

BYLAWS:  
ACADEMY OF  
FORENSIC NURSING



## PREAMBLE

The following Bylaws shall be subject to and governed by the Non-Profit Corporation Act of Nevada and the Articles of Incorporation of Academy of Forensic Nursing. 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 Nevada, 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.

This document is intended to represent the Bylaws, including all amendments, for the Academy of Forensic Nursing as approved by its Board of Directors January 17, 2023.

As per Section 2 of these Bylaws (below), this document **is an official copy of the Bylaws and amendments, as stored at the principal office in Nevada.** This document is not for the public but intended for Board use only.

### **SECTION 2. CERTAIN AMENDMENTS**

Notwithstanding the above sections of this Article, this corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first Directors of this corporation, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after the corporation has filed a an Initial/Annual List of Officers and Directors and a Charitable Solicitation Registration Statement with the Secretary of the State of Nevada.

## **ACADEMY OF FORENSIC NURSING A Nevada Public Benefit Corporation**

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## **ARTICLE 1: ORGANIZATION**

### **SECTION 1. NAME**

The name of the organization shall be Academy of Forensic Nursing (AFN) as adopted by the Board of Directors in May 2018. It shall be a 501 (c) (3) Nonprofit Corporation as outlined by the Internal Revenue Service and incorporated under the laws of the State of Nevada effective January 2023.

### **SECTION 2. DOING BUSINESS AS**

Academy of Forensic Nursing is doing business as AFN and is incorporated in the state of Nevada.

## **ARTICLE 2: OFFICES AND AGENT FOR SERVICE OF PROCESS**

### **SECTION 1. PRINCIPAL OFFICE**

The principal office of the Corporation shall be located at PO Box 42, Holbrook, MA 02343. The Corporation may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of the Corporation 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.

### **SECTION 2. OTHER OFFICES**

The Corporation is in Nevada, where it is qualified to do business, as its business may require and as the Board of Directors may, from time to time, designate.

### **SECTION 3. AGENT FOR SERVICE OF PROCESS**

It is necessary to appoint an Agent for Service of Process within the State of Nevada. An agent is an individual (Director, Officer, or any other person, whether affiliated with the corporation) who resides in Nevada, or another corporation designated to accept service of process if the Corporation is sued. The agent must agree to accept service of process on behalf of the Corporation prior to designation.

Designated Registered Agent for State of Nevada effective January 10, 2023, is Edward Hanigan, Attorney at Law, 2850 W Horizon Ridge Parkway #200, Henderson, NV 89052

## **ARTICLE 3: VISION, MISSION AND OBJECTIVES**

### **SECTION 1 PURPOSE:**

The general purpose for which this Corporation has been established are as follows: The purpose for which the Non-Profit Corporation is set forth in the attached Articles of Incorporation of Exhibit "A."

The Corporation is established within the context 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 and shall be operated exclusively for/to board of directors on May 2018. it shall be a 501 (c) (3) nonprofit organization as outlined by the internal revenue service and incorporated under the laws of the state of Nevada.

In addition to this, the Corporation has been formed for the purpose of performing all things incidental to, or appropriate in, the foregoing specific and primary purposes. However, the Corporation 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 Organization shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the State of Nevada and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Corporation. At no time and in no event shall the Corporation participate in any activities which have not been permitted to be carried out by a Corporation exempt under Section 501(c) of the Internal Revenue Code of 1986 (the "Code"), such as certain political and legislative activities.

## **SECTION 2. VISION**

The Academy of Forensic Nursing (AFN) - Responding to trauma with care.  
Rationale: in keeping with a broad vision, "responding" captures primary, secondary, and tertiary responses by systems, communities, and providers. Trauma captures all types of trauma (disaster, individual, community and structural), and care refers to nursing.

## **SECTION 3. MISSION**

The Academy of Forensic Nursing (AFN) strives to promote Forensic Nursing Science through the incorporating research into clinical practice, dissemination of scholarship, provision of education, and service to those affected by and responding to trauma. Rationale: in keeping with a broad mission, "strives" means room for improvement, "linking research to practice" is straightforward and includes all disciplines, how is through "dissemination of scholarship, education and service," and who is "those affected by and responding to trauma," reflects our patients and service providers.

