remains incorporated as a nonprofit corporation in good standing which is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code. The Chapter shall pay any debts of the Chapter and shall provide current financial documentation to RWA and transfer twenty-five (25%) percent of net assets to the RWA Chapter Assistance Fund within 30 days of disaffiliation.

- v) Chapters must provide thirty (30) days' prior written notice via certified mail to the RWA National Office that a dissolution or disaffiliation vote is scheduled by the Chapter's Board of Directors. The letter must include the petition showing the required number of signatures to trigger the scheduled vote. The Chapter's Board of Directors must also schedule a teleconference meeting prior to the disaffiliation vote, with an RWA national board representative and the Chapter members (no non-members will be allowed) to address any questions or concerns members have that may influence their vote to disaffiliate or dissolve. A vote of dissolution or disaffiliation requires thirty (30) days' prior written notice sent to all Chapter members and an affirmative vote of fifty-one percent (51%) of all Chapter members eligible to vote. The Chapter must then report the results to RWA of such vote within twenty-four (24) hours.

- vi) Revocation of Charter. The charter granted by RWA to the Chapter hereunder shall remain in full force and effect unless and until revoked by RWA or surrendered by the Chapter in accordance with this Section (f). RWA, through its Board of Directors, shall have the authority to revoke the charter of the Chapter, or to take other lesser actions in lieu of revocation, such as suspension or other penalty, if membership of the Chapter falls below required number of voting members or the Board of Directors determines that the conduct of the Chapter is in breach of any provision of this Agreement. Any decision by RWA to revoke the Chapter's charter shall be initiated by sending written notice to the Chapter specifying the grounds upon which the revocation or other action is based; provided, however, that RWA shall provide the Chapter with sixty (60) days from the date of such notice to cure any alleged breach of this Agreement. In the event that RWA determines, in its sole discretion, that the Chapter has not corrected the condition leading to RWA's decision to revoke the Chapter's charter, RWA shall so notify the Chapter in writing. RWA's decision shall become final unless, within thirty (30) days of its receipt of written notice from RWA, the Chapter delivers to RWA a written notice to appeal such determination. Upon the filing of such an appeal notice, the Chapter shall have the opportunity to present its case, by written communication, in person, or through virtual means as determined solely by RWA, to the Board of Directors of RWA pursuant to the applicable rules or procedures prescribed by RWA's Board

of Directors. The decision of RWA's Board of Directors upon such appeal shall be final and not subject to further appeal. If a Chapter Charter is revoked, the Chapter shall follow the procedures for either a dissolution or disaffiliation under section 1 (e) of this Agreement.

- vii) RWA Chapter Assistance Fund. Any funds distributed to RWA from a terminated chapter shall be placed in the RWA Chapter Assistance Fund. Those funds shall be set aside for a two-year period to support new chapters affiliating with RWA.
- viii) Authorized Activities. Consistent with the RWA Mission, the Chapter may conduct the following activities within its Territory: education, conferences, writing contests, author signings, networking, social activities, and such other activities in furtherance of the RWA Mission, as defined in the RWA Bylaws, and the mission of the Chapter, and as further stated in policy and/or agreed upon in writing by RWA.

- g) Membership. Members of the Chapter also must be members in good standing of RWA. The Chapter agrees to terminate the membership of any member who fails to abide by the terms of membership in RWA. The terms and conditions of membership in RWA and in the Chapter shall be determined exclusively by RWA. RWA shall collect all RWA membership dues from members. The Chapter shall collect its membership dues directly from its members through the RWA national chapter portal.

2) Obligations of RWA. RWA commits to the following:

- a) Including the Chapter in RWA's group exemption with the Internal Revenue Service ("IRS") and maintaining the permanent address for the Chapter with respect to the IRS.
- b) Dedicating ~~support~~ staff hours to maintain and enhance the relationships between RWA and the Chapter.
- c) Providing education, current training, information, tools, resource databases, and consultation that enable the Chapter leaders to successfully promote the shared mission of RWA and the Chapter. RWA will review and update the materials on an annual basis.
 - i) DEIA, conflict management, and new board member training shall be offered on a yearly basis for all new incoming board members.
 - ii) Host Quarterly chapter leadership meetings either via teleconference or in person at conferences, for networking with a focus to connect leaders, to pass along important information, and to create a sense of community.
- d) Promoting the programs, products and services of the Chapter, to the extent that such programs, products and services are in furtherance of the RWA Mission.

