



**BUILDING
PEACE**

Building Peace between Juvenile Offenders and Victims

A Replicable Community Model for Restorative Justice in Kansas

Prepared in collaboration with Coneflower Consulting





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Introduction

This white paper is designed to help community leaders across the state of Kansas learn more about restorative justice mediation for juveniles. Building Peace, a 501c3 nonprofit organization providing mediation services in Douglas County, Kansas, provides a model for the ways in which communities can develop the infrastructure, skill sets, and relationships needed to successfully begin providing restorative justice mediation services for juvenile offenders and their victims. By working with the District Attorney's office, local law enforcement, area school districts, and community behavioral health organizations, Building Peace has succeeded in making restorative justice mediation a viable alternative to court involvement for Douglas County youth.

What is restorative justice?

Restorative justice is a conflict resolution practice that can be used outside of the criminal justice system or in tandem with it to prioritize building a sense of community and healing over individual punishment. Restorative justice seeks to address the harms victims have encountered and to repair the relationship between victims and offenders.

Why restorative justice for youth?

Restorative justice mediation has specific benefits for juvenile offenders, their victims, and the community at large. It has been shown to reduce recidivism rates and other negative outcomes for juvenile offenders¹ and to lead to decreased post-traumatic stress for victims.² Victims who participate in restorative justice programs also report an increased sense of fairness compared to those whose cases are handled by the traditional criminal justice system.³ The Washington State Institute for Public Policy estimates that Juvenile Restorative Justice programs can save the average taxpayer \$330 per juvenile participant.⁴

Developing a Community Model

Building Peace was established as a 501c3 nonprofit organization in 2021 to provide restorative justice mediation services in Douglas County, Kansas. It was founded by a group of five Kansas Supreme Court approved mediators: Lyle Seger, Nancy Kelley, Lisa Larsen, Dave Mathis, and Verdell Taylor, who made up the nonprofit's initial board of directors.

With extensive interest and training in restorative justice mediation, Seger was working for the Center for Conflict Resolution (CCR) in Kansas City, Missouri and hoped to form a satellite office between the Kansas Institute for Peace and Conflict Resolution (KIPCOR) and CCR, but when this did not move forward, Seger decided it would be best to create a new restorative justice organization for Douglas County. Through discussions with KIPCOR and Douglas County District Attorney Charles Branson, Seger started developing a relationship with the District Attorney's Office in 2020.

When District Attorney Suzanne Valdez took office in 2021, Seger initiated discussions with the new District Attorney about the program and how it could fit with the goals of the DA. In 2022, Building Peace and the District Attorney began the process of working to develop a memorandum of understanding (MOU) with the District Attorney's Office to start providing restorative justice mediation to select juvenile cases that the court deemed appropriate for diversion. The MOU was finalized in February of 2023.

Since the MOU was formalized, the Douglas County District Attorney's Office has referred 34 cases involving juvenile offenders to Building Peace, and Building Peace has successfully mediated 24 of them (10 are still pending). Each of these 34 cases involves at least one juvenile offender, at least one victim, and, on average, two family members of the juvenile offender, resulting in a total of at least 136 directly impacted individuals.

A pre- and post-survey of juvenile offenders and their victims who participated in Building Peace restorative justice mediation between July 2023-July 2024 showed a 40% increase in offenders' empathy with their victims over the course of the mediation process and a 37.5% increase in victims' empathy with their offenders over the course of the mediation process.

"Having a relationship with the DA makes all the difference.

The more streamlined you can make things for the DA, the easier the relationship."

Nancy Kelley

Mediator at Building Peace

Key Players

In addition to a strong partnership between a nonprofit organization and a district attorney's office, a restorative justice mediation program for juvenile offenders requires other important key players:

Mediators

Mediators trained in restorative justice practices and specifically trained to work with juvenile offenders are essential to the restorative justice process. In Kansas, mediators, or dispute resolution providers, must apply to be approved by the Kansas Supreme Court in accordance with [Rule 911](#).⁵

To become a core mediator, in other words, to mediate disputes including neighborhood, community, small claims, and other similar matters, applicants must complete 16 hours of approved core mediation training. To become a parent-adolescent mediator, the applicant must be an approved core mediator and complete 16 hours of approved parent-adolescent mediation training. To become a juvenile-dependency mediator, the applicant must be an approved core mediator; complete 24 hours of approved juvenile dependency mediation training; and meet one of the following requirements:

- have a bachelor's degree or higher in psychology, social work, marriage and family therapy, conflict resolution, or another behavioral science substantially related to family relationships;
- have a juris doctor degree with experience in the field of juvenile law or family law;
- be an approved domestic or parent-adolescent mediator with at least three years of experience in mediation, counseling, psychotherapy, social work, or any combination thereof, preferably in a setting related to juvenile dependency court or domestic relations; or



- have status as a court services officer practicing in juvenile dependency court.

The Kansas Judicial Branch keeps a [calendar of upcoming approved trainings for mediators and mentor mediators](#) online.⁶

In addition, according to Rule 911, mediators must “complete an approved practicum under [Rule 915](#) in the area for which the applicant received approved mediation training.⁷ The practicum must be overseen by a Court-approved mentor mediator (an experienced, approved mentor qualified to supervise newly trained mediators and satisfy the co-mediation requirement for the Kansas Supreme Court approval process), and completed within one year of completing the relevant training requirement.” The Supreme Court application for new mediators can be found [here](#), must be renewed annually, and requires a \$50 application fee.⁸

“The NAB achieved an unequivocally superior outcome than what would have resulted in the traditional criminal justice system”

Kate Brubacher Murphy
Legal Researcher

Neighborhood Accountability Boards (NABs)

Neighborhood Accountability Boards are panels of community members who address the harm done to the larger community and help to adjudicate fair and appropriate next steps for offenders to take in order to restore justice.

Similar approaches have been known by a variety of names in different jurisdictions, including “youth panels, reparative boards, or community accountability boards (among others).”⁹ Courts in the United States began integrating these panels into their restorative justice practices in the 1990s, with the earliest examples of the practice being the usage of restorative panels for adult offenders in Great Falls, Montana and Boise, Idaho in 1994.

Today, NABs are most commonly made up of volunteer community members who receive special training in order to represent the best interests of their community through board participation. NAB training is provided by [Building Peace](#), the [Topeka Center for Peace and Justice](#) in Topeka, [OVM](#) in Newton, Kansas as well as the [Center for Conflict Resolution](#) in Kansas City, Missouri.

In 2000, the Vermont juvenile justice authority introduced the first-known usage of restorative panels for youth offenders.¹⁰ In 2016, Prosecutor Jean Peters Baker implemented a restorative justice process in Kansas City, Missouri that resembles Building Peace’s in Lawrence—the victim-offender dialogue process happened

outside of the courts and charges were to be dropped if the offender complied with the terms of the agreement. Analyzing one felony-level case that used an NAB, legal researcher Kate Brubacher Murphy concludes that:

The NAB achieved an unequivocally superior outcome than what would have resulted in the traditional criminal justice system. The State saved resources, public safety was not threatened, the defendant had to take accountability for his actions and work to make them better, and the victim felt satisfied with the outcome. But those gains were achieved only because the Jackson County Prosecuting Attorney exercised broad discretion and was willing to take considerable political risks for a small program.¹¹

By bringing the perspective of the larger community to bear on each case, NABs play an integral role in the restorative justice process.

Victims Interested in Participating in the Process

In order for restorative justice mediation to occur, victims must be willing to participate in the process. Understandably, it can be hard for victims to choose to interact with their offenders, and cases involving violence, sexual assault, or hate crimes may be unsuitable for the restorative justice process without specialized training.

That said, many victims find value in being able to confront their offenders, share their stories, and learn what motivated the offender to commit harm in the first place. Victims are able to narrate their experience and share what would make them feel better—whether that’s a simple apology, acts of community service, or something else. By opening up a channel of communication between the victim and the offender, restorative justice allows for more meaningful resolutions to conflict than are often possible through the court system.



Case Study

While not specifically involving juveniles (defined as individuals ages 0-17), the following case study demonstrates the power that restorative justice mediation can have on young adult offenders and the communities they have harmed. It also details the first case that was referred to Building Peace by the Douglas County Attorney's Office.

In the fall of 2021, "Native Hosts," an art installation by indigenous artist Hock E Aye Vi Edgar Heap of Birds on display at the Spencer Museum of Art in Lawrence, Kansas, was subject to vandalism and theft. The installation consisted of five metal panels presenting the names of the Kaw, Potawatomi, Ioway, Ne Me Ha Ha Ki and Kickapoo tribes. On each sign, the colonial name (e.g., Kansas) appears backward, while the indigenous name is printed forward. The piece is intended to remind viewers of the displacement of indigenous peoples and spark conversation around topics such as native sovereignty and colonial dispossession.