## **SECTION 4. OBJECTIVES**

- Provide education, training, technical assistance, and expert consultation;
- Formulate policies and disseminate best practices to guide reform efforts;
- Develop and disseminate original training curricula and resource materials
- Conduct and disseminate original research;
- Evaluate, compile, and disseminate findings from the research literature through education;
- Promote and coordinate with other organizations to foster multidisciplinary collaboration and partnerships; and
- Establish membership fees and merchandise as revenue streams for fiscal viability.

## **ARTICLE 4. DEDICATION OF ASSETS**

The properties and assets of the Corporation are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall ensure to the benefit of any person or any member, director, or officer of this Corporation. On liquidation or dissolution, all remaining properties and assets of the Corporation 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: MEMBERS**

### **SECTION 1. MEMBERSHIP**

Membership shall consist of the Board of Directors and other professionals who submit dues payments. Membership categories will be determined by the Board of Directors and published on either electronic or print media. The Board of Directors will define voting and non-voting categories.

### **SECTION 2. ELIGIBILITY FOR MEMBERSHIP**

Application for membership in the organization shall be open to professionals that support the mission, vision, and purpose of the organization.

### **SECTION 3. TERMINATION OF MEMBERSHIP**

Membership to the organization may be terminated voluntarily by the member or Involuntarily by a majority vote of the Board of Directors in accordance with established Policies and procedures.

### **SECTION 4. MEMBER RIGHTS**

Members that are considered voting members will be eligible to vote on matters set forth by these Bylaws or on which the Nevada Non-Profit Public Benefit Corporation Law requires the approval of the members.

## **ARTICLE 6: CODE OF ETHICS**

### **SECTION 1. COMPLAINTS**

**SECTION 1A:** A complaint against any member alleging conduct contrary to or in violation of the Association's Bylaws shall be made in writing to the President. No complaint will be officially acknowledged or accorded process under this article unless it is in writing and signed by the Complainant.

**SECTION 1B:** Upon receipt of a complaint the President shall refer it to the Executive Board who within 30 days from receipt of the complaint from the President shall notify in writing, the member against whom the complaint has been filed advising of the specific violations alleged, including the specific provisions of the Bylaws or Code of Ethics, as well as the identity of the person or persons who initiated the complaint (Notice of Complaint). The member involved will be advised that they may submit a written explanation concerning the circumstances of such complaint within 30 days from the date of the Notice of Complaint.

**SECTION 1C:** The Executive Board shall, within 60 days from the date of the Notice of Complaint to the member, determine whether there is a reasonable basis for concluding that a possible violation has occurred, after consideration of the complaint and the member's explanation (if submitted). If the Executive Board shall find such a basis it shall immediately inform the member in writing that an investigation has been initiated (Notice of Investigation). In the event of such an investigation, the Executive Board shall also inquire in writing of the member if she/he desires a hearing before the Executive Board under the procedure established in this Article or agrees to submit the complaint to the Executive Board without hearing. Said member shall have 30 days from the date of Notice of Investigation to elect a hearing. Failure to respond within 30 days shall be deemed a waiver of a hearing by the member.

**SECTION 1D:** If the member elects to submit the complaint to the Executive Board without hearing or has waived a hearing by failure to elect a hearing, said Executive

Board shall complete its investigation and make a complete report in writing, including its recommendations, to the President within 60 days of the member's waiver of hearing. The President within 30 days shall mail a copy of the Executive Board's findings and recommendations to the member involved and to the Board of Directors for such action as it shall deem appropriate under the provisions of this Article at the next scheduled meeting of the Board of Directors.

