

Access to Justice Grant

Attn: Jeff Peter
Office of Judicial Administration
301 SW 10th Avenue, Room 337
Topeka, KS 66612-1507

Kansas Judicial Branch Access to Justice Grant Project Proposal Form

1. Project Title:

Juvenile Offender-Victim Dialogue in Douglas County

2. Project Narrative:

Project Overview: Building Peace, a Lawrence, Kansas-based 501c3 organization focused on restorative justice facilitation, seeks \$41,567 in funds from the Kansas Supreme Court's Access to Justice Grant for the "Juvenile Offender-Victim Dialogue" project, which aims to provide a restorative justice alternative to Douglas County's juvenile diversion program, Immediate Intervention Process (IIP). Working with certified mediators who are registered with the Kansas Supreme Court, Building Peace facilitates Offender-Victim dialogues prior to legal sentencing as well as volunteer-run Neighborhood Accountability Boards that work to determine a mutually agreed upon plan to resolve the harm done by the juvenile offender to the satisfaction of the victim. The services are offered at no cost to the juvenile offender. The successful completion of the program results in the District Attorney declining to press charges against the juvenile, with the ultimate goal of keeping youth out of the criminal justice system.

Offender-Victim Dialogue as an Evidence-Based Practice: Offender-Victim dialogue is an evidenced-based restorative justice practice that has been shown to have benefits for juvenile offenders, victims, and the community at large. The Washington State Institute for Public Policy estimates that Juvenile Restorative Justice programs can save the average taxpayer \$330 per juvenile participant. Participants of restorative justice programs have been shown to have lower recidivism rates when compared with those who go through traditional court systems (Wilson, et al., 2017 and Wong, et al., 2016). Research has also found that victims who participate in restorative justice programs report an increased sense of fairness in the criminal justice system than those whose cases occur in the traditional criminal justice system (Wilson, et al., 2017).

Building Peace's volunteers are trained through the Center for Conflict Resolution Kansas City (CCRKC), a non-profit, 501(c)3 organization that has provided mediation services, facilitation, and training to individuals and organizations for over 20 years. CCRKC provides successful conflict mediation training to other juvenile court systems, including Jackson County Juvenile Courts and Clay County Juvenile Courts. Juvenile restorative justice practices are successfully used in nearby communities, with the Topeka Center for Peace and Justice offering

Victim-Offender mediation in Topeka, KS and Midwest ADR offering juvenile restorative justice and mediation services in Kansas City, MO.

Building Peace's Juvenile Offender-Victim Dialogue Program: Building Peace is working in collaboration with the Douglas County District Attorney's Office to offer Offender-Victim mediation to select juveniles who can participate in mediation as an alternative to IIP. Building Peace's process for Juvenile Victim-Offender Mediation begins when they receive a referral from the DA's Office for juvenile mediation services. Building Peace collects intake data about the offender and the case, and then refers the case to a mediator. The mediator then contacts both the victim and offender to assess their interest in participating in the restorative justice process. If both parties agree, they participate in preconferences with the mediator to discuss the mediation process and to tell their stories. Then, a mediation conversation is scheduled in which the juvenile offender is asked to address the following questions: what happened?; what were you thinking at the time?; what has happened since?; and how can you make things right? Upon completion of the dialogue, both parties collaborate to create an agreement that meaningfully addresses the harm—this could be financial restitution, community service, or some other creative measure to rectify the harm.

Neighborhood Accountability Boards: If the victim declines to participate in the mediation process, two members of the Neighborhood Accountability Board are selected to participate in mediation in place of the victim. The Neighborhood Accountability Board is composed of 30 volunteers who have undergone training to participate in the mediation process. These volunteers are trained to be an advocate for the victim and to convey how a given offense impacts the entire community. The process also allows for the possibility for the juvenile offender's parents to participate in these dialogues, creating a dialogue between the juvenile offender and 4-5 adults. Rather than isolating the juvenile from the community through punitive measures, this process creates a greater investment in the offending juvenile, while also working to meaningfully rectify the harm they caused in the most effective way possible. Once the juvenile offender and the Neighborhood Accountability Board find a common solution to address the harm, Building Peace helps the parties draw up a formal agreement. Building Peace monitors the execution of the agreement terms and reports back to the DA's Office upon completion.