In September 2021, four of the five panels were damaged by vandals. A few weeks later, the fifth panel was stolen by two young adult males, both aged 23. In an initial interview with the University of Kansas Police Department (KUPD), the young men admitted to being intoxicated during the theft and said they would not have taken the panel if they had understood the meaning behind it. They simply liked the sign because it had the word Kansas on it.

Both young men were charged with felonies in October 2021, but District Attorney Suzanne Valdez offered the young men the option of a diversion, meaning their charges would not remain on their permanent record as long as they completed a restorative justice program. Valdez then invited the Building Peace team to meet with her staff to discuss handling the theft as their first case.



Tim Carpenter/Kansas Reflector



Ryan Waggoner, Spencer Museum of Art, University of Kansas

The Spencer Museum and the University of Kansas First Nations Student Association (FNSA) agreed to participate in a direct victim-offender dialogue in conjunction with the District Attorney's Office and Building Peace. Part of the process included a restorative justice circle facilitated by Building Peace, an outcome of which was that the offenders issued public apologies in front of the museum, with representatives from the Spencer Museum and the FNSA present. In addition to the public apology, the offenders, under the guidance of FNSA leaders, participated in an extensive education process which included reading and writing essays and delivering a presentation at the local powwow the following spring.

Building Peace founder, Lyle Seger, noted that the initial meeting with the offenders was quite tense, but by the end of the restorative justice process, the FNSA students and offenders were interacting amicably about what their next steps would be. In addition, upon completing mediation, one of the offenders joined the Neighborhood Accountability Board and went on to support and advocate for the FNSA students.

In a statement shared by his attorney, one of the offenders said he was "extremely grateful for the opportunity to work with Building Peace along with great individuals with the First Nations Student Association (FNSA)" and that he was "working hard to repair the damage that was done by [his] actions."

"The initial meeting with the offenders was quite tense, but by the end of the restorative justice process, the FNSA students and offenders were interacting amicably about what their next steps would be."

Lyle Seger

Mediator at Building Peace

Founding Mediators



Nancy Kelley

With a background in teaching, Nancy has a strong affinity for youth and families. When small claims court shut down during the Covid-19 pandemic, she wanted to find a way to bring mediation to Douglas County, and collaborated with her colleagues to form Building Peace. Nancy specializes in serving juvenile offenders and people from impoverished backgrounds, and believes that restorative justice is the best way to create safe, connected and thriving communities long term.

“The biggest reason for doing this is creating community. We want people to feel safe and to live their lives so they have dignity. People make mistakes, they’re just human. We want to work with them to recognize what they did and help them become stronger community members. When people see a new way to handle conflict, they may be able to carry that forward.”



Lisa Larsen

Lisa Larsen got her start in mediation settling landlord-tenant disputes, where she met fellow board members Nancy and Lyle. Together, they saw a need for a new approach to the justice system, and worked together to form Building Peace. Lisa works closely with Neighborhood Accountability Boards and believes restorative justice should be accessible to all, regardless of income level.

“I think it’s important that mediation be offered and available to all levels of income. A lot of people need support to resolve conflict without getting legally entangled. It’s vital that Building Peace stay a nonprofit to help them.”



Dave Mathis

Five years ago, Dave started volunteering with Offender-Victim Ministries (OVM) in Newton, Kansas, where he became enthralled with restorative justice and mediation. Since receiving training as a mediator from Johnson County Community College’s Core Mediation program, his work has centered on parent-adolescent conflict resolution. Dave believes that we have an opportunity to change the trajectory of an individual’s life by introducing a thoughtful pause and making sure we are truly in dialogue with one another.

“The art of mediation is to realize, I don’t have to walk in thinking I have to convince anyone of anything. The art of mediation is asking, repeating questions, and listening very intently for the course of the dialogue to fall out of the sky.”



Lyle Seger

After serving as a United Methodist pastor for 35 years, Lyle felt called to expand the scope of his service to include restorative justice. He worked for the Center for Conflict Resolution in Kansas City and as a mediator in the school system before deciding to create Building Peace in Lawrence. Lyle believes that victims need an opportunity to tell their story in order to heal, and restorative justice allows both victim and offender to address the wrong and decide what the restitution will be, which builds stronger, healthier communities.

“The Court System does not bring satisfaction to victims—the victim never gets to tell their story or ask questions, and they can’t heal. In a restorative justice process, the person harmed gets to say ‘this is what I need from you to move on’ and the offender has to take accountability and has to be able to state that to the person they harmed. This allows the victim to feel like the incident that binds these two people together has some redemptive quality.”



Verdell Taylor

As a former pastor at Lawrence’s historic St. Luke AME Church, Verdell values listening to all sides and really taking the time to walk in another person’s shoes. Verdell believes that restorative justice gives people a chance to understand how their actions affect others, and to connect from the heart. Today, Verdell provides mediation services through Building Peace while also serving as the Inclusion, Diversity, and Equity Manager at Lawrence Memorial Hospital.

“Listen from your heart. Listen from another person’s point of view. Listen from wearing someone else’s shoes.... That is how justice is restored.”

Partnerships for Sustainability

As Building Peace continues to expand, it is taking steps to ensure its sustainability into the future. Key actions to promote sustainability include recruiting new board members to focus on a long range vision for the viability of Building Peace, as well as fundraising and grant writing; investing in administrative staff to help facilitate communications, scheduling, and evaluations; refining the organization's web presence and digital marketing; and increasing partnerships. Key partnerships for sustainability include:

School Districts

A natural extension from mediating between juveniles and offenders through a partnership with the court system is mediating between juveniles and other juveniles and/or adults in the school system. Building Peace is working to develop a memorandum of understanding with area school districts in order to help resolve student-student conflict, student-teacher conflict, and, as needed, parent-adolescent conflict. Restorative justice facilitation in schools has been shown to improve students' academic achievement and reduce suspension rates. "Schools that increased use of restorative practices saw a decrease in schoolwide misbehavior, substance abuse, and student mental health challenges, as well as improved school climate and student achievement."¹²



Behavioral Health and Social Service Organizations

Additionally, behavioral health organizations, like community mental health centers, and social service organizations, like children's shelters and youth foster agencies, can be important sources of referrals for mediators working with juveniles.

Developing annual contracts with these organizations can help these nonprofits budget for mediation services in advance while ensuring a steady stream of referrals for restorative justice nonprofits.



Mediation Centers

As Building Peace grows, it is continuing to look for Supreme Court approved mediators to meet area demand. Although Building Peace has now developed an in-house training program for both new mediators and Neighborhood Accountability Board members with Nancy Kelley, Dave Mathis, and Lyle Seger having received Court approval, it is still important for them to build and maintain relationships with mediation centers across the state that provide training and continuing education in both mediation and restorative justice practices. In addition to ensuring Building Peace's

mediators continue to build their skills and their professional networks, such connections enable the State of Kansas to increase its already robust community of restorative justice practitioners and to begin to make restorative justice a more common statewide practice.

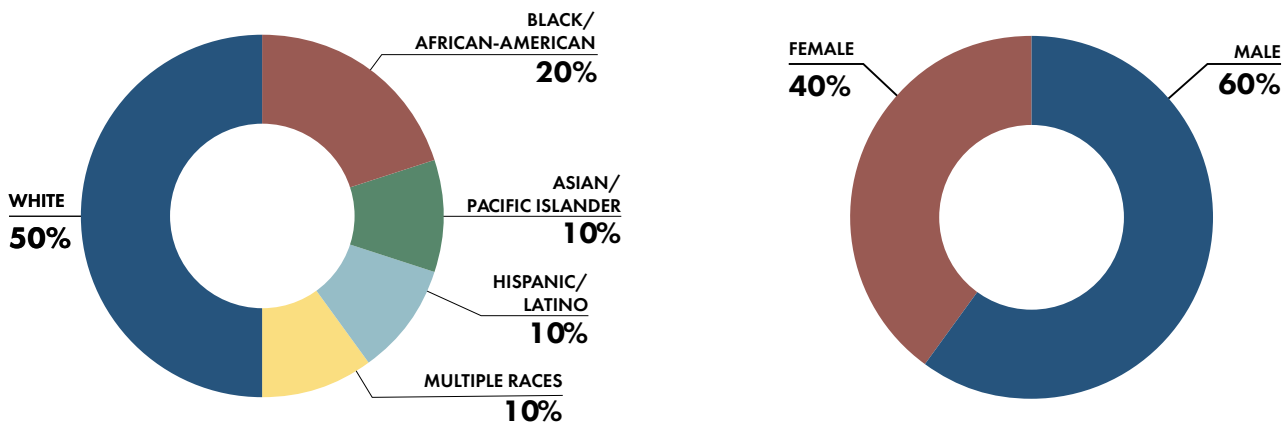
Evaluation

In 2023, Building Peace received an Access to Justice grant from the Kansas Supreme Court that allowed them to conduct detailed evaluations of mediated sessions. Working with Coneflower Consulting, Building Peace created pre- and post-mediation surveys for victims and juvenile offenders, and a survey for Neighborhood Accountability Board members to learn about their experiences with mediation. These are distributed by QR code and email before and after mediation.

