The Kansas School Nurse Organization (KSNO) Operating Guidelines detail the regularly recurring work processes to be conducted or followed within our organization. They document the way activities are to be performed to facilitate a consistent quality system within the organization. The fundamental programmatic roles and actions within KSNO are intended to be specific to the organization whose activities are described within these guidelines.

The KSNO Operating Guidelines are a set of written instructions that document a routine or repetitive activity followed by KSNO. These guidelines are an integral part of our successful organization and provide individuals with the information to perform their role within the organization successfully. They also provide a method to facilitate consistency in the quality and integrity of all board members by detailing the work processes to be performed to support the organization and their members.

These guidelines have been approved and adopted by the KSNO Board of Directors.
# Table of Contents

1. General Duties of Board Members 3 - 4
2. KSNO Executive Board Meeting Norms 5
3. Duties of President 6 - 7
4. Duties of KSNO President Elect 8
5. Duties of KSNO Past President 9
6. Duties of KSNO Vice President 10
7. Duties of KSNO Secretary 11
8. Duties of KSNO Treasurer 12
9. Duties of the KSNO Nominating Chair 13
10. Duties of the KSNO Member-At-Large 14
11. Duties of KSNO Representative to the National Association of School Nurses Board of Directors 15
12. Duties of the KSNO Web Chair 16
13. Duties of the Membership/Public Relations Chair 17 - 18
14. Duties of the KSNO Professional Standards Chair 19 - 20
15. Duties of the KSNO District Representatives 21
16. Duties of the KSNO Legislative Chair 22
17. Duties of the KSNO Bylaws Chair 23
18. Duties of the KSNO Awards/Scholarship Chair 24
19. Duties of the KSNO Summer Conference Chair 25
20. Duties of the Kansas School Nurse Consultant, Ex-Officio 26
21. Duties of the KSDE Representative, Ex-Officio 27
22. Appendix 28 – 45
GENERAL DUTIES OF BOARD MEMBERS

The following items are common to all elected office and appointed state committee chair positions and will be understood to be a part of the responsibilities for each position.

It is understood that each incoming officer or chair will receive a copy of the KSNO Operating Guidelines, Conflict of Interest policy and committee guidelines as assigned.

1. Attendance is expected at all Board and other meetings as deemed appropriate as set forth in the Bylaws and the Operational Guidelines.
3. Written reports documenting activities to date are to be prepared and presented as directed by the President prior to all Board meetings (e.g. posted on KSNO website.) Reports shall be submitted to the President and Web Chair no less than 10 days prior to each Board meeting.
4. Written ANNUAL reports documenting the year’s activities are to be prepared to be included in the July KSNO annual report for the general membership.
5. All board members are to refer to the Bylaws and the Operational Guidelines for all duties.
6. Committee Chairs call all committee meetings necessary to complete organizational business.
7. Removal from board duties:
   a. Elected Officers
      i. The President and/or at least three (3) other Executive Board Members will counsel any officer failing to meet the obligations/responsibilities of the office.
      ii. An officer unable to meet obligations/responsibilities shall be asked to step down from office.
      iii. Vacancy of an elected board position shall be filled according to Bylaws Article VI, Section 1 c.
   b. Committee Chairs/Appointees
      i. Serve at the will of the President and may be removed at any time for failure to function.
      ii. Must be reappointed by the President at the beginning of each presidential term of office.
8. Resignations from board duties:
   a. Any resignation from KSNO Board of Directors office/responsibility will be submitted to the board in writing.
   b. All resignations will be accepted without question.
   c. All KSNO properties must be returned to the organization within 1 month of resignation. (Bylaws Article VI, section 4)
   d. The resigning elected or appointed individual must orient incoming officer/committee chair to his/her position and provide necessary materials, i.e.,
Bylaws, Operational Guidelines for position, and any reports of activities conducted since the most recent board meeting.

9. Business of the Organization will be conducted according to Robert’s Rules of Order, Newly Revised, in all instances to which they are applicable and are consistent with the Bylaws. (Article XII)

10. Financial Responsibility
   a. When requested by the Treasurer, submit a budget of projected expenses for the next fiscal year to be used in budget preparation.
   b. Keep expenditures within approved budget.
   c. Submit reimbursable expenses with documentation to the Treasurer on the current KSNO Expense Form, preferable within one month of incurred expense. (See pages 28-30)
   d. If any KSNO Board of Directors member anticipates a budget overrun of more than 10% of their committee budget, prior approval must be requested from the State President who then consults with the Treasurer for inclusion in board agenda for approval at next meeting (See KSNO Executive Board Meeting Norms #6).
   e. KSNO funds may not be used for personal expenses, personal acknowledgements or personal use items. KSNO funds cannot be used to purchase personal gifts including baby showers, bereavements, weddings, or birthdays. If the membership determines that such items are necessary, the individual members can make personal donations to purchase the designated items. These donations may not be commingled with KSNO funds.

11. All KSNO and KSNO-approved vendor contests, drawings, awards, prizes, raffles and other such activities which are awarded by lottery or chance must be approved by the board of directors. Such activities must be a benefit to the membership at large, and the request for approval must include a description of the identified benefit. KSNO officers, directors, staff, contractors and immediate families of the same are not eligible to participate in contests, drawings, awards, prizes, raffles and other such activities which are awarded by lottery or chance at KSNO sponsored events.

12. Operating Guidelines will be reviewed every 2 years, the second year of the President’s term and amended as needed. The revision effort will be led by the President-Elect.
1. Arrangements for board-meetings will be made early and announced through the pre-board briefing (dates, times, location/address/phone, directions, meal plans, other plans, roommates, etc).

2. Any board member who cannot be at a board meeting will contact the President in advance.

3. A quorum for any meeting of the executive board or any committee meeting shall consist of a majority of its members (KSNO Bylaws, Article X). If a quorum is not present at the scheduled starting time, the board will proceed with items requiring no vote.

4. Board meetings will start and end on time. At ONE hour before the scheduled ending time, remaining agenda items will be prioritized and time renegotiated.

5. Latecomers will not be brought up to date during the meeting, and their arrival/departure times will be noted in the minutes.

6. A vote will be required for any financial decisions beyond budgeted expenses.

7. Committee work will not be conducted during the meeting.

8. Reports included on the agenda will be brief and cogent reports. A written copy of any report not posted in advance should be submitted to the secretary.