Building Peace's Request: Building Peace has already facilitated 5 Juvenile Offender-Victim dialogue sessions that have been referred by the Douglas County DA's Office. Building Peace is seeking grant funds to hire a part-time Program Manager to allow for the expansion of juvenile restorative justice services to more Douglas County residents. A program manager would allow the organization to increase its capacity to serve a total of 40 juveniles a year. Mediation services for outside mediators are currently paid for by Douglas County Criminal Justice Services, and Building Peace volunteers receive no compensation for mediating cases or coordinating mediation sentences. A paid, part-time Program Manager would allow for more rapid processing

of clients, scheduling of meditation sessions, organization and coordination of Neighborhood Accountability Boards, as well as more rigorous data collection and program tracking. In addition to the Program Manager's salary and taxes, Building Peace will purchase a laptop and software package for the Program Manager to use for work duties.

Building Peace will work with woman-owned, local consulting firm, Coneflower Consulting, to conduct an evaluation of the Juvenile Offender-Victim Dialogue program. Coneflower Consulting has worked with Douglas County for the past two years, conducting project evaluation, community facilitation, and public relations for its behavioral health and sustainability departments. As part of this project, Coneflower will be responsible for creating and conducting anonymous surveys of both offender and victim participants in the Juvenile Offender-Victim Dialogue program as well as confidential focus groups with program participants. Coneflower will work with the Program Manager to analyze program tracking and demographic data and submit quarterly reports to the state.

Coneflower will also be responsible for working with Building Peace and the DA's office to draft and design a publicly disseminated white paper that will use Building Peace' Juvenile Offender-Victim Dialogue program as a model for other nonprofits and local governments interested in starting similar programs in their communities. The white paper will include appendixes with sample documents related to partnering with the local DA's office, recruiting Neighborhood Advisory Board members and structuring Neighborhood Advisory Board meetings, and engaging the larger community's support for a Juvenile Offender-Victim Dialogue Program.

Participants Served: Building Peace plans to offer restorative justice mediation services to every juvenile referred by the District Attorney's Office. Low-income youth of color are more likely to be caught up in the "school-to-prison" pipeline, leading to overrepresentation in the criminal justice system. Building Peace is committed to ensuring that low-income youth of color receive mediation services with the goal of disrupting this pipeline. While the Douglas County DA's Office recommends cases for the program based on a set of criteria described below in Question 8, Building Peace's Program Manager will rigorously track demographic data to ensure that the program is serving the target of 25% of program participants below 150% of the federally established poverty level

3. Funding amount requested: \$41,567

4. If your proposed project aligns with one or more of the grant priority areas referenced in section II(e) above, please list which area(s) and explain how your project fits that area:

The project aligns with the grant priority needs to fund experimental projects that will fill an unmet legal need and have statewide transferability. Juvenile restorative justice programs in the Douglas County juvenile justice system are in an early phase, and grant funding will allow for the expansion of the program. Given the well-documented success of restorative justice in terms of juvenile recidivism rates and victim satisfaction, the program has the potential to benefit communities across Kansas. In addition to a public white paper on the Juvenile Offender-Victim Dialogue model, Building Peace will share relevant training documents and program tools to help implement the project in other Kansas communities.

The project also aligns with the grant priority to fund cooperative and collaborative work with other grantees and related organizations within the state. Building Peace is working cooperatively with the Douglas County District Attorney's office to operate the Juvenile Offender-Victim Dialogue project. The DA's office refers juvenile clients to Building Peace to receive pre-sentencing mediation, and agrees not to file charges upon successful completion of mutually agreed-upon contractual obligations. Building Peace is also receiving funding from Douglas County Criminal Justice Services to pay outside mediators.

The project is further satisfying the grant program's goal of providing free services to low-income individuals. The Juvenile Offender-Victim Dialogue program is free to juvenile offenders. Building Peace will collect demographic data from those referred to the program with the target goal that 25% of program participants will be below 150% of the federally established poverty level.