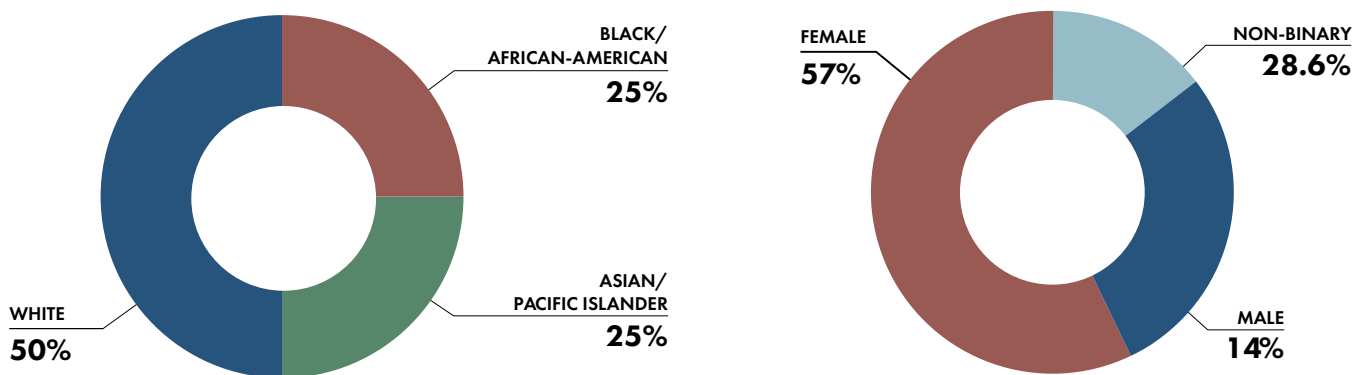
Demographics

Demographic data collected by these surveys demonstrated that survey respondents represented diverse backgrounds; half of the participating juveniles were from racial minorities, and half of the Neighborhood Accountability Board members were from racial minorities. Additionally, over half of the juvenile offenders were male. The Douglas County Neighborhood Accountability Board is 57% female, 28.6% male, and 14.3% non-binary.

Juvenile Offenders



Neighborhood Accountability Boards

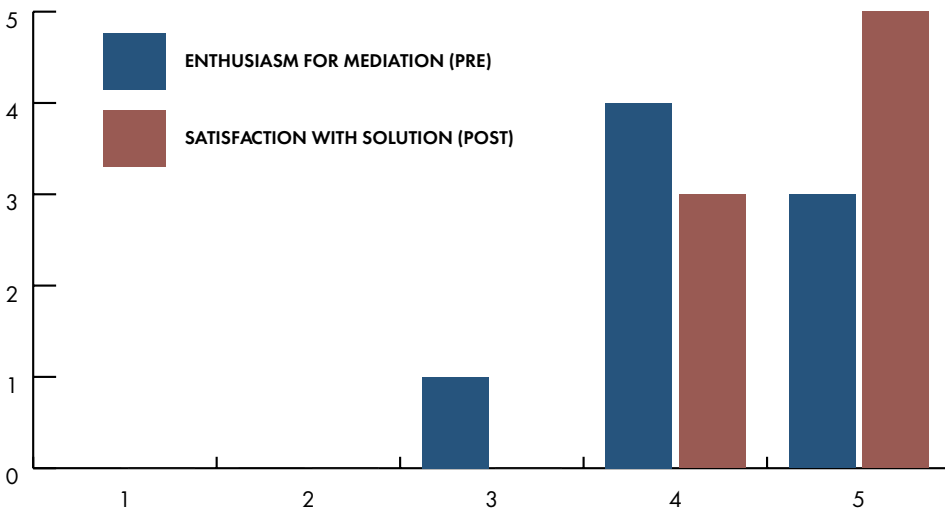


Satisfaction

The surveys demonstrated that while victims are more motivated to participate in mediation, offenders are ultimately slightly more satisfied with the outcomes of the mediation process. Before mediation had begun, victims, on a scale from 1-5 with 1 being “very unmotivated” and 5 being “very motivated,” reported being more motivated to participate in mediation (4.25 average rating) than offenders (4.1 average rating). However, after mediation, offenders, on a scale from 1-5 with 1 being “very dissatisfied” and 5 being “very satisfied,” reported being slightly more satisfied with the mediation outcome (4.7 average rating) than victims (4.63 average rating).

Motivation to find a solution associated with Satisfaction with the solution reached

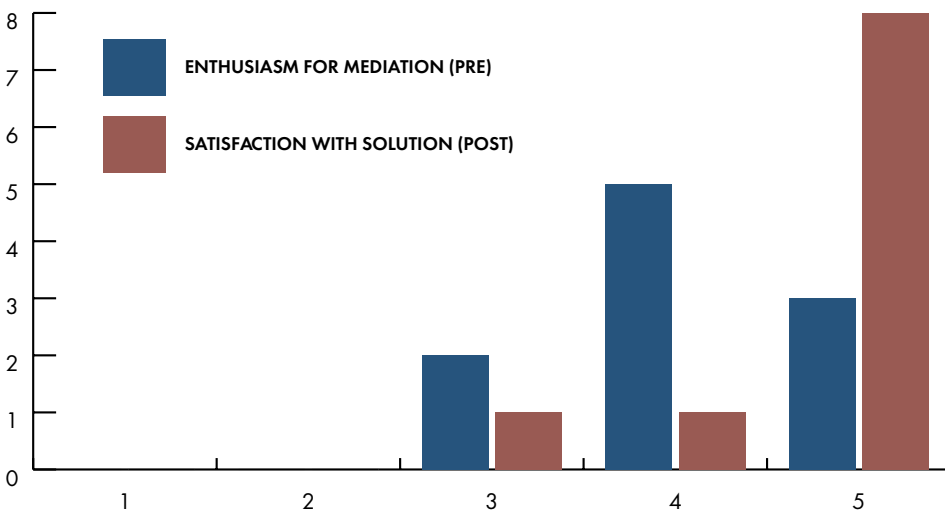
VICTIMS



PRE:
Rate your feeling about participating in mediation, with 1 being “very uninterested” and 5 being “very enthusiastic.”?

POST:
How satisfied do you feel with the mediation process as a whole, with 1 being “very dissatisfied” and 5 being “very satisfied.”?

JUVENILE OFFENDERS



PRE:
Rate your feeling about participating in mediation, with 1 being “very uninterested” and 5 being “very enthusiastic.”?

POST:
How satisfied do you feel with the mediation process as a whole, with 1 being “very dissatisfied” and 5 being “very satisfied.”?

Empathy

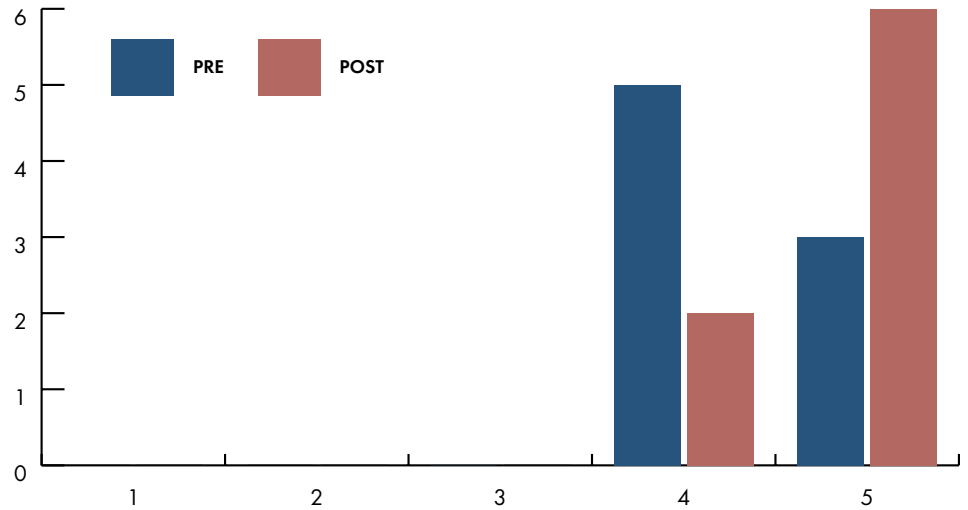
The surveys for both victim and juvenile offenders indicated that mediation has a positive effect on empathy. After mediation, all victims ranked their empathy with the offender as either a 4 or a 5 on a scale from 1-5 with 1 being “very little empathy” and 5 being “very empathetic,” with 37.5% of respondents reporting an increase in empathy. Victims’ average empathy rose from 4.37 before mediation to 4.75 after. After mediation, 90% of offenders ranked their empathy with the offender as either a 4 or a 5 on a scale from 1-5 with 1 being “very little empathy” and 5 being “very empathetic,” with 40% of respondents reporting an increase in empathy. Offenders’ average empathy rose from 4 before mediation to 4.7 after.