9. The presiding officer will ensure that everyone’s opinion is heard.

10. Board members must respect one another by refraining from distractions, interruptions or rude behaviors.

11. The meeting will be conducted according to Roberts Rules of Order. (Bylaws Article XII)
DUTIES OF THE KSNO PRESIDENT

The responsibilities for this office include the “General Duties of Board Members” and the following:
(Bylaws Article VII, Section 1)

1. Represent KSNO
   a. To members and organizations for the purpose of informing and increasing collaboration.
   b. To all Kansas school nurses. Stay at hotel during summer conference, speak to new school nurses, write articles for KSNO website, and as much as possible make self available for district meetings upon request.
   c. To NASN, with the NASN representative, regarding issues arising in NASN or KSNO – attend National Conference including the President’s breakfast.

2. Provide leadership to the KSNO Board of Directors
   a. Fill vacant appointed board positions and appoint task forces as needed.
   b. Give committee chairs and district representatives:
      i. Copy of the latest budget
      ii. Copy of Operational Guidelines
      iii. Strategic Plan
      iv. Copy of Bylaws
      v. Map of districts/counties
   c. Coordinate work among committees and task forces.
   d. Stewardship of strategic plan/planning.

3. Plan and conduct meetings (Bylaws Article IX, Section 1)
   a. Three Board of Director Meetings
      i. Plan agenda with input from President-Elect
      ii. Set date, time, and place for meeting
      iii. Prepare handouts for meeting
   b. One or two general business meetings (one held at summer conference)
      i. Prepare agenda as above
      ii. Prepare for induction of new officers at summer meeting

4. Relay information
   a. Welcome new nurses: i.e. Summer conference, individual letter, through KSNO website.
   b. Prepare board contact information and group email.
   c. Coordinate contents of website with website chair.
   d. Compose board list for website or delegate to another officer.
   e. Prepare newsletter to communicate President and board member activities and email to all board members.
   f. Prepare year-end KSNO accomplishments to distribute to all attendees at summer conference and to have available on KSNO website.
   g. Inform people outside of KSNO regarding change in Presidency (i.e. Legislative liaison, Kansas State Nurses Association (KSNA), Kansas State Board
of Nursing (KSBN), Kansas State Department of Education (KSDE), Kansas Association of School Boards (KASB), etc.)
h. Coordinate the proclamation signing with the Governor for School Nurse Day.
DUTIES OF THE KSNO PRESIDENT ELECT

The responsibilities for this office include the “General Duties of Board Members” and the following:

1. Familiarize self with the organization, by-laws, issues, goals, and needs.
   a. Collaborate with the President on meeting needs of members and completing executive tasks.
   b. Help chair or select a committee in which to participate.
   c. Assist the President in planning the board and general business agendas.
   d. Conduct meetings in the absence of the President. (Bylaws Article VII Section 2)
   e. Lead review of Operating Guidelines compiling suggested changes/revisions for approval by executive board.

2. Attend the National Association of School Nurses Conference (See budget for specific monies allocated).
   a. Register to attend the President’s breakfast with the current KSNO President.
   b. Consider attending pre-conference leadership session.

3. Assist with specific areas at state summer conference.
   a. Speak to new nurses with the current President.
   b. Prepare opening comments for state conference (i.e. welcome).
   c. Assist with award presentations.
   d. Other duties as assigned.
DUTIES OF THE KSNO PAST PRESIDENT

The responsibilities for this office include the “General Duties of Board Members” and the following:

1. Transfer KSNO information and historical files to new President at summer conference.
2. Prepare an abbreviated calendar of Presidential duties from the past year to assist the new President in making a smooth transition.
3. Select one or two areas of the strategic plan to continue to work towards completion.
4. Be available to answer questions from new President.
5. Be available to preside in the absence of the President. (Bylaws Article VII Section 2)
6. Prepare and submit written report no less than 10 days prior to each Board meeting.
DUTIES OF THE KSNO VICE PRESIDENT

The responsibilities for this office include the “General Duties of Board Members” and the following:

1. With the KSNO President, coordinate logistics of the KSNO Board of Directors Meetings. (Bylaws Article VII Section 3) Effective Fall 2007

2. Prepare and submit written report to President and Web Chair no less than 10 days prior to each Board meeting.

3. Support the history of KSNO through collection of historical information by communication/collaboration with past board members and general membership.

4. As a member of the Finance Committee, review financial records for the fiscal year provided by the Treasurer at the annual audit, preceding the general meeting, designated by the executive board as the primary business meeting of the year. (per revised bylaws 2015)

5. With the KSNO President, serve as moderator of the New Nurse sessions, providing a great opportunity for new nurses to see our organization president and vice president, as well as another venue to recruit future members.

6. Post information relevant to school nursing and specific to KS on School Nurse Net. Participate in discussions on SNN to promote and facilitate the exchange of information among members of KSNO.

7. Be responsible for other duties as assigned by the President.
DUTIES OF THE KSNO SECRETARY

The responsibilities of this office include the “General Duties of Board Members” and the following:

1. Keep an accurate and current record of the proceedings of the executive board and the meetings of the organization. (Bylaws Article VII Section 4) These include, but are not limited to:
   a. Executive Board of Directors minutes.
   b. Annual Meeting minutes.
   c. All Officer and Committee reports
2. Preserve in a permanent file all records and correspondence of KSNO, its officers, and committees.
3. Prepare and send copies of the minutes to the Website Chair within 6 weeks following approval by the KSNO Board at the most recent board meeting.
4. The general meeting minutes shall be published following approval by the KSNO Board at the most recent board meeting.
DUTIES OF THE KSNO TREASURER

The responsibilities of this office include the “General Duties of Board Members” and the following:

1. Shall receive all funds belonging to the organization. (Bylaws Article VII, Section 5)
2. Pay out all disbursements ordered by the President.
3. Keep an itemized account of the receipts and expenditures, according to current account numbers. Make a written report of the same to the membership at the general meeting, designated by the executive board as the primary business meeting of the year.
4. Collect all signed Conflict of Interest forms from each board member by the fall board meeting. Maintain the forms with the financial record.
5. Collaborates with summer conference planning committee in disbursements and deposits of fund(s) as determined in Memorandum of Understanding (KDHE/KSNO) as fiscal agent for summer conference.
6. Have records for the fiscal year available and secure an audit annually, preceding the general meeting, designated by the executive board as the primary business meeting of the year.
7. At KSNO Board of Directors meetings, present expenditures incurred since the previous board meeting for approval.
8. Expenditures over budgeted amounts should have board approval. (See page 4, financial responsibilities of all board members).
9. Works with the finance committee to create an annual budget to be presented for approval to the executive board at the winter meeting corresponding with the fiscal year April 1 through March 30. After approval by the executive board, the annual budget will be published at the general meeting, designated as the primary business meeting of the year.
10. Receives, files, and pays vouchers from board members.
11. Pay dues to other organizations, as applicable and with board approval.
12. Files income and sales tax forms with the state and federal government.
13. The current treasurer and another member of the executive board, as appointed by the President, will have authority to access and write on all financial accounts.
14. The President will have view only authority for the Edward Jones accounts.
15. Financial records shall be kept for seven years. Records past seven years will be destroyed.
16. Will chair the finance committee consisting of the Treasurer, Vice President and one other member appointed by the President. (per revised bylaws 2015)
DUTIES OF THE KSNO NOMINATING CHAIR

The Nominating Committee consists of three members.
1. One elected annually, each serving for a three-year term.
2. The senior most member serves as chair of the committee and as such, serves as a member of the executive board (Bylaws Article VI, Section 1.B. Article XI, Section 2)
3. Prepare and submit written report to President and Web Chair no less than 10 days prior to each Board meeting.

The responsibilities of this office include the “General Duties of Board Members” and the following:

(Bylaws Article XI Section 2)

1. Contact eligible members being considered as nominees and secure acceptance or withdrawals for the office or post indicated. Every effort will be made to obtain nominees from various geographic areas. The committee is to secure at least one candidate for each office/position.
2. Prepare the official ballot for the election to be held at the general meeting designated by the executive board as the primary business meeting of the year. Nominations may also be made from the floor.
   a. Even Year Ballot consists of secretary, member-at-large, and nominating member candidates.
   b. Odd Year Ballot consists of president-elect, vice-president, treasurer, member-at-large, and nominating member candidates.
3. Election
   a. If only one candidate is presented for each position or office and no other nominations are made from the floor, a member of the Nominating Committee or the Nominating Committee Chairperson makes a motion that “the slate of candidates be accepted as presented”, without completion of ballots.
   b. If more than one candidate is presented for an office or position, the nominating committee members count the ballot and present the election results to the membership at the annual meeting. Following the presentation of the results the Nominating Committee Chairperson makes a motion that the ballots be destroyed.
DUTIES OF THE KSNO MEMBER-AT-LARGE

The responsibilities of this office include the “General Duties of Board Members” and the following:

1. Represents KSNO General Membership as directed by the KSNO President and Board of Directors.
2. Attends meetings of the KSNO Board of Directors.
3. Prepare and submit written report to President and Web Chair no less than 10 days prior to each Board meeting.
4. Post information relevant to school nursing and specific to KS on the School Nurse Net. Participate in discussions on SNN to promote and facilitate the exchange of information among members of KSNO
5. Each Member at Large shall participate as either a member of the Legislative Committee or as a member of the Professional Standard Committee.
   a. Member at Large appointed in odd numbered years shall serve on Legislative Committee.
   b. Member at Large appointed in even numbered years shall serve on Professional Standards Committee.
DUTIES OF THE KSNO REPRESENTATIVE TO THE NATIONAL ASSOCIATION OF SCHOOL NURSES BOARD OF DIRECTORS

The responsibilities of this office include the “General Duties of Executive Board Members” and the following:

1. Represents Kansas School Nurse Organization (KSNO) on the Board of Directors of National Association of School Nurses (NASN).
2. Attends NASN Annual Conference as a representative of KSNO and at the conference:
   a. Attends NASN Board of Directors meeting held prior to the NASN conference.
   b. Plans a state caucus meeting with KSNO President prior to the NASN Annual Business Meeting, when needed.
   c. Attends the NASN Annual Business Meeting.
3. Provides regular communication to the KSNO Board of Directors and is part of the KSNO Executive Committee, attending all meetings.
4. Provides direct communication to NASN on specific recommendations from KSNO.
5. Provides KSNO with a report of activities and issues prior to the Fall and Annual Board meeting and as needed.
6. Represents NASN at KSNO functions and serves on designated KSNO committees as appropriate.
7. Attends the Winter NASN Board of Directors meeting.
8. Posts news releases and articles about NASN to the KSNO NurseNet Community on NASN.org.
9. Serves on NASN committees as a participating member as assigned.
10. The newly appointed NASN representative will be officially installed as the Kansas Board Member at the NASN Winter Board of Director’s meeting.
11. See National Association of School Nurses Board of Director Role Description.
DUTIES OF THE KSNO WEB CHAIR

The responsibilities of this office include the “General Duties of Board Members” and the following:

1. Ensure that timely, accurate information is placed on the KSNO website to enhance the ability of Kansas school nurses to access information relevant to the profession.

2. Coordinate updates for website software with the website hosting service as needed to maintain the functionality of the site.

3. Discuss any question regarding appropriateness of content submitted for the KSNO website with the KSNO President. Information will be placed on the site at the discretion of the web chair and/or KSNO President.

4. Maintain the Library section of the SNN/KSNO site with timely organizational information.

5. Post information relevant to school nursing and specific to KS on the School Nurse Net. Participate in discussions on SNN to promote and facilitate the exchange of information among members of KSNO.

6. Utilize and promote information regarding KSNO on social media.
DUTIES OF THE MEMBERSHIP/PUBLIC RELATIONS CHAIR

The responsibilities of this office include the “General Duties of Board Members” and the following:

1. Provides for an accurate account of all members.
2. Prepares a membership list as provided by NASN, and emails to all board members monthly.
3. Communicates and coordinates membership activities with NASN.
4. Collaborates with District Representatives to ensure the growth of KSNO by developing effective recruitment, recognition, and retention procedures, and promotes KSNO activities and information to existing as well as potential KSNO members.
5. Works with KSNO President to provide information about KSNO to the new school nurses at the annual state conference.
6. NASN Membership Processing and Recruitment Activities:
   a. NASN will send KSNO a monthly report of paid memberships including a check for paid memberships.
   b. NASN will attempt to process membership cards within 30 days of receipt of application.
   c. Participation and collaboration with NASN and other affiliates to increase organizational membership (emails, NASN/KSNO Websites, SchoolNurseNet Community Sites, Webinars, etc).
7. Categories of Membership. (Excerpted from Bylaws Article IV, Section 3)
   a. Active members
      i. To qualify for Active membership in NASN one must:
         a) Be a registered professional nurse.
         b) Meet criteria for certification as a school nurse (if mandated certification exists).
         c) Have as their primary assignment, the administration, education or the provision of school health services.
      ii. Any retired member who desires to remain in the Active membership classification shall be required to pay full Active dues and upon payment of dues, shall be granted Active membership privileges.
   b. Retired members shall be: Any school nurse who is a member of the Corporation, upon retirement shall be eligible to become a Retired member, upon notification to the Corporation.
   c. Student members shall be:
      i. a student, not currently a nurse, enrolled in a professional nursing program, with written proof of enrollment submitted with membership form;
      ii. allowed a maximum of five years of student membership; and
      iii. ineligible for student membership if they have completed the requirements to be a school nurse and are pursuing further education.
   d. Corporate/Business/Professional Organization members shall be:
i. Those organizations or persons who desire to support the goals of the Corporation and whose members are not eligible for Active or Associate membership in the Corporation.

ii. Granting of a Corporate/Business/Professional Organization membership shall in no way bind the Corporation to support philosophies or policies of any Corporate/Business/Professional Organization members.

e. Members-at-Large shall be: those persons who hold a special interest in or who are working with the Corporation and who do not fit into any other Corporation membership classification.

f. Honorary members shall be: NASN past-presidents residing in Kansas shall be honorary members of KSNO with full membership rights.

8. Promotes professional role of the school nurse to other school staff members, parents, students, other health care providers, and the general public.

9. Utilize and promote information regarding KSNO on social media.
DUTIES OF THE KSNO PROFESSIONAL STANDARDS CHAIR

The responsibilities of this appointment (or position) include the “General Duties of Board Members” and the following:

(Bylaws Article XI Section 6)
1. Serve as chair of the Professional Standards Committee consisting of at least two members as appointed by the President.
2. Maintain contact with various professional groups regarding information pertinent to school health.
3. Work closely with the Legislative Committee to ensure the improvement of professional standards for Kansas school nurses.
4. Reviews and responds to pertinent information regarding professional concerns. Issues may include nursing ethics, legislative proposals, student health and education practices, professional preparation, salary, assignment, professional conduct, tenure, and any other professional problems confronting KSNO members.
5. Provides KSNO Board of Directors with information pertaining to ethical issues from which KSNO position can be derived as needed.
6. Develops, revises and reviews KSNO Position Statements concerning school nurse professional standards.
   a. Position Statements for KSNO should meet both of the following criteria:
      i. The subject is an emergent state issue relevant to school nursing and/or student health;
      ii. There is an absence of a NASN position statement on the issue and/or the need to speak more specifically regarding the issue as it applies to Kansas state law or practice.
   b. KSNO Position Statements should be reviewed annually by the Professional Standards committee and a recommendation made to the executive board as to appropriate action for each position statement:
      i. Maintain
      ii. Maintain, but revision suggested
      iii. Retire
      iv. Create new position statement
   c. Process to revise or retire position statements: Motions to retire a position statement passed by the executive board are then presented to the general membership at the annual meeting for approval. Motions to revise a position statement passed by the executive board are acted upon, and the corresponding revised position statement presented to the general membership for approval at the annual meeting.
   d. New Position Statements: Upon passing a motion by the executive board or general membership at the annual meeting, a new position statement may be drafted. The final approval of all new position statements must be made by the general membership at the annual meeting, after first being approved by the executive board.
e. The format of all KSNO position statements will follow the model adopted by NASN: Summary of Position, History, Description of Issue, Role of the School Nurse, Rationale, and References/Resources.
DUTIES OF THE KSNO DISTRICT REPRESENTATIVES

The responsibilities of this office include the “General Duties of Board Members” and the following:

Kansas has 4 Districts

1. Represents district on the KSNO Board of Directors. (Bylaws Article XI Section 8)

2. Receives a list of all school nurses in their district from the membership chair.

3. Responsibilities may include:
   a. Encourage KSNO membership
   b. Provide information about opportunities for CNE’s pertaining to School Nursing.
   c. Communication of KSNO information.

4. Prepare and submit written report to President and Web Chair no less than 10 days prior to each Board meeting.

5. Post information relevant to school nursing and specific to KS on the School Nurse Net. Participate in discussions on SNN to promote and facilitate the exchange of information among members of KSNO

6. Encourage a nominee from each district for School Nurse of the Year.
DUTIES OF THE KSNO LEGISLATIVE CHAIR

The responsibilities of this office include the “General Duties of Board Members” and the following:

(Bylaws Article XI Section 7)

1. Serve as chair of the Legislative Committee consisting of at least two members as appointed by the President.

2. Maintains ongoing and effective communication with KSNO Legislative Advocates.

3. Prepare and submit written report to President and Web Chair no less than 10 days prior to each Board meeting.

4. Keeps the membership informed in a timely manner regarding current legislative issues affecting school health services and school nursing through District Representatives and the KSNO website with the approval of the state President.

5. Receives and processes committee recommendations for KSNO positions on legislation and determines consensus position.

6. Establishes legislative priorities for consideration by the KSNO Board of Directors.

7. Suggests legislative platform to KSNO Board of Directors at the fall meeting in preparation for the legislative session.

8. Networks with appropriate health related and educational groups relative to legislative issues.

9. Maintains liaison with other agencies and organizations regarding legislative issues dealing with school health services, child welfare, and education.

10. Confers with legislators and legislative staff as appropriate.

11. Coordinates legislative committee, recruits members, and provides training and information to them.

12. Work toward securing the enactment of legislation favorable to nursing and education, and nursing and education professionals, as directed by the KSNO Board of Directors.

13. Make a formal report to the membership each year at the Annual Meeting.
DUTIES OF THE KSNO BYLAWS CHAIR

The responsibilities of this office include the “General Duties of Members” and the following:

1. Reviews the bylaws as needed.
2. Receives and prepares recommendations for amendments to the Bylaws and submits to the KSNO Board of Directors at least 30 days prior to General Membership meeting. (Bylaws Article XI Section 3).
3. Prepare and submit written report to President and Web Chair no less than 10 days prior to each Board meeting.
4. Ensures that Robert’s Rules of Order are followed in all meetings, including those of the executive board.
5. Clarifies bylaws rules when needed.
6. Bylaws/Parliamentarian committee shall consist of the Bylaws Chair, and two other members:
   a. District 2 & 4 representatives serve on even numbered years.
   b. District 1 & 3 representatives serve on odd numbered years.