The program implements input from low-income individuals in the service area. Building Peace strives to ensure that the Neighborhood Accountability Board is composed of individuals whose backgrounds and experiences reflect those of the offenders and victims receiving mediation services, including low-income people and people of color. Building Peace works to ensure that Neighborhood Accountability Board volunteers are aware of community issues, particularly those related to schools. Because these volunteers serve as advocates for both victims and offenders, Building Peace regularly receives volunteer input to guarantee it is best meeting the needs of those being served by the program.

5. What types of cases will this project address (e.g., domestic, eviction, debt collection)?

The program addresses juvenile cases of all types. Since March 2023, for example, the program has mediated potential charges related to misdemeanor criminal damage to property; misdemeanor battery; felony criminal threat; felony aggravated assault; felony burglary; and misdemeanor misuse of a financial card.

6. Is this project new? If not, how long has this project been in existence?

Building Peace has been offering Offender-Victim Dialogue sessions for the past year, since May 2022. The DA's Office has been referring juvenile cases to Building Peace for pre-sentencing mediation cases since March 2023.

7. If you have operated a project of this type in the past, please list statistical or other data that identifies the project's track record of success.

The program has trained 30 community volunteers using Center for Conflict Resolution trainers and curriculum. Five juveniles have completed mediation sessions, and the DA's office has subsequently declined to charge one of these juveniles, and is waiting to determine the outcome of the remaining four cases (decisions anticipated within the next month).

8. What eligibility criteria will you apply to determine who will receive services through your project?

The Douglas County DA's Office adheres to the revised Juvenile Justice Code (Kansas State Statute 38-2301) to determine the best course of action for a particular juvenile offender. That act specifies that:

The primary goals of the juvenile justice code are to promote public safety, hold juvenile offenders accountable for their behavior and improve their ability to live more productively and responsibly in the community. To accomplish these goals, juvenile justice policies developed pursuant to the revised Kansas juvenile justice code shall be designed to: (a) Protect public safety; (b) recognize that the ultimate solutions to juvenile crime lie in the strengthening of families and educational institutions, the involvement of the community and the implementation of effective prevention and early intervention programs; (c) be community based to the greatest extent possible; (d) be family centered when appropriate; (e) facilitate efficient and effective cooperation, coordination and collaboration among agencies of the local, state and federal government; (f) be outcome based, allowing for the effective and accurate assessment of program performance; (g) be cost-effectively implemented and administered to utilize resources wisely; (h) encourage the recruitment and retention of well-qualified, highly trained professionals to staff all components of the system; (i) appropriately reflect community norms and public priorities; and (j) encourage public and private partnerships to address community risk factors.

Given this complex set of priorities, the DA's Office does not have a one size fits all standard for determining whether to recommend that a juvenile be sentenced, offered IIP, or offered mediation as a pre sentencing restorative justice alternative to IIP. Some juveniles are offered

restorative justice services for issues that do not necessarily warrant criminal charges, like bullying, as a means of keeping the juvenile out of the criminal justice system, while other juveniles who have committed felony offense might be offered mediation services under the right circumstances, such as a desire to rectify the harm caused and a willingness to participate in the process.

The DA's office does not consider race or socioeconomic class when deciding whether or not to pursue a certain course of action, and Building Peace cannot therefore guarantee that those who receive service will reflect a particular socioeconomic profile. But with the ultimate goal of disrupting the school-to-prison pipeline, Building Peace is committed to ensuring that at least 25% of program participants will be below 150% of the federally established poverty level, with the aim of keeping lower income youth of color out of the criminal justice system. Building Peace will track this criteria through the client intake process, where it will collect demographic data including income level. If the DA does not consistently send participants that meet the target income level, Building Peace will work with partners in the DA's office to reiterate their goal that juveniles in the restorative justice program reflect the project targets.

9. How many people do you expect to serve through this project during the grant period?

The program plans to facilitate at least 40 juvenile mediation sessions after the Program Manager is hired.

10. If there is a greater demand for project services than you can meet, what criteria will you use to prioritize who receives services?