Empathy is central to forgiveness, since it promotes seeing others as whole human beings, rather than for their individual actions.¹³ The evaluation of Building Peace suggests that restorative justice and mediation can lead to an increase in empathy and thus an increase in forgiveness.

Mediation associated with increase in empathy

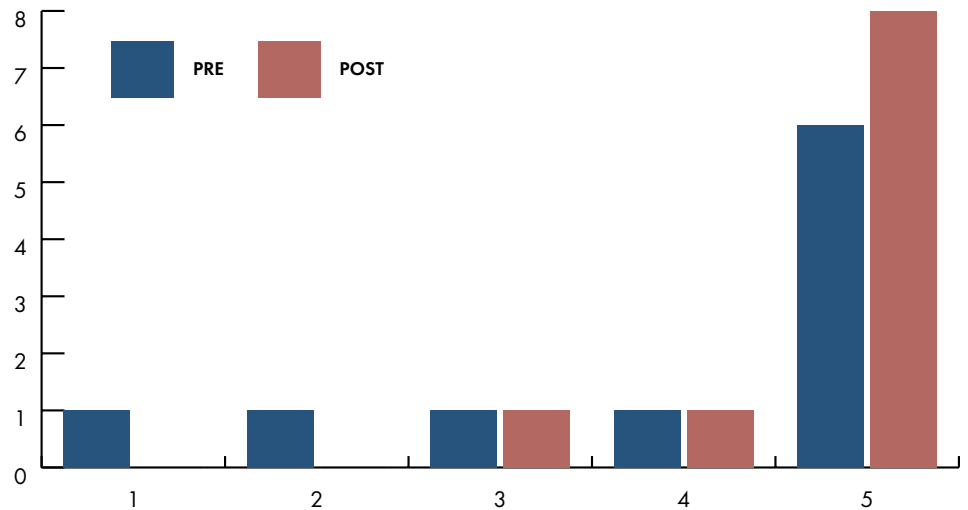
VICTIM EMPATHY FOR OFFENDER

Rate your level of empathy/ connection with the offender, with 1 being “very little empathy toward the offender” and 5 being “very empathetic toward the offender.”



OFFENDER EMPATHY FOR VICTIM

How much understanding/empathy do you have toward the victim, with 1 being “Very little empathy toward the victim” and 5 being “Very empathetic toward the victim”



Conclusion

Since its inception in 2020, Building Peace has demonstrated that restorative justice practices strengthen community trust and security, while upholding the dignity of both victims and offenders. Mediation is especially effective for juvenile offenders, as it offers them an opportunity to change their life trajectory by introducing a pause to reflect on harmful behaviors. Skills acquired through mediation have a long term impact on the individuals involved, as they are able to carry these forward to better navigate future conflicts.

“The most important thing restorative justice does is to help kids by providing [conflict resolution] resources they didn’t have before. It might sound counterintuitive to help the kid who did the harm, but that kid is doing harm because there’s something else going on—there’s some outside stressor, or their home life is not great, or they’re dealing with other traumas. If we intervene, we can help them not have to go through the court system and hopefully get on a track for a better life.”

Blue Rose

Neighborhood Accountability Board member

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Appendices

The following appendices include a number of sample documents that were useful in the formation of Building Peace. It is hoped these will be of use to other communities seeking to develop similar organizational models to increase restorative justice in their areas.

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Building Peace By-Laws

NON-PROFIT BYLAWS OF BUILDING PEACE, INC

PREAMBLE

The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of Kansas and the Articles of Incorporation of Building Peace, Inc. In the event of a direct conflict between the herein contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act of Kansas, said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of Corporation/Organization, it shall then be these Bylaws which shall be controlling.

ARTICLE 1 - NAME

The legal name of the Non-Profit Corporation/Organization shall be known as Building Peace, Inc, and shall herein be referred to as the "Corporation/Organization."

ARTICLE 2 - PURPOSE

The general purposes for which this Corporation/Organization has been established are as follows:

The purpose for which the Non-Profit Corporation/Organization is formed is set forth in the attached Articles of Incorporation

The Corporation/Organization is established within the meaning of IRS Publication 557 Section 501(c)(3) Organization of the Internal Revenue Code of 1986, as amended (the "Code") or the corresponding section of any future federal tax code. The Corporation/Organization shall be operated exclusively for/to providing mediation and conflict resolution opportunities using restorative practices that strengthen community trust and security..

In addition, this Corporation/Organization has been formed for the purpose of performing all things incidental to, or appropriate in, the foregoing specific and primary purposes. However, the Corporation/Organization shall not, except to an insubstantial degree, engage in any activity or the exercise of any powers which are not in furtherance of its primary non-profit purposes.

The Corporation/Organization shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the State of Kansas and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Corporation/Organization. At no time and in no event shall the Corporation/Organization participate in any activities which have not been permitted to be carried out by a Corporation/Organization exempt under Section 501(c) of the Internal Revenue Code of 1986 (the "Code"), such as certain political and legislative activities.

ARTICLE 3 - OFFICES

The principal office of the Corporation/Organization shall be located at 2518 Ridge Ct Unit 206, Lawrence, Kansas 66046.

The Corporation/Organization may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of the Corporation/Organization may find a need for from time to time, provided that any permanent change of address for the principal office is properly reported as required by law.

ARTICLE 4 - DEDICATION OF ASSETS

The properties and assets of the Corporation/Organization are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of this Corporation/Organization, on dissolution or otherwise, shall inure to the benefit of any person or any member, director, or officer of this Corporation/Organization. On liquidation or dissolution, all remaining properties and assets of the Corporation/Organization shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code.

ARTICLE 5 - BOARD OF DIRECTORS

General Powers and Responsibilities

The Corporation/Organization shall be governed by a Board of Directors (the "Board"), which shall have all the rights, powers, privileges and limitations of liability of directors of a non-profit corporation organized under the Non-Profit Corporation Act of Kansas. The Board shall establish policies and directives governing business and programs of the Corporation/Organization and shall delegate to the Executive Director and Corporation/Organization staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.

Number and Qualifications

The Board shall have up to 7 members, but no fewer than one (1) Board members. The number of Board members may be increased beyond 7 members by the affirmative vote of a simple majority of the then-serving Board of Directors. A Board member need not be a resident of the State of Kansas.

In addition to the regular membership of the Board, representatives of such other organizations or individuals as the Board may deem advisable to elect shall be *Ex-Officio Board Members*, which will have the same rights and obligations, including voting power, as the other directors.

Board Compensation

The Board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Sections relating to "Contracts Involving Board Members and/or Officers" as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving the Corporation/Organization in any other capacity and receiving compensation for services rendered.

Board Elections

The Governance Committee, if created, shall present nomination for new and renewing Board members board meeting immediately preceding the beginning of the next fiscal year.. Recommendations from the Governance Committee shall be made known to the Board in writing before nominations are made and voted on. New and renewing Board members shall be approved by simple majority of those Board members at a Board meeting at which a quorum is present. If no Governance Committee is created, then this duty shall fall upon another committee created for that purpose or upon the Board of Directors.

Term of Board

All appointments to the Board shall be for a term of 3 year(s). No person shall serve more than 3 consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, votes to appoint a Board member to 1 additional year(s). No person shall serve more than 10 consecutive years. After serving the maximum total number of consecutive years on the Board, a member may be eligible for reconsideration as a Board member after years have passed since the conclusion of such Board member's service.

Vacancies

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director;
- b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgment of any court to have breached a duty pursuant to the Corporation Code and/or Act of the law dealing with the standards of conduct for a director, or has missed 3 consecutive meetings of the Board of Directors, or a total of 4 meetings of the Board during any one calendar year;
- c) An increase in the authorized number of directors; or
- d) The failure of the directors, at any annual or other meeting of directors at which director(s) are to be elected, to elect the full authorized number of directors.