7. The Bylaws/Parliamentarian Committee shall review annually by February 1 and submit suggested revisions of this organization's bylaws to its membership (per bylaws revised 2015).
DUTIES OF THE KSNO AWARDS and SCHOLARSHIP CHAIR

The responsibilities of this office include the “General Duties of Board Members” and the following:

1. Coordinates annual recognition for School Nurse of the Year, School Nurse Administrator of the Year, Administrator of the Year, and School Nurse Recognition awards.
   a. Seeks to obtain nominations for all award categories.
   b. Works with awards committee to determine awards recipients.
   c. Awards Committee includes the Past Awards Chair, Public Relations Chair, and past two School Nurse of the Year recipients.
   d. All nominees will be notified of committee decision by May 15th. The nominating person of the winner will be notified by this date also.
   e. Verifies membership status with KSNO and NASN membership chair for all School Nurse of the Year, School Nurse Administrator and Scholarship recipients to ensure eligibility.
   f. Reports recipients of the recognitions to the KSNO President.
   g. Presents awards to recipients at the Annual Summer Conference and assists them with guest arrangements.
   h. Assists recipients in preparing for NASN national recognition event. Can obtain needed application forms from the NASN representative.

2. Promotes KSNO scholarship through District Representatives, Board Members, General Membership, Website, and partnering agencies.
   a. Monitors submission of scholarship applicant requirements.
   b. Works with Awards Committee to review applications through “blind” review process.
   c. Notifies applicants of monetary award amount, which is determined by money in scholarship account, but not less than $750.00.
   d. Notifies treasurer of scholarship award amount and ensures receipt to applicant.
   e. Reports recipients of scholarships to KSNO President, Executive Board and General Membership.
   f. Coordinates programs to support scholarship funds.

3. Prepare and submit written report to President and Web Chair no less than 10 days prior to each Board meeting.

(See pgs. 31-36 in Appendix for specific information about awards and scholarships)
DUTIES OF THE KSNO SUMMER CONFERENCE CHAIR

The responsibilities of this office include the “General Duties of Board Members” and the following:

1. Represents KSNO on the Summer Conference Planning Committee.
2. Agrees to remain an active member with a four-year commitment.
3. Participates in five meetings per year. Four are face to face in Wichita and one is by phone conference.
4. Maintain KSNO Summer Conference checking account and other finances of the planning committee.
5. Prepare and submit written report to President and Web Chair no less than 10 days prior to each Board meeting.
DUTIES OF THE KANSAS SCHOOL NURSE CONSULTANT

(EX-OFFICIO MEMBER OF THE BOARD)

1. The Kansas School Nurse Consultant, by virtue of his/her position, shall be a non-voting member, [Ex-Officio].
2. Serves as a point of contact between KSNO and KDHE.
3. Communicate information that is pertinent to the missions of both organizations – KDHE & KSNO.
4. Attends Board meetings and participates in discussions pertinent to both organizations.
5. Provides written report of how information was shared between these organizations 14 days prior to each Board meeting.
6. Serves as a member of the Summer Conference Planning Committee. Attends five meetings per year. Four are face to face in Wichita and one is by phone conference.
DUTIES OF THE KANSAS STATE DEPARTMENT OF EDUCATION (KSDE) REPRESENTATIVE

(EX-OFFICIO MEMBER OF THE BOARD)

1. The KSDE Representative, by virtue of his/her position, shall be a non-voting member, [Ex-Officio].
2. Serves as a point of contact between KSNO and KSDE.
3. Communicate information that is pertinent to the missions of both organizations – KSDE & KSNO.
4. Attends Board meetings and participates in discussions pertinent to both organizations.
5. Provides written report of how information was shared between these organizations 14 days prior to each Board meeting.
6. Serves as a member of the Summer Conference Planning Committee. Attends five meetings per year. Four are face to face in Wichita and one is by phone conference.
APPENDIX

(Pages 37-45 are not official documents. They are included for reference only. The official documents are in the possession of the President. The official documents may be viewed by request to the President)

KSNO BOARD OF DIRECTORS

AGENDA

I. WELCOME

II. INTRODUCTIONS
   ★ Call to Order
★ Roll Call - Determination of a Quorum

III. APPROVAL OF AGENDA

IV. REVIEW OF MINUTES BOD MEETING

V. OFFICER’S REPORTS
★ President -
★ Past-President -
★ President-Elect -
★ Vice-President -
★ Secretary -
★ Treasurer -

VI. REPRESENTATIVES
★ NASN -
★ Summer Conference -
★ Member-at-large -
★ Member-at-large -
★ Kansas School Nurse Consultant -

VII. COMMITTEE REPORTS
★ Awards Chair -
★ Bylaws Chair -
★ Legislative Chair -
★ Membership/Public Relations Chair -
★ Professional Standards Chair -
★ Web Chair -
★ Nominating Chair -

VIII. DISTRICT REPORTS

IX. UNFINISHED BUSINESS
X. NEW BUSINESS
XI. ANNOUNCEMENTS/ADJOURNMENT

Kansas School Nurse Organization
REIMBURSEMENT EXPENSE PROCEDURES

The Kansas School Nurse Organization (KSNO) intends to pay reasonable travel expenses for authorized KSNO representatives. Representatives are naturally expected to use discretion and good judgment in all matters involving KSNO funds. Travel related to KSNO representation and business shall be approved by the President, or in the absence of the President, the President-Elect and/or Vice President.
AUTHORIZED KSNO REPRESENTATIVES

1. KSNO Officers and Board Members shall be reimbursed mileage at the rate of $.35 cents/mile incurred while attending a meeting of the Executive Board. If the board member is traveling by school district transportation and travel expenses are already being provided, it is not prudent for the board member to submit for reimbursement from KSNO. Board members attending Summer Conference will not receive mileage or hotel reimbursement for the July Board Meeting.

2. Designated representatives attending other meetings/functions as related to their office or upon request of the organization shall be reimbursed for transportation, lodging and meals after a report is filed.