**SECTION 1E:** If the member elects to appear at a hearing:

1. The President shall within 20 days of such election cause a Board of Inquiry consisting of three (3) Members of the Executive Board, to be appointed. The membership of the Executive Board shall be appointed as follows:
2. Two (2) members by the President; one (1) to be a member of the Board of Directors and one (1) member of the Board of Directors selected by the charged member. The member in question shall not be eligible for appointment to the Board. If the member in question, for any reason, fails to appoint a member willing to serve on the Board of Inquiry within the 30 days provided in this subsection, then the President shall select the third member of the Board. The Executive Board shall hold a hearing on the complaint in the state of the member charged within 60 days of its appointment.
3. The Executive Board shall be responsible for the investigation and presentation of all matters pertinent to alleged violations to the Board of Directors. The presentation of the Executive Board to the Board of Directors shall be made at the hearing via Zoom by the President or by a member of that Executive Board designated by the President. In addition to receiving the presentation from the Executive Board, the Executive Board is authorized in its discretion to call any witnesses to testify at the hearing as the Board may deem appropriate. The individual member in question shall be entitled to be present at the hearings and shall be given an opportunity to be heard and to present such evidence or testimony before the Executive Board as she/he may deem appropriate.
4. The hearing may be held by telephone and or video conference keeping in mind the convenience of the parties. The date and time of the hearing shall also be determined by the Executive Board. The President shall notify the member in writing of information pursuant to the time and place of hearing 2 weeks before said date
5. The inquiry by the Executive Board, within 30 days after the hearing is completed, notify the Board of Directors of its findings and recommendations in writing.

6. The President, within 30 days, shall mail a copy of the findings and recommendations of the Board of Directors to the member for such action as it shall deem appropriate under the provisions of this Article at the next scheduled meeting of the Board of Directors.

**SECTION 1F:** The Board of Directors shall review the findings and recommendations of the Executive Board, if a hearing was waived, or the findings and recommendations of the Executive Board if a hearing was held and shall determine if the record on the complaint supports a findings of conduct contrary to or in violation of the Association's Bylaws. If two-thirds (2/3) of the membership of the Board of Directors shall so find, then the Board may, in its discretion, impose any one or more of the following sanctions on the member:

1. A letter from the Board to the member setting forth its suggestions for remedying the violation and/or for future professional conduct of the member.
2. A letter from the Board stating the Associations censure of the members/board members conduct.
3. Suspension of the member's membership in the Association for up to one year (1) as determined by the Board. Suspension is a temporary abrogation of the benefits and privileges inherent in membership. A suspended member is obligated to pay dues and assessments. Such member may not hold office or vote in Association affairs. The member may attend meetings, seminars and other functions of the Association but must indicate during the period of suspension when referring to his affiliation with the Association that his membership is in a state of suspension in connection with an ethics matter.
4. Expulsion of the member from membership in the Association. In the event of expulsion, the Board shall notify the Secretary to require the expelled member to conform to the provisions of Article B-4, Section 6. The Board of Directors shall notify the member in writing of its decision on the complaint and its imposition of sanction, if any, not later than 30 days from its receipt of the findings and recommendations of the Executive Board if a hearing was waived, or of the Executive Board Inquiry, if a hearing was held.

**SECTION 1G:** Any member of the Board of Directors or any member of the Executive Board shall be excluded from the investigative, deliberative, overview, review, and decision-making process in any complaint matter in which such member is a party to the issue in question.

**SECTION 1H:** No complaint shall be dismissed for failure to adhere to the time limitations set forth in this Article unless more than one (1) year has passed from the

date that Executive Board has received the complaint from the President to that date that the Executive Board notifies the President of its findings and recommendations, except that the President may grant an extension of time due to extenuating circumstances.

## **ARTICLE 7: MEETINGS AND DISSOLUTION**

### **SECTION 1. PLACE OF MEETINGS**

Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting so long as all Directors participating in the meeting can hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if all the following apply:

- a) Each Director participating in the meeting can communicate with all of the other Directors concurrently;
- b) Each Director is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and,
- c) The corporation uses a verbal roll call to verify,
  - 1) that all persons participating in the meeting are Directors of the corporation or are otherwise entitled to participate in the meeting, and 2) that all actions of, or votes by, the Board are taken and cast only by Directors and not by persons who are not Directors. There will not be voting by proxy.
  - 3) Special guests

### **SECTION 2. REGULAR AND ANNUAL MEETINGS**

Regular meetings of Directors may be held in-person in the state designated by the Board, through teleconferencing, or any other means of electronic devices available to the Board as long as a ten (10)-day notice has been given through electronic mail to each member. The Board will meet at least four (4) times per year, at an agreed upon time and place which may be in-person or online.