The Board of Directors, by way of affirmative vote of a majority of the directors then currently in office, may remove any director without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5 – Meetings that such action would be considered at the meeting.

Except as provided in this paragraph, any director may resign effective upon giving written notice to the chair of the Board, the president of Corporation/Organization, the secretary of Corporation/Organization, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective. Unless the Attorney General of Kansas is first notified, no director may resign when the Corporation/Organization would then be left without a duly elected director in charge of its affairs.

Any vacancy on the Board may be filled by simple majority of the directors then in office, whether or not the number of directors then in office is less than a quorum, or by vote of a sole remaining director. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Resignation

Each Board member shall have the right to resign at any time upon written notice thereof to the Chair of the Board, Secretary of the Board, or the Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

Removal

A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative vote of a two-thirds majority of then-serving Board members.

Meetings

The Board's regular meetings may be held at such time and place as shall be determined by the Board. The Chair of the Board or any 4 regular Board members may call a special meeting of the Board with 2 days' written notice provided to each member of the Board. The notice shall be served upon each Board member via hand delivery, regular mail, email, or fax. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, so long as it is a reasonable place to hold any special meeting of the Board.

Minutes

The Secretary shall be responsible for the recording of all minutes of each and every meeting of the Board in which business shall be transacted in such order as the Board may determine from time to time. However, in the event that the Secretary is unavailable, the Chair of the Board shall appoint an individual to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to the Corporation/Organization to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via either regular mail, hand delivered, emailed, or faxed within 15 business days after the close of each Board meeting.

Action by Written Consent

Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. The number of directors in office must constitute a quorum for an action taken by written consent. Such consent shall be placed in the minute book of the Corporation/Organization and shall have the same force and effect as a vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

Quorum

At each meeting of the Board of Directors or Board Committees, the presence of 4 persons shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the Chair of the Board shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

Voting

Each Board member shall only have one vote.

Proxy

Members of the Board shall be allowed to vote by written proxy.

Board Member Attendance

An elected Board Member who is absent from 3 consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the Corporation/Organization. The Board may deem a Board member who has missed 3 consecutive meetings without such a reevaluation with the Chair, to have resigned

from the Board.

ARTICLE 6 - OFFICERS

Officers and Duties

The Board shall elect officers of the Corporation/Organization as defined in Articles of Incorporation or by Board resolution but in no case less than 1 officer to prepare minutes of the directors' and members' meetings and authenticate the records of the Corporation/Organization. The same person may hold any number of offices. In addition to the duties in accordance with this Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

The officers will be selected by the Board at its annual meeting, and shall serve the needs of the Board, subject to all the rights, if any, of any officer who may be under a contract of employment. Therefore, without any bias or predisposition to the rights of any officer that may be under any contract of employment, any officer may be removed with or without cause by the Board. All officers have the right to resign at any time by providing notice in writing to the Chair of the Board, President, and/or Secretary of the Corporation/Organization, without bias or predisposition to all rights, if any, of the Corporation/Organization under any contract to which said officer is a part thereof. All resignations shall become effective upon the date on which the written notice of resignation is received or at any time later as may be specified within the resignation; and unless otherwise indicated within the written notice, a stated acceptance of the resignation shall not be required to make the resignation effective.

Any and all vacancies in any office because of death, resignation, disqualification, removal, or for any other cause, shall be filled in accordance with the herein prescribed Bylaws for regular appointments to such office. The compensation, if any, of the officers shall be fixed or determined by resolution of the Board of Directors.

Chair of the Board (Chief Executive Officer)

It shall be the responsibility of the Chair of the Board, when present, to preside over all meetings of the Board of Directors and Executive Committee. The Chair of the Board is authorized to execute, in the name of the Corporation/Organization, any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by the Corporation/Organization, except when required by law that the President's signature must be provided.

President (Executive Director)

It shall be the responsibility of the President, in general, to supervise and conduct all activities and operations of the Corporation/Organization, subject to the control, advice and consent of the Board of Directors. The President shall keep the Board of Directors completely informed, shall freely consult with them in relation to all activities of the Corporation/Organization, and shall see that all orders and/or resolutions of the Board are carried out to the effect intended. The Board of Directors may place the President under a contract of employment where appropriate. The President shall be empowered to act, speak for, or otherwise represent the Corporation/Organization between meetings of the Board. The President shall be responsible for the hiring and firing of all personnel and shall be responsible for keeping the Board informed at all times of staff performance and for implementing any personnel policies which may be adopted and implemented by the Board. The President, at all times, is authorized to contract, receive, deposit, disburse and account for all funds of the Corporation/Organization, to execute in the name of the Corporation/Organization all contracts and other documents authorized either generally or specifically by the Board to be executed by the Corporation/Organization, and to negotiate any and all material business transactions of the Corporation/Organization.

Secretary

The Secretary, or his/her designee, shall be the custodian of all records and documents of the Corporation/Organization, which are required to be kept at the principal office of the Corporation/Organization, and shall act as secretary at all meetings of the Board of Directors, and shall keep the minutes of all such meetings on file in hard copy or electronic format. S/he shall attend to the giving and serving of all notices of the Corporation/Organization and shall see that the seal of the Corporation/Organization, if any, is affixed to all documents, the execution of which on behalf of the Corporation/Organization under its seal is duly authorized in accordance with the provisions of these bylaws.

Treasurer (Chief Financial Officer)

It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintained, adequate and accurate accounts of all the properties and business transactions of the Corporation/Organization, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements.

The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and other valuables as

may be designated by the Board of Directors. Furthermore, the Treasurer shall disburse, or cause to be disbursed, the funds of the Corporation/Organization, as may be ordered by the Board of Directors, and shall render to the Chair of the Board, President, and directors, whenever they request it, an account of all the Treasurer's transactions as treasurer and of the financial condition of the Corporation/Organization.

The Treasurer shall give the Corporation/Organization a bond, if so requested and required by the Board of Directors, in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for restoration to the Corporation/Organization of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's death, resignation, retirement, or removal from office. The Corporation/Organization shall pay the cost of such a bond.

ARTICLE 7 - COMMITTEES

Committees of Directors

The Board of Directors may, from time to time, and by resolution adopted by a majority of the directors then in office provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in these Bylaws. Each such committee shall consist of at least one (1) director, and may also include persons who are not on the Board but whom the directors believe to be reliable and competent to serve at the specific committee. However, committees exercising any authority of the Board of Directors may not have any non-director members. The Board may designate one or more alternative members of any committee who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee, regardless of Board resolution, may:

- a) Approve of any action that, pursuant to applicable Law, would also require the affirmative vote of the members of the Board if this were a membership vote.
- b) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board.
- c) Fix compensation of the directors serving on the Board or on any committee.
- d) Amend or repeal the Articles of Incorporation or Bylaws or adopt new bylaws.
- e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable.
- f) Appoint any other committees of the Board of Directors or their members.
- g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of the Corporation/Organization otherwise than in the usual and regular course of its business; or revoke any such plan.
- h) Approve any self-dealing transaction, except as provided pursuant to Law.

Unless otherwise authorized by the Board of Directors, no committee shall bind the Corporation/Organization in a contract or agreement or expend Corporation/Organization funds.

Meetings and Actions of Committees

Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article 7 - Committees of these Bylaws, concerning meetings and actions of the directors with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept for each meeting of any committee and shall be filed with the Corporation/Organization records. The Board of Directors may adopt rules not consistent with the provisions of these Bylaws for the governance of any committee.

If a director relies on information prepared by a committee of the Board on which the director does not serve, the committee must be composed exclusively of any or any combination of (a) directors, (b) directors or employees of the

Corporation/Organization whom the director believes to be reliable and competent in the matters presented, or (c) counsel, independent accountants, or other persons as to matters which the director believes to be within that person's professional or expert competence.

Executive Committee

Pursuant to Article 7 - Committees, the Board may appoint an Executive Committee composed of a minimum of one (1) director, to serve on the Executive Committee of the Board. The Executive Committee, unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation/Organization between meetings of the Board, provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Article 7 - Committee of Directors. The Secretary of the Corporation/Organization shall send to each director a summary report of the business conducted in any meeting of the Executive Committee.