3. Reimbursement will ONLY occur with the submission of the Expense Voucher and attached written original receipts. No receipts are required for mileage reimbursement. All reimbursements must be completed and submitted to the Treasurer within 30 days of completed expenses.

Form (See attached)

B. Transportation – Transportation expenses include all regularly scheduled forms of travel (airplane, train, bus, etc.) and the use of a personal automobile. Only round-trip coach airfare, using the most economical flight available at the time will be reimbursed. Ground transportation to and from the hotel or meeting site will be reimbursed. A written original receipt must substantiate all modes of transportation, except a personal car. Travel by personal car is reimbursed at the rate of $.35 cents/mile, providing the total does not exceed coach airfare. In addition, necessary parking fees or highway tolls will be reimbursed with the necessary receipts.

C. Lodging - Lodging should be for double occupancy whenever possible.

1. Lodging for National Travel - Reimbursements for room rates reasonable for the area will be allowed.

2. Lodging for In-State Travel - Reimbursement up to $70 for one nights lodging to attend KSNO Executive Board Meetings or other In-State meetings necessary to fulfill the function of their office or as requested by the President, will be allowed when transportation greater than 250 miles is required one-way to attend the meeting or timing of the meeting requires an over-night stay to meet the obligation. Original receipts are required.

D. Meals - Meals will be reimbursed on the basis of up to $25 per day (Breakfast-$5.00, Lunch $7.50, Dinner-$12.50) for representatives with budgeted funding approved for travel attending National meetings. Original receipts are required. When meals are included in the conference registration fee or otherwise covered by the conference/organization, the specific meal amounts listed above will be deducted from the per diem allowance. Banquets/luncheons with a keynote speaker will be paid by KSNO in lieu of the per diem amount. However, social or recreational events, i.e. golf mixers, tours, etc. will not be paid by KSNO.

E. Reimbursement not budgeted or over budgeted amount requires majority Executive Board approval prior to reimbursement.

F. KSNO will NOT reimburse for tips. Tips are considered a personal expense.

Kansas School Nurse Organization Expense Reimbursement Voucher

ORIGINAL RECEIPTS MUST BE ATTACHED, should be labeled and pertain to the budgetary category

Voucher must be submitted within 30 days of expenditure
Mail completed voucher to KSNO Treasurer
Name: ____________________________________ Miles (if driving by car): ______________

KSNO Office/Appointment: _______________ Departure Date/Time: _______________

From Destination: ________________________ To Destination: ______________

Reason for Reimbursement: _______________ Return Date/Time: _______________

<table>
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<tr>
<th>Expense Account Number</th>
<th>Travel</th>
<th>Mileage</th>
<th>Lodging</th>
<th>Meals (B/L/D)</th>
<th>Miscellaneous</th>
<th>Total</th>
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Travel includes airfare or other means of transportation, parking, tolls, taxi, shuttle, etc. Vehicle miles are reimbursed at $0.35 cents/mile. Meals for national meetings are reimbursed at $25 per day. Miscellaneous includes telephone, postage, printing, and any other expenses that do not fit into other categories. Please indicate on the attached receipts what they are for and also note in the space provided below.

Explanation of any item above:

Signature: _____________________________ Date: ________ Total Amount Requested ______________

Address: __________________________________________ Phone:_______________ (W/C/H)

City, State, Zip Code: _________________________________________________________________

Signature of KSNO Treasurer: _____________________________ Date: ______________

KSNO Check # for Reimbursement: ______________

Mail to the Kansas School Nurse Organization Treasurer
KSNO Awards Criteria and Nominations Information

● School Nurse of the Year
● School Nurse Administrator of the Year
● Administrator of the Year
● KSNO Recognition Award

Deadline for all nominations is March 31

School Nurse of the Year

Purpose:
To emphasize the contribution of Kansas school nurses by recognizing one school nurse each year who demonstrates excellence and professionalism in school nursing practice.

Eligibility:
▶ Registered professional nurse, who is an active member for the current and minimally two preceding years of KSNO and NASN.
▶ Minimum of five years experience as a school nurse.
▶ Spends 50% or more of contract time in direct care to students.
▶ Nominee must not be on the NASN Board of Directors or an officer of NASN at the time of nomination.
▶ Evidence of excellence in school nursing practice must be based on Scope and Standards of Professional School Nursing Practice (copyright 2001, National Association of School Nurses and American Nurses Association.)

The above eligibility criteria comply with NASN school nurse candidate of the year.

Nomination Procedure:
1. State nominee’s name, current position (including career history as a school nurse), home address, and home and business phone numbers.
2. State your name, title, home address, and home and business phone numbers.
3. Provide narrative describing the nominee’s contribution including examples from the following areas where applicable: provider of client care, program management, health education, professional development, political/legislative activity, community involvement, and research.
4. Include supporting letters, minimum of two and maximum of six. Letters may be from school nurse peers, administrators, supervisors, teachers, parents, students, or others.

School Nurse Administrator
Eligibility:

- Registered professional nurse, who is a member of KSNO and NASN for the current and preceding 5 years.
- Must be employed full-time as a school nurse, with at least 50% of her/his time in supervisory duties.
- Nomination Procedure: The above eligibility criterion complies with NASN school nurse candidate of the year qualifications.
- Nominee must not be on the NASN Board of Directors or an officer of NASN at the time of nomination.
- Evidence of excellence in school nursing practice must be based on
  Scope and Standards of Professional School Nursing Practice (copyright 2005, National Association of School Nurses and American Nurses Association.)

Nomination Procedure:

1. State nominee’s name, current position (including career history as a school nurse/administrator), home address, and home and business phone numbers.
2. State your name, title, home address, and home and business phone numbers.
3. Provide narrative describing the nominee’s contribution including examples from the following areas where applicable: provider of client care, program management, health education, professional development, political/legislative activity, community involvement, and research.
4. Include supporting letters, minimum of two and maximum of six. Letters may be from school nurse peers, administrators, supervisors, teachers, parents, students, or others.