The annual meeting of Directors will be held at the *International Conference on Sexual Assault, Domestic Violence, and Stalking* hosted each year by EAW International, or at such other time and place as the Board shall designate by written electronic mail notice.

### **SECTION 3. SPECIAL MEETINGS**

Special meetings of the Board of Directors may be called by the President, President-Elect, Immediate Past President, the Secretary, or by any two Directors, and such meetings shall be held in-person in the state designated by the person or persons calling the meeting, through teleconferencing, or any other means of electronic devices available to the Board of Directors. Special meetings of the Board can be held with forty-eight (48) hours' notice delivered personally or by telephone or written electronic mail.

### **SECTION 4. NOTICE OF MEETINGS**

Notice of any regular or special meeting can be delivered personally or by telephone or written electronic email. When sent by electronic mail, notice of any regular or special meeting shall be deemed to be delivered once the message is sent through the computer by the Internet. Such notice shall be addressed to each Director at the email address shown on the books of the corporation.

### **SECTION 5. CONTENTS OF NOTICE**

Notice of meetings shall specify the mode of meeting or placeday, and hour (including time zone).. The purpose of any Board meeting need not be specified in the notice.

### **SECTION 6. CONTENTS OF NOTICE**

The President or Secretary will provide the agenda and attachments will go out to the board for review 4-5 days before the board meeting.

Any additions to the agenda must be submitted in an email to the President prior to the Board meetings and approved only if someone will concede some of their discussion time from another topic. (text messages will not be accepted)

### **SECTION 7. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS**

The transactions of any meeting of the Board, however called and noticed or, are as valid as though the meeting had been duly held after proper notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each Director not present will not have an opportunity to provide a vote or to approve of the minutes thereof..

### **SECTION 8. QUORUM FOR MEETINGS**

A quorum shall consist of a majority (51%) of Directors.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation, or by law, no business shall be considered or votes taken by the Board at any meeting at which a quorum, as hereinafter defined, is not present, and

the only motion which the President shall entertain at such meeting is a motion to adjourn.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken.

The Directors present at a duly called and held meeting in which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of a Board of Director(s) from the meeting. Any action after that must be approved by at least a majority of the required quorum.

## **SECTION 9. CONDUCT OF MEETINGS**

Meetings of the Board of Directors shall be presided over by the President or, if no such person has been designated or, in his or her absence, by the President elect of the corporation or, in the absence of each of these persons, by a Chairperson chosen by a majority of the Directors present at the meeting. The Secretary of the corporation shall act as Secretary of all meetings of the Board, provided that, in his or her absence, the presiding Officer shall appoint another person to act as Secretary of the meeting.

Meetings shall be governed by Robert's Rules of Order; as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this corporation, or with provisions of law.

The President will provide agenda topics to the Secretary who will prepare the agenda. The Secretary will ensure the agenda is distributed a minimum of one (1) week prior to the scheduled meeting. The agenda may consist of a consent agenda, old business, and/or new business topics. Additional items of business may be added at the beginning of the meeting.

All Board Members will be identified, and cameras will remain on during the meeting.

Concerns/Complaints will be addressed by the Executive Board. Any individual of the Executive Board will take forward issues, concerns, and complaints at the Executive Board meeting (to allow for scheduling time to review and listen.)

Additional information: Appendix A AFN General Board Meeting: Rules of Conduct approved by the Executive Board 4/17/2021

## **SECTION 10. MINUTES**

Minutes will be distributed electronically.

## **SECTION 11. NOT-FOR-PROFIT DISSOLUTION**

A Nevada not-for-profit corporation planning to dissolve must give the Secretary of State (SOS) notice of the dissolution at or before the time it delivers articles of dissolution to the Secretary of State's Office. Notice should include a copy or summary of the plan of dissolution, and details regarding the vote of the directors and members on the issue of dissolution. Nevada's Nonprofit Corporation Act ("NCA") provides for voluntary dissolution through a vote of the nonprofit's board of directors or those which are initiated at the request of the nonprofit's members. Members must be notified that the board adopts a resolution to dissolve, must then call a meeting of the members to vote on the matter. Since federal law requires a tax-exempt charitable nonprofit that is dissolving to distribute its remaining assets ONLY to another tax-exempt organization (see [Schedule N](#) of the IRS 990) the dissolution process necessitates identifying other nonprofit(s) to ask whether those organizations will accept certain assets of the dissolving nonprofit. Legal assistance will be sought.