Audit Committee

The Board, at its sole discretion, may create an Audit Committee, which may review any other committee's operations, and may be composed of one or more persons including persons other than directors of the Corporation/Organization. The Audit Committee shall make recommendations to the Board of Directors regarding the hiring and termination of an auditor, who shall be an independent certified public accountant, and may be authorized by the Board to negotiate the auditor's salary. The Audit Committee shall consult with the auditor to assure its members that the financial affairs of the Corporation/Organization are in order, and after review shall determine whether to accept the audit. It shall also be the responsibility of the Audit Committee to ensure that the auditor's firm adheres to the standards for auditor independence, as set forth in the latest version of the Government Auditing Standards, which have been published by the Comptroller General of the United States, or any standards established and published by the Attorney General of Kansas. The membership of the Audit Committee, if created, shall not include the following persons:

- a) The Chair of the Board of Directors;
- b) The Treasurer of the Corporation/Organization;
- c) Any employee of the Corporation/Organization; or
- d) Any person with a material financial interest in any entity doing business with the Corporation/Organization.

Finance Committee

The Finance Committee, if created, shall be responsible for making sure the Company/Organization's financial reports are accurate. It shall also oversee the budget and perform other duties like establishing reserve funds, lines of credit and investments. In the event that the Board should create a Finance Committee, the members of said Finance Committee must comprise less than one-half (1/2) of the membership of the Audit Committee, and the Chair of the Finance Committee shall not serve on the Audit Committee.

Communications and Public Relations Committee

If created, a Communications Committee shall handle all matters that relate to communicating with donors, stakeholders and others. This Committee shall also oversee all newsletters, official communications, social media platforms, online presence and contacts with the media.

Fundraising Committee

The Board, at its sole discretion, may create a Fundraising Committee which shall ensure and contribute well-planned fundraising initiatives for the Company/Organization. In addition this Committee shall identify potential sources of funds, take an active role in enhancing the Board's awareness of fundraising opportunities, explore opportunities for enhanced public relations and fundraising, and provide an annual review of the performance of the Organization's fundraising plan.

ARTICLE 8 - STANDARD OF CARE

General

A director shall perform all the duties of a director, including, but not limited to, duties as a member of any committee of the Board on which the director may serve, in such a manner as the director deems to be in the best interest of the Corporation/Organization and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) One or more officers or employees of the Corporation/Organization whom the director deems to be reliable and

competent in the matters presented;

- b) Counsel, independent accountants, or other persons, as to the matters which the director deems to be within such person's professional or expert competence; or
- c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director deems to merit confidence,

so long as in any such case the director acts in good faith, after reasonable inquiry when the need may be indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 8 - Standard of Care, any person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limitation of the following, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation/Organization, or assets held by it, are dedicated.

Loans

The Corporation/Organization shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the Kansas Attorney General; provided, however, that the Corporation/Organization may advance money to a director or officer of the Corporation/Organization or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

Conflict of Interest

The purpose of the Conflict of Interest policy is to protect the Corporation/Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable corporations/organizations and is not intended as an exclusive statement of responsibilities.

Restriction on Interested Directors

Not more than 0% (percent) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated by the Corporation/Organization for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director; and (2) any brother, sister, parent, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the interested person.

Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors who are considering the proposed transaction or arrangement.

Establishing a Conflict of Interest

After the disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the potential conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

Addressing a Conflict of Interest

In the event that the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

- a) Any interested person may render a request or report at the Board meeting, but upon completion of said request or report the individual shall be excused while the Board discusses the information and/or material presented and then votes on the transaction or arrangement proposed involving the possible conflict of interest.
- b) The Chair of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Board shall determine whether the Corporation/Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to

a conflict of interest.

- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of the Corporation/Organization, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction arrangement in conformity with this determination.

Violations of Conflict of Interest Policy

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Procedures and Records

All minutes of the Board Meetings, when applicable, shall contain the following information:

- a) The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and any votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

Acknowledgement of Conflict of Interest Policy

Each director, principal officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

- a) Has received a copy of the conflict of interest policy;
- b) Has read and understands the policy;
- c) Has agreed to comply with the policy; and
- d) Understands that the Corporation/Organization is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Violation of Loyalty - Self-Dealing Contracts

A self-dealing contract is any contract or transaction (i) between this Corporation/Organization and one or more of its Directors, or between this Corporation/Organization and any corporation, firm, or association in which one or more of the Directors has a material financial interest ("Interested Director"), or (ii) between this Corporation/Organization and a corporation, firm, or association of which one or more of its directors are Directors of this Corporation/Organization. Said self-dealing shall not be void or voidable because such Director(s) of corporation, firm, or association are parties or because said Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves or ratifies the self-dealing contract, if:

- a) All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract is approved by the Interested Director in good faith (without including the vote of any membership owned by said Interested Director(s));
- b) All material facts are fully disclosed to or otherwise known by the Board of Directors or committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-dealing contract in good faith—without counting the vote of the Interested Director(s)—and the contract is just and reasonable as to the Corporation/Organization at the time it is authorized, approved, or ratified; or
- c) As to contracts not approved as provided in above sections (a) and/or (b), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to the

Corporation/Organization at the time it was authorized, approved, or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves, or ratifies a contract or transaction as provided for and contained in this section.

Indemnification

To the fullest extent permitted by law, the Corporation/Organization shall indemnify its "agents," as described by law, including its directors, officers, employees and volunteers, and including persons formerly occupying any such position, and their heirs, executors and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," and including any action by or in the right of the Corporation/Organization, by reason of the fact that the person is or was a person as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may be entitled apart from this Article.

The Corporation/Organization shall have the power to purchase and maintain insurance on behalf of any agent of the Corporation/Organization, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by law.

ARTICLE 9 - EXECUTION OF CORPORATE INSTRUMENTS

Execution of Corporate Instruments

The Board of Directors may, at its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except when otherwise provided by law, and such execution or signature shall be binding upon the Corporation/Organization.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the Corporation/Organization, promissory notes, deeds of trust, mortgages, other evidences of indebtedness of the Corporation/Organization, other corporate/organization instruments or documents, memberships in other corporations/organizations, and certificates of shares of stock owned by the Corporation/Organization shall be executed, signed, and/or endorsed by the President.

All checks and drafts drawn on banks or other depositories on funds to the credit of the Corporation/Organization, or in special accounts of the Corporation/Organization, shall be signed by such person or persons as the Board of Directors shall authorize to do so.

Loans and Contracts

No loans or advances shall be contracted on behalf of the Corporation/Organization and no note or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Board of Directors. Without the express and specific authorization of the Board, no officer or other agent of the Corporation/Organization may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation/Organization.

ARTICLE 10 - RECORDS AND REPORTS

Maintenance and Inspection of Articles and Bylaws

The Corporation/Organization shall keep at its principal office the original or a copy of its Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours.

Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Corporation/Organization shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

Maintenance and Inspection of Other Corporate Records

The Corporation/Organization shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the Board and committees of the Board. All such records shall be kept at a place or places as designated by the Board and committees of the Board, or in the absence of such designation, at the principal office of the Corporation/Organization. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of the Corporation/Organization shall turn over to his or her successor or the Chair of the Board or President, in good order, such corporate/organization monies, books, records, minutes, lists, documents, contracts

or other property of the Corporation/Organization as have been in the custody of such officer, employee, or agent during his or her term of office.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation/Organization and each of its subsidiary corporations/organizations. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents.

Preparation of Annual Financial Statements

The Corporation/Organization shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be audited by an independent certified public accountant, in conformity with generally accepted accounting standards. The Corporation/Organization shall make these financial statements available to the Kansas Attorney General and members of the public for inspection no later than 60 days after the close of the fiscal year to which the statements relate.

Reports

The Board shall ensure an annual report is sent to all directors within 60 days after the end of the fiscal year of the Corporation/Organization, which shall contain the following information:

- a) The assets and liabilities, including trust funds, of this corporation at the end of the fiscal year.
- b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- c) The expenses or disbursements of the Corporation/Organization for both general and restricted purposes during the fiscal year.
- d) The information required by the Non-Profit Corporation Act concerning certain self-dealing transactions involving more than \$50,000.00 or indemnifications involving more than \$10,000.00 which took place during the fiscal year.

The report shall be accompanied by any pertinent report from an independent accountant or, if there is no such report, the certificate of an authorized officer of the Corporation/Organization that such statements were prepared without audit from the books and records of the Corporation/Organization.

ARTICLE 11 - FISCAL YEAR

The fiscal year for this Corporation/Organization shall end on December 31.

ARTICLE 12 - AMENDMENTS AND REVISIONS

These Bylaws may be adopted, amended, or repealed by a simple majority of the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these Bylaws. If any provision of these Bylaws requires the vote of a larger portion of the Board than is otherwise required by law, that provision may not be altered, amended or repealed by that greater vote.

ARTICLE 13 - CORPORATE/ORGANIZATION SEAL

The Board of Directors may adopt, use, and alter a corporate/organization seal. The seal shall be kept at the principal office of the Corporation/Organization. Failure to affix the seal to any corporate/organization instrument, however, shall not affect the validity of that instrument.