SELECTION PROCEDURE
“For School Nurse and School Nurse Administrator of the Year”
1. Awards chairperson confirms membership and experience.
2. If nominee does not meet eligibility, the nurse will not be eligible for School Nurse of the Year Award but will be recognized on the KSNO website and at the State School Nurse Conference.
3. Judges will not score candidates from their own school districts.
4. Judges will use the adopted tally sheet. Scores will be added.
5. The award will be presented to the nurse with the highest score.
6. The award will be presented at the KSNO summer conference.
7. The decision of the committee is final and not open to appeal.
Name _______________________________________________

RN Yes___ No___
Member of KSNO Yes___ No___
    Joining year________
5 yrs. School nurse experience Yes___ No___ NA___
50% time in direct care Yes___ No___ NA___
50% time in supervisory duties Yes___ No___ NA___
Member of NASN BOD/officer Yes___ No___

Do supporting nomination letters include:
    1. Provider of Client care ______ (1)
    2. Program Management ______ (2)
    3. Health Education ______ (3)
    4. Professional Development ______ (1)
    5. Political/Legislative Activity ______ (3)
    6. Community Involvement ______ (2)
    7. Involved in Research ______ (2)

Administrator of the Year Award

Purpose:
KSNO wishes to publicly recognize one or more administrators (Superintendent or Principal) during the Kansas Summer School Nurse Conference in July in Wichita.

**Criteria:**

1. Effective advocate for child/student well being.
2. Effective advocate for delivery of school health services to students.
3. Nominating person should be a current employee of the administrator whom they are nominating.

**Nomination Procedure:**

1. State nominee’s name, current position, home/business address and home/business phone numbers.
2. State your name, title, home address, and home and business phone number.
3. Provide one to two page narrative describing the nominee’s role in advocating for child/student well being and/or delivery of school health services to student(s).

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**KSNO Recognition Award**

One or more individuals or organizations can receive a Recognition Award

- An organization, agency, group or individual who continuously supported or uniquely contributed in the promotion of KSNO.

**Nomination Procedure:**

1. State nominee’s (organization, agency, group or individual) name, current position, home/business address and home/business phone numbers.
2. State your name, title, home address, and home and business phone number.
3. Provide one to two page narratives describing the nominee’s contribution including examples of how they supported, promoted and/or advocated for school nursing or school health services in Kansas.

* The Administrator and KSNO Recognition Award nominations are reviewed by the awards committee and winners are selected by majority vote from members of this committee.

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**Kansas School Nurse Organization**

**Scholarship Awards Application**

In alliance with NASN philosophy of BSN as entry into practice, KSNO intends to improve school nursing by assisting registered nurses employed in schools to advance their education.
Applications are subject to a “blind” review by the Awards Committee. The following information is required to assist with distribution of scholarship funds.

1. Member of KSNO: __________________________
   (Membership Number)

2. Employer Name: ___________________________

3. Letter of verification of enrollment at accredited institution for BSN/MSN or other master’s program with an emphasis in School Nursing: (please attach)
   _______________________________________

4. Proposed plan of study and timeline for nursing degree/program completion:
   Start date: ___________  Completion date: ___________

5. Total number years of KSNO membership: __________

6. Total number of years of service to KSNO as an officer/board member: ________

7. Total number of years employed as a school nurse: ________

8. Total number of semesters completed in BSN/MSN or other master’s program with an emphasis in School Nursing: __________

Written proof of a current RN license and a one-page paper citing “how this advanced degree will benefit your school nursing practice” must be attached with this application to complete the application process. The deadline for applications is April 1st and should include the following:

__ Application
__ Written proof of a current RN License
__ Verification letter of enrollment at accredited nursing program
__ One-page paper (“how this advanced degree will benefit your school nursing practice)

Mail to the Awards Chair

MEMORANDUM OF UNDERSTANDING
BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND
ENVIRONMENT AND THE KANSAS SCHOOL NURSE ORGANIZATION

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and among the Kansas Department of Health and Environment on behalf of the Children and Families Section of the Bureau of Family Health, 1000 SW. Jackson, Topeka, KS 66612, hereinafter referred to as “KDHE” and the Kansas School Nurse Organization, P.O. Box 782584, Wichita, KS 67278-2584, hereinafter referred to as "KSNO."

WHEREAS, the two entities KDHE and the KSNO collaborate in planning and production of an Annual Statewide Summer Conference for Kansas School Nurses that provides workforce development opportunities for professional nurses employed by local agencies to provide health services to children attending Kansas schools, hereinafter referred to as the "Conference;"

WHEREAS, both have-worked together informally for the past nineteen years to produce the Conference, the entities desire to establish a formal agreement that sets forth staff and financial support for the continuation of the Conference that is held annually in the Summer of each year;

WHEREAS, both entities are dedicated to improving access to and quality of health services for all children attending Kansas schools; and

WHEREAS, KSNO is an association representative as the primary voice for school nurses in Kansans; and

WHEREAS, KDHE is responsible for administering the Title V Maternal Child Health (MCH) program that focuses solely on improving the health of all mothers and children in Kansas. Within KDHE, responsibility for the MCH program is assigned to the Children & Families' Section (C&F) of the Bureau of Family Health (BFH); and

WHEREAS, KSNO is willing and able to act as fiscal agent for the Conference; and

WHEREAS, KDHE and KSNO agrees to encourage school nurses and public health advocacy representatives to provide the support of participation at the annual Conference; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. AGREEMENT

KSNO and KDHE agrees and covenants that:

a. Conference facilitation will be outsourced to a vendor that is mutually agreed upon by both entities.

b. All active conference planning committee members will receive discounted registration fees that cover actual food and conference material costs.

c. The Conference will be self-sustainable and not for profit.
d. Any revenues exceeding the current year's conference expenses will be placed into the line-item account separate from KSNO's general operating budget to replenish amount in the account for the next year's conference cash flow account with any overage going into the interest-bearing account separate from KSNO's general interest-bearing accounts to be used as "seed money" for the next year's and future annual conferences.

e. The "Annual Statewide Summer Conference for Kansas School Nurses" account shall not be allowed to exceed the amount of the total past year's conference expenditures plus obligated hotel costs contracted for the upcoming year's conference.

f. In the event that conference expenditures exceed conference revenues, both entities shall pay the remaining expenses in an amount not to exceed $3,000 for each of the organizations, KDHE and KSNO, no later than 60 days after receipt of the conference budget wrap-up.

g. Interest incurred from the "Annual Statewide Summer Conference for Kansas School Nurses" account will be paid to KSNO on an annual basis as payment for the additional accounting services KSNO incurs as a result of managing this account.

h. Either entity can terminate this agreement immediately following the close of the annual conference and before the September planning meeting for the next conference. Termination following the September planning will not be allowed.

i. Upon termination of this agreement, any remaining balance in the "Annual Statewide Summer Conference for Kansas School Nurses" account that is not contractually obligated, will be split equally between the two entities.