As discussed above, the Douglas County DA's Office adheres to the Juvenile Justice Code, Kansas Statute 38-2301, to determine the best course of action for a juvenile offender. Given the interest in restorative justice services, in addition to the Juvenile Justice Code, the DA's office considers a set of factors when deciding which cases to recommend for restorative justice services, such as the juvenile offender's expressed desire to participate in a restorative justice program; desire to make amends for harm caused; expression of empathy; severity of the crime; and previous criminal background.

Building Peace intends to ensure that juveniles from a range of backgrounds receive services, including low-income youth of color, who are more likely to be caught up in the school to-prison-pipeline. Building Peace will monitor the DA's referrals to ensure that 25% of juveniles receiving service are below 150% of the federally established poverty level. Building Peace will ensure that it is meeting this demographic criteria through the client intake process, where it will collect demographic data, including income level. If the DA does not consistently send

participants that meet the target income level, Building Peace will work with partners in the DA's office to ensure that juveniles in the restorative justice program reflect the project targets.

11. How will the project's results be evaluated?

Building Peace and the District Attorney's Office will work with Coneflower Consulting to administer confidential surveys to victim and juvenile offender participants upon completion of the mediation dialogue. Coneflower Consulting will also conduct phone interviews with interested victim participants upon fulfillment of the offender's contract to assess victims' level of satisfaction with the mediation process, the mutually agreed upon solution, offender's completion of their contractual obligation, and sense of fairness in the process as a whole.

Building Peace will also collect demographic data about juvenile offender participants to ensure that they are meeting target demographics, as well as to ensure that juveniles in the restorative justice program are representative of the racial demographics of juveniles in the Douglas County justice system more broadly.

The Program Manager and Coneflower Consulting will collect and evaluate data necessary to complete quarterly reports for the Kansas Supreme Court. With the assistance of the District Attorney's office, Building Peace will collect information about the recidivism rates of program participants beyond the completion of the mediation program. Building Peace will gauge program success by these recidivism rates, and will also, therefore, be able to provide County and State with data about the efficacy of restorative justice programs in Douglas County.

Building Peace is committed to supporting the development of restorative justice programs across the state, and will readily share information and best practices to help other communities implement similar programs. Project success will finally be measured by the number of communities across Kansas that adopt similar restorative justice programs as a result of the information that Building Peace provides to the Kansas Supreme Court, such as the publicly-disseminated white paper and appendices.

12. Have you ever received access to justice grant funds for this project in the past? If so, identify the year(s) in which funds were received.

No.

13. What is the total estimated cost for this project during the grant period from all funding sources?: \$117,460

14. If this project will not be fully funded by ATJ grant funds, what are your other sources of funding for the project?

Other sources of funding include:

- Building Peace, who provides program support costs, including funds for rent and utilities for the program’s office space; telephone and Internet service; in-kind hours donated by professional staff Lisa Larsen and Nancy Kelly to operate the program; contractual fees for the Center for Conflict Resolution to train Neighborhood Accountability Board members; and insurance costs.
- Douglas County Criminal Justice Services, who provides the funds to pay mediators.

A breakdown of these contributions is listed in the table and budget narrative below.

15. Project budget breakdown – in the chart below, list project totals for each category, using whole dollar amounts.

Item	Access to Justice	Other	Total
Personnel Costs			
Professional Salaries	\$0	\$66,420	\$66,420
Support Salaries	\$32,500	\$0	\$32,500
Employee Benefits	\$2,487	\$0	\$2,487
Total Personnel Costs	\$34,987	\$66,420	101,407
Non-Personnel Costs			
Capital Expenditures	\$0	\$6,840	\$6,840
Non-Capital Expenditures	\$0	\$0	\$0
Supplies	\$1,580	\$0	\$1,580
Travel	\$0	\$0	\$0
Insurance	\$0	\$633	\$633
Audit	\$0	\$0	0
Telephone/Communications	\$0	\$2,160	\$2,160
Other	\$5,000	\$200	\$5,200

Total Non-Personnel Costs	\$6,580	\$9,833	\$16,053
Total	\$41,567	76,253	\$117,460

a. Personnel costs

i. Professional salaries:

Building Peace contributes \$56,420 per year in in-kind volunteer hours for mediation services (31 hours/week X \$35/hour for a staff mediator X 52 weeks = \$56,420). Hours are contributed by trained, professional mediators including:

- Nancy Kelley, who averages 5 hours per week;
- Lyle Seger, who averages 8 hours per week;
- Dave Mathis, who averages 8 hours per week;
- Verdell Taylor, who averages 6 hours per week; and
- Lisa Larsen, who averages 4 hours per week,

This totals to an average of 31 hours per week.