- e) Listing the Chapter on RWA's website.
- f) Providing the Chapter with prospects for formation and/or promotion of the Chapter's events and programs across all of RWA's platforms.
- g) Work with the Chapter to temporarily alleviate any burdens this Agreement or the RWA Bylaws impose on the Chapter, as determined by a vote of the RWA Board of Directors in their sole discretion.

3) Obligations of the Chapter. The Chapter commits to the following:

- a) Corporate and Tax-Exempt Status. The Chapter warrants that it is, and will remain, incorporated as a nonprofit corporation in good standing which is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code. The Chapter acknowledges that it is responsible for any sales or use tax that is incurred in connection with Chapter events, conferences and/or other programs or activities.
- b) Compliance with Laws. The Chapter warrants that it is, and will remain, in full compliance with all applicable laws, regulations, and other legal standards that may affect its obligations under this Agreement. Further, the Chapter warrants that it shall maintain at all times all permits, licenses and other governmental approvals that may be required. The Chapter warrants that it shall make all required filings, such as annual corporate reports and tax which may affect the Chapter's corporate or tax status.
- c) Requirement to adopt Model Chapter Bylaws and RWA Code of Ethics.
- d) Recordkeeping, Reporting and Inspection. The Chapter shall maintain all records related to its corporate and tax-exempt status and shall forward to RWA copies of its Articles of Incorporation and Bylaws within thirty (30) days of the Effective Date of this Agreement. In addition, the Chapter shall immediately forward to RWA any adverse notices or other correspondence received from any governmental agency (e.g., IRS, state Secretary of State or corresponding agency). The Chapter shall maintain reasonable records, either physical or electronic, related to all of its programs, activities and operations consistent with Exhibit A, RWA's Record Retention Policy By March 31 annually, and upon request by RWA, the Chapter shall submit written reports to RWA summarizing its programs, activities and operations, including but not limited to budget and financial statements. Upon written request of RWA and at RWA's expense, the Chapter must supply RWA or RWA's designated agent the opportunity to review appropriate records of the Chapter pertaining to its programs, activities and operations. Alternatively, the Chapter shall send to RWA copies of such records.

- e) Meetings of the Chapter Board of Directors. The Chapter will conduct its governance in conformity with the provisions set forth in Exhibit B, Governance Requirements.

- f) Programs and Activities. The Chapter shall endeavor to sponsor and conduct programs and activities that further the RWA Mission, consistent with the requirements for organizations exempt from taxation under Section 501(c)(6) of the Internal Revenue Code. The Chapter shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. The Chapter shall endeavor to use, to the extent possible, materials available through RWA in support of such programs and activities, and shall send to RWA on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that the Chapter intends to sponsor or conduct. RWA may, at its sole discretion, send representatives to observe such programs and activities.

- g) Chapter Finances.
 - i) All Chapter funds must be deposited in an account designated by the Chapter's Board of Directors, and the Chapter shall adopt and maintain an acceptable accounting system with appropriate checks and balances to safeguard chapter funds in accordance with Exhibit C, Required Chapter Financial Practices.

- h) Other Obligations:
 - i) The Chapter shall not accept as a member any person who is not a member of RWA.

 - ii) The Chapter should make members aware that the Chapter's dues and/or program fees are not deductible as a charitable contribution, but may qualify as a business expense.

 - iii) The Chapter shall promote and encourage the use of RWA programs, products and services to the Chapter's members.

 - iv) On an annual basis, the Chapter shall provide RWA with an updated list of officers and members prior to the start of Chapter's fiscal year.

 - v) The Chapter shall not hold any events that conflict or compete with RWA's annual conference, as determined in the sole discretion of RWA.

 - vi) The Chapter shall maintain an updated roster in its RWA database Community.

- vii) The Chapter will secure a P.O. Box as a permanent mailing address or use the RWA national address, unless prohibited by state law.
- viii) Board members are required to be present for ALL training/meetings that are deemed mandatory, or for meetings not required for all board members, at least one representative from the chapter board MUST be present.
- ix) The Chapter Board members must join the leadership forum and are responsible for checking the forum regularly for news, correspondence, new resources, and to interact with other chapter leaders.

4) Intellectual Property and Confidential Information.