ARTICLE 14 - CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a Corporation/Organization as well as a natural person. If any competent court of law shall deem any portion of these Bylaws invalid or inoperative, then so far as is reasonable and possible (i) the remainder of these Bylaws shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

CERTIFICATE OF SECRETARY

I, Lisa Larsen, certify that I am the current elected and acting Secretary of the Corporation/Organization, and the above Bylaws are the bylaws of this Corporation/Organization as adopted by the Board of Directors on June 13, 2023, and that they have not been amended or modified since the date above.

EXECUTED on this 13th day of June, 2023, in the County of Douglas in the State of Kansas.



(Duly Elected Secretary)

APPENDIX

Sample Memorandum of Understanding Between
Nonprofit and District Attorney's Office



BUILDING PEACE

A CENTER FOR MEDIATION & CONFLICT RESOLUTION

2518 Ridge Court, Unit 206, Lawrence Kansas 66046
(913) 369-5839 * buildingpeaceks.org

MEMORANDUM OF UNDERSTANDING DOUGLAS COUNTY JUVENILE RESTORATIVE JUSTICE DIVERSION

This Memorandum of Understanding between Building Peace, Inc. and the Douglas County (KS) District Attorney's Office (DA's Office) expresses the mutually agreed need for the creation and implementation of a Restorative Justice Diversion Program for Juveniles.

WHEREAS, Building Peace and the DA's Office believe that the local community can benefit from the creation and implementation of a Restorative Justice Diversion Program for Juveniles, the Parties agree to collaborate to effectuate the Program.

Pursuant to this MOU, the DA's Office, through attorneys and other court services working with juvenile offenders will identify and refer cases at its discretion to Building Peace. Building Peace will review cases selected by the DA's Office and determine how best to apply Restorative Practices Techniques. In the event that particular cases fall outside the expertise of Building Peace facilitators, the case will be returned to the DA's Office. It is understood by the Parties that restorative practices allow victims and offenders to engage in conversation regarding the impact and consequences of the crime. The process is voluntary for victims and offenders. Victims may express how the crime impacted their lives, ask questions of the offender, and discuss restitution options. Likewise, offenders may share about what happened, listen to the victims, and take responsibility for their actions. Both victims and offenders would be encouraged to participate in the development of a plan for restitution.

OVERVIEW OF JUVENILE RJ FACILITATION: Building Peace will provide facilitators specifically trained in Restorative Justice, mediation, and Parent/Adolescent Dialogue. BP facilitators will interview both the offenders and the victims for all cases referred by the DA's office. During the interview, the facilitators will explain the RJ process and seek an acceptance from the parties to proceed with the process. Any support persons for both victims and offenders engaged in the process will also be interviewed by BP Facilitators.

In the event that those directly harmed are either not available or no interested in participating in the RJ process, Building Peace facilitators may call on community volunteers who have been trained as Neighborhood Accountability Board participants. These persons would stand in as those indirectly harmed by the offending party's action and participate in creating a restitution agreement.

Juvenile cases that involve harm being committed within a family unit may be handled by BP facilitators with expertise in Parent/Adolescent Dialogue in order to create a restitution agreement.

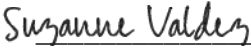
Building Peace will monitor Agreements between victims and offenders. Building Peace will prepare and provide a report to the DA's Office upon either satisfactory completion of the agreement or an offender's inability to satisfy the agreement. If an agreement is not reached or a party decides not to participate, the case is referred back to the DA's Office for processing through the traditional legal channels.

RECOMMENDED JUVENILE DIVERSION RJ PROGRAM REVIEW PERIOD: Building Peace and the Douglas County DA's Office will formally review the Juvenile Diversion RJ Program annually, upon which time a decision on continuance and/or modifications is determined. However, the Parties understand that the Juvenile Diversion RJ Program may terminate at any time upon notice and at the discretion of the Parties.


PROGRAM COSTS: Service fees will be assessed to Douglas County Court Services on a per case basis at an hourly rate of \$75, with additional prorated fees at 15 minutes intervals, plus a flat \$30 Administrative Fee.

CONTACT INFORMATION:

Lyle Seger	lyleseger@gmail.com	(785) 369-5839
Nancy Kelley	nsuzankelly@gmail.com	(785) 231-4467
David Mathis	David.mathis@live.com	(620) 877-7521

DocuSigned by:

7C84A449219C415
Suzanne Valdez
District Attorney
Douglas County (KS)

2/13/2023
Date

DocuSigned by:

B49051AA3817417...
Lyle Seger
Program Director
Building Peace INC

2/9/2023
Date

APPENDIX

Sample Intake Form

Building Peace
A Center for Mediation and Conflict Resolution
 2518 Ridge Court, Unit 206 • Lawrence, Ks 66046 • 785-856-7000

Intake Form Restorative Justice

DA Case Number: _____

BP Case Number: _____

Mediator _____

Translator (if any) _____

Name _____

Offender

Victim

Address (street) _____

(city/zip) _____

Email _____

Phone _____

Gender:	Age _____	Ethnicity:
<input type="checkbox"/> Female		<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Male		<input type="checkbox"/> Native American
<input type="checkbox"/> Other _____		<input type="checkbox"/> White (non-Hispanic)
<input type="checkbox"/> Number of children in household		<input type="checkbox"/> Black
<input type="checkbox"/> Number of adults in household		<input type="checkbox"/> Asian
		<input type="checkbox"/> Other _____

Name _____

Offender

Victim

Address (street) _____

(city/zip) _____

Email _____

Phone _____

Gender:	Age _____	Ethnicity:
<input type="checkbox"/> Female		<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Male		<input type="checkbox"/> Native American
<input type="checkbox"/> Other _____		<input type="checkbox"/> White (non-Hispanic)
<input type="checkbox"/> Number of children in household		<input type="checkbox"/> Black
<input type="checkbox"/> Number of adults in household		<input type="checkbox"/> Asian
		<input type="checkbox"/> Other _____

Name _____

Offender

Victim

Address (street) _____

(city/zip) _____

Email _____

Phone _____

Gender:	Age _____	Ethnicity:
<input type="checkbox"/> Female		<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Male		<input type="checkbox"/> Native American
<input type="checkbox"/> Other _____		<input type="checkbox"/> White (non-Hispanic)
<input type="checkbox"/> Number of children in household		<input type="checkbox"/> Black
<input type="checkbox"/> Number of adults in household		<input type="checkbox"/> Asian
		<input type="checkbox"/> Other _____

Name _____

Offender

Victim

Address (street) _____

(city/zip) _____

mail _____

Phone _____

Gender:	Age _____	Ethnicity:
<input type="checkbox"/> Female		<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Male		<input type="checkbox"/> Native American
<input type="checkbox"/> Other _____		<input type="checkbox"/> White (non-Hispanic)
<input type="checkbox"/> Number of children in household		<input type="checkbox"/> Black
<input type="checkbox"/> Number of adults in household		<input type="checkbox"/> Asian
		<input type="checkbox"/> Other _____

Building Peace
A Center for Mediation and Conflict Resolution
 2518 Ridge Court, Unit 206 • Lawrence, Ks 66046 • 785-856-7000

Intake Form – Additional Contact Information

DA Case Number: _____

BP Case Number: _____

Name _____

Offender

Victim

Address (street) _____

(city/zip) _____

Email _____

Phone _____

Gender:	Age _____	Ethnicity:
<input type="checkbox"/> Female		<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Male		<input type="checkbox"/> Native American
<input type="checkbox"/> Other _____		<input type="checkbox"/> White (non-Hispanic)
<input type="checkbox"/> Number of children in household		<input type="checkbox"/> Black
<input type="checkbox"/> Number of adults in household		<input type="checkbox"/> Asian
		<input type="checkbox"/> Other _____

Name _____

Offender

Victim

Address (street) _____

(city/zip) _____

Email _____

Phone _____

Gender:	Age _____	Ethnicity:
<input type="checkbox"/> Female		<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Male		<input type="checkbox"/> Native American
<input type="checkbox"/> Other _____		<input type="checkbox"/> White (non-Hispanic)
<input type="checkbox"/> Number of children in household		<input type="checkbox"/> Black
<input type="checkbox"/> Number of adults in household		<input type="checkbox"/> Asian
		<input type="checkbox"/> Other _____

Name _____

Offender

Victim

Address (street) _____

(city/zip) _____

Email _____

Phone _____

Gender:	Age _____	Ethnicity:
<input type="checkbox"/> Female		<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Male		<input type="checkbox"/> Native American
<input type="checkbox"/> Other _____		<input type="checkbox"/> White (non-Hispanic)
<input type="checkbox"/> Number of children in household		<input type="checkbox"/> Black
<input type="checkbox"/> Number of adults in household		<input type="checkbox"/> Asian
		<input type="checkbox"/> Other _____

APPENDIX

Sample Mediation Checklist

Building Peace

2518 Ridge Court, Unit 206 • Lawrence, Ks 66046 • 785-856-7000
buildingpeaceks.org • buildingpeaceks@gmail.com • a 501 (c)(3) nonprofit organization

A Center for Mediation and Conflict Resolution

Restorative Justice - Mediation Checklist

Instructions: Checklist is to be completed and kept with the case file. **The Program Manager must be copied on all emails.** Include the following in the email subject line: *client last names and BP Case Number*. All required forms are included in this packet.