Douglas County Criminal Justice Services contributes \$10,000 per year in salaries for mediators (\$50/hour for 5 hours of mediation services X 40 mediation sessions a year = \$10,000).

In-kind mediation (\$56,420) + Paid mediation (\$10,000) = \$66,420

ii. Support salaries:

Building Peace requests \$32,500 in grant funds for the salary for a part-time Program Manager for the Juvenile Offender-Victim Dialogue project: 25 hours per week at \$25/hr X 52 weeks = \$32,500

iii. Employee benefits:

Building Peace requests 7.65% of the Program Manager's salary to cover FICA Tax: \$32,5000 x 7.65% = \$2,487

iv. Other: N/A

b. Non-personnel costs

i. Capital expenditures:

Building Peace contributes \$6,840 annually in capital funds toward rent and utilities for the program's office space: \$570/month for rent and utilities X 12 months = \$6,840.

ii. Non-capital expenditures: N/A

iii. Supplies:

Building Peace requests \$1,580 in grant funds for supplies for the Juvenile Offender-Victim Dialogue Project Manager, including:

- Dell XPS 15 laptop at \$1,150
- \$360 for an Adobe Suite subscription (\$30/month X 12 months)
- \$70/year for Microsoft 365 personal subscription.

Dell laptop (\$1,150) + Adobe Suite (\$360) + Microsoft (\$70) = \$1,580

iv. Travel: N/A

v. Insurance:

Building Peace contributes \$633/year for Professional Liability Insurance.

vi. Audit: N/A

vii. Telephone/communications:

Building Peace contributes \$2,160 annually in communications costs: \$180/month for Internet and Telephone services X 12 months = \$2,160

viii. Other:

Building Peace contributes \$200 annually in "other" costs for volunteer training for the Neighborhood Advisory Board through the Center for Conflict Resolution, which is half of the \$400 biennial training cost.

Building Peace requests \$5,000 in "other" costs including:

- \$4,500 (45 hours at the discounted rate of \$100/hour [down from \$120/hour]) for woman-owned, local consulting firm, Coneflower Consulting, to conduct project evaluation including anonymous surveys of both victims and offenders, focus groups, and quarterly progress reports, as well as to write and design a publicly disseminated white paper to help other local governments start their own Juvenile Offender-Victim Dialogue Programs, using Building Peace as a model. The white paper will include sample documents for partnering with the local DA's office, recruiting Neighborhood Advisory

Board members and structuring Neighborhood Advisory Board meetings, and engaging the larger community's support for a Juvenile Offender-Victim Dialogue Program.

- \$500 to advertise the Program Manager job on Idealist and Nonprofit Connect.

Attachment 1: Evidence of tax-exempt status



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

BUILDING PEACE
C/O LYLE SEGER
3912 ASPEN DRIVE
LAWRENCE, KS 66049

Date:
11/29/2021
Employer ID number:
86-3438195
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
April 16, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053572001041

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in black ink that reads "Stephen A. Martin".

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Not For Profit Corporation Annual Report



1. Corporation Name: BUILDING PEACE, INC
2. Business Entity ID No.: 9798299
3. Tax Closing Date: December 2022
4. State of Incorporation: KS
5. Official Mailing Address:
2518 Ridge Court Unit 206, Lawrence KS 66046
6. Location of Principal Office:
2518 Ridge CT Unit 206, Lawrence KS 66046

Electronic File Stamp
Information:

Filed

- Date:05/31/2023
- Time:
01:18:12 PM

7. Officers:

Lyle Seger - Director (This officer is also a member of the governing body)
3912 Aspen DR Lawrence, KS 66049

Lisa Larsen - Operations Director (This officer is also a member of the governing body)
1117 Avalon Rd Lawrence, KS 66044