- a) Limited License. In accordance with RWA's non-exclusive grant to the Chapter to be a Chapter in the Territory or special interest area, the Chapter is hereby granted a limited, revocable, non-exclusive license to use (i) the name "Romance Writers of America," acronym "RWA," logo of RWA, and other RWA trademarks, service marks, trade names, and logos (hereinafter collectively referred to as the "RWA Marks"); (ii) RWA's membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of RWA located within the Territory (hereinafter collectively referred to as the "Membership List"); and (iii) all copyrighted or proprietary information and materials provided by RWA to the Chapter during the Term of this Agreement (hereinafter referred to as the "Proprietary Information") (the Marks, Membership List, and Proprietary Information are hereinafter collectively referred to as the "Intellectual Property") in or in connection with the Chapter's name, acronym and logo and for other official Chapter-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines or agreements attached hereto, otherwise incorporated herein, or subsequently provided to the Chapter by RWA. Membership Lists are only made available after a Confidentiality Agreement has been signed and returned to RWA.
- b) The Intellectual Property is and shall remain at all times the sole and exclusive property of RWA. The Intellectual Property may be used by the Chapter if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by the Chapter to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by RWA. Failure to comply, whether willful or negligent, also may result in the suspension or revocation of the charter of the Chapter by RWA. The

interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by RWA in its sole discretion.

- c) RWA's logo may not be revised or altered in any way and must be displayed in the same form as produced by RWA. The RWA Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of RWA. In the event of revocation of the charter or disaffiliation, all use of RWA's Intellectual Property is immediately revoked and the Chapter must cease from any further use of the Intellectual Property.
- d) The Intellectual Property must be used by the Chapter in a professional manner and solely for official Chapter-related purposes. The Chapter shall not permit any third party to use the Intellectual Property without RWA's prior express written approval. The Chapter shall not sell or trade the Intellectual Property without RWA's prior express written approval. Notwithstanding the foregoing, the Intellectual Property may not be used for individual, personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of RWA, discredits RWA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between RWA and the Chapter, including but not limited to the fact that the Chapter is a separate and distinct legal entity from RWA.
- e) The Chapter shall maintain the confidentiality of the Membership List and shall 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 RWA.
- f) In any authorized use by the Chapter of the Intellectual Property, the Chapter shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law, the laws of the Territory, and any other guidelines that RWA may prescribe.
- g) RWA shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. RWA reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that the Chapter's use thereof is not in strict accordance with the terms and conditions of this limited and revocable license.
- h) Use of the Intellectual Property shall create no rights for the Chapter in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of use of the Intellectual Property by the Chapter shall terminate immediately upon the revocation, surrender or other termination of this Agreement. The Chapter's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

- 5) Confidential Information. The parties shall maintain the confidentiality of all of the confidential and proprietary information and data (“Confidential Information”) of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party’s Confidential Information without such other party’s consent. Each party’s Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (i) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party’s confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement. For the avoidance of doubt, membership rosters and contest submittals are considered Confidential Information.

- 6) Relationship of Parties. The relationship of RWA and the Chapter to each other is that of independent legal entities. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that the Chapter is an agent of RWA.

- 7) Indemnification. Each party agrees to indemnify, save and hold harmless the other party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees and expenses), and liabilities of every kind and character whatsoever (a “Claim”), which may arise by reason of (i) any act or omission by the party or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, shareholders or agents, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by the parties in this Agreement. This indemnity shall require the parties to provide payment of costs and expenses to the other party as they occur. RWA shall promptly notify Chapter upon receipt of any Claim that may impact Chapter. Chapter shall promptly notify RWA upon receipt of any Claim and shall grant to RWA the sole conduct of the defense to any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

- 8) Miscellaneous.
 - a) Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all

prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

- b) Warranties. Each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- c) Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- d) Arbitration. Any and all disputes arising under this Agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of Texas. Neither party shall have any right to bring an action relating to this Agreement in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.
- e) Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Texas. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Texas. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of Texas.
- f) Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
- h) Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

- i) Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- j) Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- k) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
- l) Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by facsimile or electronic mail, by certified mail or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, emailing or faxing of such notice, to the following addresses:

If to RWA:

Romance Writers of America
5315-B Cypress Creek Parkway, #111
Houston, TX 77069
Attn.: Executive Director
Telephone:
Email Address:

If to the Chapter: *Contact person and title, telephone, and email address*

Attn.: Chapter President
Telephone:
Email Address:

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

Name of Chapter: _____

President of Chapter, signing on behalf of Chapter

Signature: _____

Date: _____

President of RWA Board of Directors, signing on behalf of RWA

Signature: _____

Date: _____

Exhibit A

Chapter Record Retention Schedule

ITEM	Retention Period
RWA-Specific Items	
Chapter Affiliation Agreement	Permanent
Chapter Charter Information, Articles of Incorporation (Certificate of Formation) and Bylaws	Permanent
Board of Directors Meeting Minutes	Permanent
Historical Records, including officer rosters, newsletter, program announcements	Permanent
General Accounting Records	
General Ledger	Permanent
End-Of-Year Financial Statements	Permanent
Budget Data	3 Years
Cash Receipts Book	5-7 Years
Cash Disbursements Books	5-7 Years
Audit Reports	5-7 Years
Fixed Assets Records	Permanent
Bank Statements, Cancelled Checks, and Signature Cards	5-7 Years
Paid Invoices	4 Years
Officer Expense Reports	4 Years

Tax Records

Withholding Tax Statements (W-2s, W-3s)	7 Years
Payroll Tax Returns	5 Years
Federal and/ or State Income Tax Returns	Permanent

General Administrative Items

Contracts & Leases (after termination)	7 Years
Postage Meter Record Book	1 Year
General Correspondence, including email, can be kept electronically or hard copy	18 Months
Membership applications	3 years
Invoices to members and customers	7 years
Insurance Policies (expired)	3 years

Note: In addition, RWA recommends that permanent files be scanned and saved to the chapter's File Library in myRWA.

Exhibit B

Governance Requirements:

Meetings of the Chapter Board of Directors

The Chapter must comply with the laws of the state where the chapter is incorporated in regard to chapter governance. Unless otherwise required by the laws of the state of incorporation, Chapters are subject to these additional governance requirements:

1. **Meetings.** the Chapter Board of Directors shall meet at such time, date, and place agreed to by a majority of the Board, but no less than [four] times per year. To the extent permitted by the laws of the state of incorporation, directors may participate in any meeting of the Board of Directors by means of conference telephone or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, but only if each Director participating in the meeting can communicate concurrently with each other participant, or without a meeting by unanimous written consent.
2. **Notice.** Notice of all meetings of the membership shall be given to each member of record entitled to vote at each such meeting personally, by mail, or by electronic message not less than 30 days and not more than 60 days before the date of such meeting. Each such notice shall include the time, date, place, and (if any matters may require a member vote) the matters on which members may vote.
3. **Minutes.** Minutes must be taken and made available to RWA and Chapter members within 30 days of any meeting of the Board of Directors.

Exhibit C

REQUIRED CHAPTER FINANCIAL PRACTICES

CHAPTER FINANCES

- The Chapter Board of Directors must designate an account (or accounts) where Chapter funds will be deposited.
- The Chapter Board of Directors must adopt financial policies which conform to Generally Accepted Accounting Principles.
- A consistent, accurate accounting system that can be passed from Chapter Board to Chapter Board must be used. Updates and improvements to the accounting system may occur as necessary.
- Separation of duties and dual control must be applied to all financial functions and access.

BUDGET

- The Treasurer shall oversee the preparation of the Chapter's operating budget.
- The Board of Directors shall approve a budget each fiscal year.
- The approved budget shall be made available to the membership in a timely manner.
- The budget may be amended throughout the fiscal year by a majority vote of the Board of Directors.

REPORTS

- A current financial report containing accurate balances for all accounts shall be made available at least monthly to the Chapter's Board of Directors as well as the Chapter's members.
- A list of check/cash disbursements and check/cash receipts shall be made available at least monthly to the President and the designated officer(s).
- A monthly reconciliation for all accounts shall be prepared by either the Treasurer or designated officer and then reviewed for accuracy by the other party.

AUDIT

- An audit of the Chapter's finances must be conducted at least annually.
- The audit may be conducted by either a three-person committee appointed by the Board of Directors or, if so voted by a majority of the Board of Directors, by a professional.

IRS AND STATE INFORMATION AND TAX RETURNS

The Chapter must comply with current IRS and state requirements for tax-exempt organizations. All necessary federal and state information and tax returns must be filed by the requisite due date(s). If requested, RWA staff will assist in determining which forms are required to be filed each fiscal year.

ADJOURN: President Brett adjourned the meeting at 12:17 p.m. CT.