## **ARTICLE 8: BOARD OF DIRECTORS**

### **SECTION 1. GENERAL POWERS AND RESPONSIBILITIES**

Subject to the provisions of the Nevada Nonprofit Public Benefit Corporation law and any limitations in the Articles of Incorporation and Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this corporation, the activities and affairs of this corporation shall be conducted, and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board is responsible for overall policy and direction of the Corporation.

### **SECTION 2. NUMBER AND QUALIFICATIONS**

The corporation shall have fifteen to seventeen (15-17) Directors, 90% having a nursing background, and collectively they shall be known as the Board of Directors. The number may be changed by amendment of this Bylaw, or by repeal of this Bylaw and adoption of a new Bylaw, as provided in these Bylaws. One board director position will be fixed for BSN Forensic Nurse Clinician. A Board member need not be a resident of the State of Nevada.

### **SECTION 3. DUTIES**

It shall be the duty of the Directors to:

- a) Uphold the vision and mission of the Corporation/Organization.
- b) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation for this corporation, or by these Bylaws.

- c) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties.
- d) Meet at such times and places as required by these Bylaws.
- f) Register their addresses with the Secretary of the corporation. Notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.
- g) Support fundraising efforts and contribute annually to the organization, as determined by the Treasurer, and reported by the Bookkeeper;
- h) Uphold three fiduciary duties:
  - 1) Duty of Care; to discharge all duties in good faith, in a manner one reasonably believes to be in the best interest of the organization.
  - 2) Duty of Loyalty; to set aside personal or conflicting interests and act solely in the best interest of the organization when making a decision or acting on behalf of the organization.
  - 3) Duty of Obedience; to obey all laws pertaining to the organization.
- i) Board Member(s) of at minimum of one (1) year will be assigned a new Board Member for mentoring, to foster positive engagement and participation as specified in Appendix B
- j) Board Member(s) will complete the Academy of Forensic Nursing Board Commitment form yearly. Appendix B
- k) Board Member(s) will complete the Academy of Forensic Nursing - Board of Directors Self Evaluation- Appendix C
- l) Board Member(s) will complete the Academy of Forensic Nursing Proprietary Agreement form yearly. Appendix D
  
- m) Board Member(s) will complete the Academy of Forensic Nursing Release Agreement yearly. Appendix E

#### **SECTION 4. TERMS OF OFFICE**

The Board of Directors will be appointed to two (2)-year terms. New Directors will be elected by a majority vote of the current Directors or until such time that regular membership is established.

#### **SECTION 5. BOARD COMPENSATION**

Directors shall serve without compensation except that they shall be allowed and paid reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3 of this Article. Directors may not be compensated for rendering services to the corporation in any capacity other than Director unless such other compensation is reasonable and is allowable through grant funds. 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.

#### **SECTION 6. MAJORITY ACTION AS BOARD ACTION**

Every act or decision done or made by a simple majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this corporation, or provisions of the Nevada Revised Statute Chapter 82.

#### **SECTION 7. ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING**

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. For the purposes of this Section only, "all members of the Board" shall not include any "Interested Director" as defined in 82.276 of the Nevada Revised Statute. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of the Directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Bylaws of this corporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

#### **SECTION 8. VACANCIES**

Vacancies on the Board of Directors shall exist (1) on the death, resignation, or removal of any Director, and (2) whenever the number of authorized Directors is increased.

The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, OR as a result of a physical illness causing inability to perform duties and responsibilities to the organization, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty..

Directors may be removed without cause by a majority vote of the Directors currently in office.

any Director may resign effective upon giving written notice through e-mail or fax to the Chairperson of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign if the corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Nevada Secretary of State.