KSNO agrees and covenants to:

a. Act as the fiscal agent for the Annual Statewide, Summer Conference for School Nurses account consisting of both a cash flow account and an interest-bearing account.

KDHE agrees and covenants to:

a. Convene and facilitate a Conference Planning Committee of up to 20 school nurses that are representative of both large and small, rural and urban school districts across Kansas that include public health nurses that provide services within schools and private school nurses. The Committee will include at least three KSNO leadership representatives (President, Treasurer, and a selected member), KDHE school health consultants and Coordinated School Health staff member.

2. Agreement Complete

The parties agree that this constitutes the entire contract and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this contract may not be amended or enlarged except by writing and signed by the duly authorized representatives of the parties.

3. Agreement Binding

This contract shall be binding upon, and insure to the benefit of, the successors and
assigns of the parties, and their legal and personal representatives.

4. Assignment
Neither this agreement nor any of KSNO's or KDHE's rights under this Agreement may be assigned, sublicensed or otherwise transferred without prior written consent of the other party. Any attempt to assign, sublicense or transfer without such consent shall be null and void.

5. Non-Discrimination
KSNO and KDHE will not discriminate against any attendee or registrant on the basis of race, religion, color, national origin, gender, age, sexual orientation, marital status, status as a Vietnam Era Veteran or disability relative to the Annual Statewide summer Conference for Kansas School Nurses or the attendees thereof.

6. DA-146a
The provisions found in Contractual Provisions Attachment (form DA146a), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter thereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. The article or section headings, if any, of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties. This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument. The individuals who execute this Agreement on behalf of KSNO and KDHE expressly represents and warrants that he/she has full and complete authority to do so.

8. Duration of Agreement
This Agreement is in effect from the date of signature of this document by both parties until one or both parties request termination of the agreement.

9. Liaisons for the parties.
The parties designate the following persons to serve as liaison among the parties:

**KSNO**
Christine Tuck, RN, BSN, MS, NCSN
President
Kansas School Nurse Organization
P.O. Box 782584
Wichita, KS 67278-2584
(785) 286-8470

**KDHE**
Ileen Meyer, RN, MS
Director, Children & Families Section
Kansas Dept. of Health & Environment
1000 S.W. Jackson, Suite 220
Topeka, KS 66612-1274
(785) 296-1303
THIS MEMORANDUM OF UNDERSTANDING shall become effective upon full execution by all the parties.

KSNO
Christine Tuck, RN, BSN, MS, NCSN
President of KSNO
Date: 3/2/2010

KDHE
Roderick L. Bremby
Secretary of KDHE
Date: 3/18/2010

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the __ day of March, 2010.

1. attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges Incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 m) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such
(e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
KANSAS SCHOOL NURSES ORGANIZATION, INC.

We, the undersigned incorporators, hereby form and establish a corporation NOT FOR PROFIT under the laws of the State of Kansas.

ARTICLE FIRST

The name of this corporation is KANSAS SCHOOL NURSES ORGANIZATION, INC.

ARTICLE SECOND

The location of its registered office in this state is 408 Redbird Court, P.O. Box 188 in the City of Belle Plaine, County of Sumner, Kansas, 67013. The resident agent at this address is Sharon Anderson.

ARTICLE THIRD

This corporation is organized NOT FOR PROFIT and the objects and purposes to be transacted and carried on are:

1. To promote the health of school children by improving school nursing practice, to improve the quality of health education provided by the school nurse as a resource person, to provide a forum for the consideration and discussion of subjects of mutual interest to school nurses, and to elevate the standards of school nursing and health education for children and youth and to carry on all business as allowed by the Kansas Corporation Code.

2. To further such objects and purposes, the corporation shall have and may exercise all the powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended. Specifically, this corporation shall have power to acquire, purchase, hold, lease, convey, mortgage and pledge such real and personal property in Kansas, other states of the United States and elsewhere, as shall be necessary or convenient to the transaction of its business and the realization of its objects and purposes.

PROVIDED, HOWEVER, that in all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution, or winding up of this corporation, voluntary or involuntary or by operation of law, the following provisions shall apply:
(a) This corporation shall not have or exercise any power or authority either expressly, by interpretation, or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent this corporation from qualifying (and continuing to qualify) as an organization described in Subsection 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States International Revenue law).

(b) This corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

(c) No compensation or payment shall ever be paid or made to any member, officer, director, trustee, creator, or organizer of this corporation, or substantial contributor to it, except as an allowance for actual expenditures or services actually made or rendered to or for this corporation; and neither the whole nor any portion of the assets or net earnings, current or accumulated, of this corporation shall ever be distributed to or divided among any such persons; provided, further that neither the whole nor any part or portion of such assets or net earnings shall ever be used for, accrue to, or inure to the benefit of any member or private individual within the meaning of Subsection 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

3. Upon the dissolution of this corporation, the governing body shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Subsection 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), as the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

ARTICLE FOURTH

The corporation will NOT have authority to issue capital stock, and the conditions of membership shall be fixed by the ByLaws.
ARTICLE TENTH

The number of directors may be increased or decreased from time to time by amendment of the ByLaws.

ARTICLE ELEVENTH

The names and residences of the persons who are to serve as directors until their successors are elected and qualified are as follows:

Donna Eigsti
405 South College
Hesston, KS 67062

Sharon Anderson
P.O. Box 188
Belle Plaine, KS 67103

Diane Thompson
10416 S. Hoover Rd.
Sedgwick, KS 67135

Mary Ann Budke
412 West 7th
Hays, KS 67601

ARTICLE TWELFTH

The power to adopt, amend and repeal the ByLaws of this corporation shall reside in the Board of Directors of this corporation.

ARTICLE THIRTEENTH

The corporation shall maintain general liability insurance in such amount as shall be determined by the directors, so as to enable volunteers of the corporation to come within the provisions of K.S.A. 60-3601.

IN TESTIMONY WHEREOF, I have hereunto set my name this 19 day of January, 1998.

Donna Eigsti
Personally appeared before me, a Notary Public, in and for said County and said State, the above named, who is personally known to me to be the same person who executed the foregoing instrument in writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19 day of January, 1998.

MARILYN R. KEMME
NOTARY PUBLIC

STATE OF Kansas
My Appt Exp. 10/09/01