Nancy Kelley - Secretary or equivalent (This officer is also a member of the governing body)
2518 Ridge Court Unit 206 LAWRENCE, KS 66046

8. Governing Body:

David Mathis - 418 Gertie Court Lawrence, KS 66049
Natalia Fairchild - 425 N Pennycress Drive Lawrence, KS 66049
Verdell Taylor - 3105 W 26th St Lawrence, KS 66047
David Trevino - 120 E 9th St Lawrence, KS 66044
Nancy Kelley - 2235 New Hampshire St Lawrence, KS 66046
Lyle Seger - 3912 Aspen Drive Lawrence, KS 66049
Lisa A Larsen - 1117 AVALON RD Lawrence, KS 66044

9. Does this corporation/organization have the authority to issue stock? No

10. Total number of members: 7

11. Does this corporation hold more than 50% equity ownership in any other business entity that

is on file with the Kansas Secretary of State? No

12. Does this corporation own or lease land in Kansas suitable for use in agriculture? No

"I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct."

Executed on May 31, 2023

Signature of Authorized Signer: Lisa A Larsen

Title/Position of the signer: Director

KANSAS SECRETARY OF STATE
NON-CERTIFIED WEB COPY
6/12/2023 10:32:19 AM

Attachment 3: List of Organization's Bylaws

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, descendent, 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.

A handwritten signature in black ink, appearing to read "Lisa Larsen", written over a horizontal line.

(Duly Elected Secretary)

Attachment 4: Current Fiscal Year Budget

Building Peace, Inc - 2023 Operating Budget
2518 Ridge Court, Unit 206
Lawrence, Ks 66046

Description		Fiscal Year 2023
Income		
	Foundation/Government Grants	\$35,000.00
	Individual Donations	\$10,000.00
	Organizational Donations/Sponsorships	
	Other Income (Fees)	\$5,000.00
	Special Events	
	Workshops & Training Fees	
	Total Income	\$50,000.00
Expense		
	Advertising - Website	
	Website	\$200.00
	Ad	\$100.00
	Bank/Internet Transfer Fees	\$50.00
	Internet/Phone	\$2,200.00
	Convention Expense	
	Liability Insurance	\$700.00
	Meeting and Event Expense	
	Office Space	\$7,000.00
	Travel	
	Supplies and Materials	
	Office	\$1,500.00
	Software/IT	\$1,000.00
	Postage and Delivery	
	Printing and Reproduction	
	Professional Services fees	
	Accounting & Bookkeeping	\$250.00
	Training	
	Business Organization Fees	
	Graphic Design	
	Marketing	
	Miscellaneous	
	Total Operating	\$13,000.00
Personnel/Staffing		
	Professional Staff	\$15,000.00
	Administrative	\$15,000.00
	Grants Coordinator (Contract)	\$1,000.00
	Benefits (Employee)	\$6,000.00
	Total Employee	\$37,000.00
	Total Expense	\$50,000.00
	Total Income	\$50,000.00
	Balance	\$0.00
	Operating Reserve	\$0.00



DOUGLAS COUNTY DISTRICT ATTORNEY

Seventh Judicial District
Judicial & Law Enforcement Center
111 E. 11th Street, Unit 100
Lawrence, KS 66044-2912
(785) 841-0211 Fax (785) 832-8202
www.dgcoda.org

Suzanne Valdez
District Attorney

Joshua D. Seiden
Deputy District Attorney

June 14, 2023

Nancy Kelley
Program Coordinator
Building Peace, INC.
2518 Ridge Court, Unit 206
Lawrence, KS 66046

Dear Ms. Kelley,

On behalf of the Douglas County District Attorney's Office, I am writing to assert our continued commitment to collaborating with Building Peace on the "Juvenile Offender-Victim Dialogue" program to offer restorative justice services to juveniles in Douglas County. We have already seen successful outcomes for juvenile offenders who participate in mediation services and are looking forward to referring more youth to participate in restorative justice programs with the ultimate goal of disrupting the school-to-prison pipeline and diverting juveniles from the criminal justice system.