DA Case Number: _____

BP Case Number: _____

Offender _____

Victim (if applicable) _____

- | | |
|--|------------------------------|
| <input type="checkbox"/> Received Referral from BP Program Manager | Date Received _____ |
| <input type="checkbox"/> Initial Contact with Offender | Date Contacted _____ |
| <input type="checkbox"/> Initial Contact with Victim | Date Contacted _____ |
| <input type="checkbox"/> NAB Members Contacted | Date Contacted _____ |
| <input type="checkbox"/> Translator Contacted (if applicable) | Date Contacted _____ |
| <input type="checkbox"/> Offender Individual Meeting Date Set | Date Completed _____ |
| <input type="checkbox"/> Victim Individual Meeting Date Set | Date Completed _____ |
| <input type="checkbox"/> Joint Session Date/Place Confirmation Notice Sent | Date Sent _____ |
| <input type="checkbox"/> Joint Session Secure Meeting Space Location | Session Date _____ |
| <input type="checkbox"/> BP Office (Human Services Building, 2518 Ridge Court, Unit 206) | Must be reserved in advance. |
| <input type="checkbox"/> Peaslee Room (Human Services Building, 2518 Ridge Court) | |
| <input type="checkbox"/> Zoom | |
| <input type="checkbox"/> Other (provide address) _____ | |

-
- | | |
|--|---|
| <input type="checkbox"/> Offender Individual Session Completed | Date Completed _____ |
| <input type="checkbox"/> Victim Individual Session Completed | Date Completed _____ |
| <input type="checkbox"/> Joint Session Completed | Date Completed _____ |
| <input type="checkbox"/> Resolution Reached | <input type="checkbox"/> Resolution NOT Reached |

-
- Signed **Agreement to Mediate** (use BP statement) given to both parties.
 Signed **Resolution Agreement** (use BP agreement) given to both parties.
 Mediation Survey (use BP form) given to both parties.
 BP Mediation Report (use BP form) completed.
 Other _____

Mediator Printed Name

Mediator Signature

Date

APPENDIX

Sample Agreement to Mediate

Building Peace

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A Center for Mediation and Conflict Resolution

Agreement to Mediate

Victim _____

BP Case No. _____

Offender _____

I, _____ and _____ agree to meet with _____ (mediator) with the goal of resolving our conflict in a mutually acceptable manner. My intention is to arrive at a mutually acceptable mediated agreement. I understand that the mediator has a confidential relationship with each of us and will not reveal to others any of the communication shared during the session without our written consent except as required by law.

To facilitate full disclosure and communication, I agree to keep what is said in our session confidential. If during a mediation session the mediator meets with us separately, the mediator agrees not to reveal what is said to the other without permission.

I understand Kansas law provides that information regarding child, domestic, or elder abuse or crimes committed or intent to commit a crime is not subject to confidentiality, and the mediator is required to disclose such information to the proper authorities.

During this mediation or after its conclusion, I agree to make no attempt to compel the mediator to testify against the other party, nor to compel the mediator to produce any documents provided by the other party, nor to compel the other party to testify regarding statements made in the mediation sessions.

If agreement is reached in this mediation, that agreement is legally binding. Upon meeting all requirements of the agreement, the matter will be considered settled without addition claims or counterclaims. If either party defaults, the complainant may seek other legal remedies. If I have need for legal advice prior to, or during, the mediation process, I have been encouraged to consult with an attorney. If the mediator is an attorney, he/she will not function as the representative of either party.

By signing below, I testify that I have the authority to enter into this agreement on my behalf or of the party that I represent.

Offender _____ (print name) _____ (signature) _____ (date)

Victim _____ (print name) _____ (signature) _____ (date)

Mediator _____ (print name) _____ (signature) _____ (date)

APPENDIX

Sample Resolution Agreement

Building Peace

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A Center for Mediation and Conflict Resolution

Restorative Justice Mediation Report

BP Case No. _____

Victim _____

Offender _____

Additional party in the mediation _____
(name) (affiliation)

Additional party in the mediation _____
(name) (affiliation)

Mediation was successful, the parties have reached an agreement which requires full performance on or before: _____
(date)

The parties request that the case continue in mediation on _____
(date)

No agreement was reached through mediation.

Notes _____

Mediator _____
(print name) (signature)

Date _____

APPENDIX

Sample Resolution Agreement

Building Peace

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A Center for Mediation and Conflict Resolution

Restorative Justice Resolution Agreement

Name _____

BP Case No. _____

Be it remembered, that on this _____ day of _____,

_____ entered into an agreement as set forth below.
(name)

By signing below, I testify that I have the authority to enter into this agreement on my behalf. Further, I agree to complete this agreement as detailed above.

Name _____
(print name) (signature) (date)

Name _____
(print name) (signature) (date)

Mediator _____
(print name) (signature) (date)

Mediator _____
(print name) (signature) (date)

APPENDIX

Sample Fee Schedule

Building Peace

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A Center for Mediation and Conflict Resolution

Fee Schedule

Annual Income	Per Hour Fee (Per Person)	Mediation Fee (3 Hrs X Hrly Fee – Per Person)
Under \$20,000	\$30	\$90
\$20,001 - \$35,000	\$50	\$150
\$35,001 - \$50,000	\$70	\$210
Above \$50,000	\$125	\$375

**Building Peace is a 501(3)(c) non-profit agency.
Receipts for donations and for services rendered will be provided.**

APPENDIX

Sample Offender-Mediator Agreement



Building Peace

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A Center for Mediation and Conflict Resolution

Restorative Justice Resolution Agreement

BP Case No. _____

Name _____

Be it remembered that on this 13th day of March, 2024

_____ entered into an agreement as set forth below.

_____ agrees to the following to make things right in regard to having shoplifted 3 cases of beer from
Dillons:

1. _____ agrees that mediator (Dave) will forward his text message of apology to Dillons on his behalf.
2. _____ agrees to work 2 shifts at LINK on a voluntary basis, both shifts from 12-2:30 p.m. on a Saturday or Sunday. This is to be completed by April 15, 2024.
3. _____ (NAB trained volunteer) has agreed to provide transportation for _____ and (since she regularly volunteers on weekends at LINK) will also validate his successful completion of this service.

By signing below, I testify that I have the authority to enter into this agreement on my behalf.

Further, I agree to complete this agreement as detailed above.

Name

(print name) (signature) (date)

Mediator: Dave Mathis

(print name) (signature) (date)

05 RJ Mediated Agreement ver 1.0 6/22
05 RJ Mediated Agreement ver 1.0 6/22

APPENDIX

Sample Juvenile Pre-Intake Survey

Juvenile Pre-Intake Survey

This survey is confidential and administered by an external consulting firm. No identifying information will be presented to Building Peace or any other organization, and only the content of your answers will be shared.



* Indicates required question

Email *

Your email

Rate your feeling about participating in mediation on a scale of 1–5, with 1 being "very uninterested" and 5 being "very enthusiastic."

1 2 3 4 5

Very Uninterested Very Enthusiastic

Rate your desire to find a solution for the harm caused on a scale of 1–5, with 1 being "very unmotivated to find a solution" and 5 being "very motivated to find a solution."

1 2 3 4 5

Very unmotivated to find a solution Very motivated to find a solution

How much understanding/empathy do you have toward the victim, with 1 being "very little empathy toward the victim" and 5 being "very empathetic toward the victim"

1 2 3 4 5

Very little empathy toward the victim Very empathetic toward the victim



List the top three solutions that you would like to see happen as a result of this mediation process.

Your answer

Briefly describe your concerns any concerns that you have about the mediation process.

Your answer

What is your gender?

- Male
- Female
- Gender nonbinary
- Transgender
- Other

What is your racial identity?

- African American/Black
- Latino/Hispanic
- Asian/Asian American/Pacific Islander
- Native American/American Indian/Indigenous
- White
- Multiple Races
- Prefer not to say

Submit

[Clear form](#)

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Google Forms