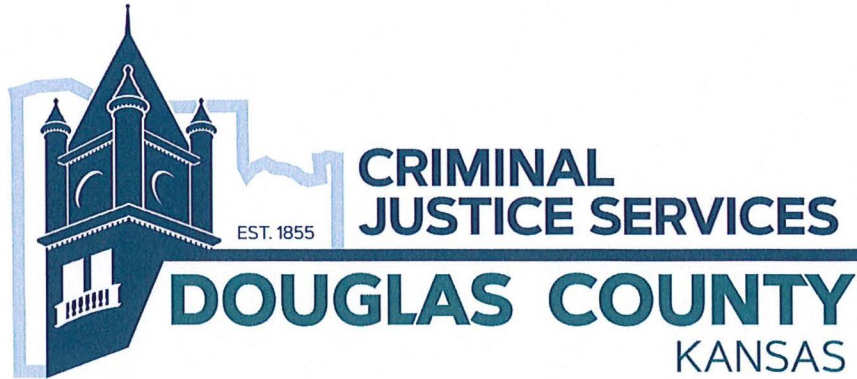
To achieve this, the Douglas County District Attorney's Office is committed to:

- Referring all appropriate juvenile cases to Building Peace to receive pre-charge Offender-Victim mediation services.
- Maintaining a partnership with Building Peace to collaboratively ensure that juveniles referred for mediation services are appropriate for restorative justice services and that juveniles referred are representative of the demographics of the Douglas County juvenile justice system more broadly.
- Sharing data about juvenile recidivism rates when this information is available so that Building Peace can collect data to gauge the long-term success of its programs.

The Douglas County District Attorney's Office looks forward to the ongoing relationship between our organizations to meet our shared goal of serving both victims and juvenile offenders in Douglas County. We know that communities in Douglas County will be better served by restorative programs geared specifically toward juvenile offenders.

Sincerely,

Suzanne Valdez
District Attorney



YOUTH SERVICES, PRETRIAL, HOUSE ARREST
BEHAVIOR HEALTH COURT, DRUG COURT
330 Industrial Lane
Lawrence, KS 66044
(785) 331-1300
(785) 331-1304 Fax

ADULT COMMUNITY CORRECTIONS
COMMUNITY SERVICE WORK
1006 New Hampshire Street
Lawrence, KS 66044
(785)832-5220
(785)330-2800 Fax

To Whom It May Concern:

This letter is written in support of the Building Peace application for Justice Grant funding. Criminal Justice Services -Youth Programs has been successfully utilizing the restorative practices of Building Peace with youth assigned by the District Attorney's office to our Immediate Intervention Program/ Diversion.

Our partnership with the Building Peace program has provided Douglas County with the opportunity to provide youth in our community with an appropriate educational response to minor offenses and other conflicts without formally criminalizing the behavior or the individual and create a community of care around youth in conflict with the law.

We look forward to our continued partnership with Building Peace and are excited about the enhancements that this grant will provide to assist Building Peace in managing referrals and the provision of restorative justice services.

Respectfully,

Pam D. Weigand
Director
Douglas County Criminal Justice Services
Phone: 785.331.1311



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPLETE EQUITY MARKETS INC 1190 Flex Court Lake Zurich, IL 60047	CONTACT NAME: PHONE (A/C No. Ext): (847)541-0900 FAX (A/C, No): (847)541-0444 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : National Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Specialty Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Building Peace, Inc. 2518 Ridge Court Suite 206 Lawrence, KS 66046															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> _____						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			1802649	9/19/2022	9/19/2023	Each Claim \$100,000 Aggregate \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER <p style="text-align: center; font-size: 1.2em;">For Information Only</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right; font-family: cursive; font-size: 1.2em;">Lawrence T.P. Molloy</p>
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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

June 15, 2023

Jeff Peter
Office of Judicial Administration
301 SW 10th Avenue, Room 337
Topeka, KS 66612-1507

Re: Access to Justice Grant - Audit

Dear Mr. Peter:

Building Peace has no audit report nor is it required to under IRS rules.

Please don't hesitate to contact me if you have further questions.

Respectfully,



Lisa Larsen
Building Peace, Inc.
785-331-9162