Vacancies on the Board between elections may be filled by approval of the Board or, if the number of Directors then in office is less than a quorum, by (1) the unanimous written consent of the Directors then in office, (2) the affirmative vote of a majority of the Directors then in office at a meeting held pursuant to notice or waivers of notice complying with this Article of these Bylaws, or (3) a sole remaining Director.

A person elected to fill a vacancy as provided by this Section shall hold office until the next annual election of the Board of Directors or until his or her death, resignation, or removal from office.

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 Section 82.251 - 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.

Any vacancy on the Board may be filled by submitting a nomination application each year to the membership committee of the directors then in office, whether 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.

## **SECTION 9. TERMINATION AND ABSENCES**

Resignation from the Board must be in writing and recorded by the Secretary. A Director shall be removed for excessive absences from the Board if they have absences at three (3) Consecutive Board meetings.

Board members can make up two of the three (3) missed meetings in a 12-month period, by listening to the recording of the Board meeting. If this option is used, the Board member must advise the Secretary so this can be recorded. In the event that any Director is not in compliance with this attendance policy, the President or designee will contact the Director to discuss options (e.g., leave of absence, or removal from the Board). A Director may also be removed from the Board for other reasons (with or without cause) with a vote by a majority of the remaining Directors.

Directors may also be removed for other reasons (with or without cause) by a majority of the remaining Directors.

## **ARTICLE 9: OFFICERS**

### **SECTION 1. NUMBER OF OFFICERS**

The Officers of the corporation shall be a President, President elect, Secretary, and a Treasurer.

### **SECTION 2. QUALIFICATION AND TERM OF OFFICE**

Any current member in good standing may serve as Officer of this corporation. Officers shall be elected by voting eligible members. Each Officer shall hold office until their two-year term is completed or s/he resigns, is removed, or is otherwise disqualified to serve, or until his/her successor is elected and qualified, whichever occurs first. No person shall serve more than two (2) consecutive terms unless a majority of the Board, during a Board meeting at which a quorum is present, votes to appoint a Board member for additional term(s). After serving the maximum total number of consecutive terms on the Board, a member may be eligible for reconsideration as a Board member after two (2) years have passed since the conclusion of such Board member's service.

### **SECTION 3. ELECTION OF OFFICERS**

Members interested in running for office shall submit nomination applications from September 15 - October 15 of each election year to the membership Committee. Nominations of qualified candidates are to be presented electronically (through AFN website or email) to voting eligible members. Voting by the membership is to occur electronically from December 1-15. Elected term begins the January 1 immediately following the election.

### **SECTION 4. SUBORDINATE OFFICERS**

The Board of Directors may appoint such other Officers or agents as it may deem desirable, and such Officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

### **SECTION 5. REMOVAL AND RESIGNATION**

Any Officer may be removed, either with or without cause, by the Board of Directors, at any time. Any Officer may resign at any time by giving written notice through email or fax to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein; and, unless otherwise specified therein, the acceptance

of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract, which has been approved or ratified by the Board of Directors relating to the employment of any Officer of the corporation.

## **SECTION 6. VACANCIES**

Any vacancy between elections caused by the death, resignation, removal, disqualification, illness, or otherwise, of any Officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of Officers appointed at the discretion of the Board may be filled as the Board shall determine.

## **SECTION 7. QUORUM**

At each meeting of the Board of Directors or Board Committees, the presence of 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.

## **SECTION 8. VOTING**

Each Board member shall only have one vote.

## **SECTION 9. PROXY**

Members of the Board shall not be allowed to vote by written proxy.

## **SECTION 10. OFFICERS AND DUTIES**

The Board shall elect officers of the Corporation which shall include either a Chair of the Board (Chief Executive Officer) or a President (Executive Director) or both a Chair of the Board and a President, a President-Elect or Vice President, a Secretary, a Treasurer (Chief Financial Officer), and such other officers as the Board may designate by resolution but in no case less than one (1) officer to prepare minutes of the directors' and members' meetings and authenticate the records of the

Corporation. 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 an 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 President, and/or Secretary of the Academy of Forensic Nursing, without bias or predisposition to all rights, if any, of the Corporation 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, illness, 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.

## **SECTION 11. DUTIES OF THE PRESIDENT**

The President may, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the Officers. S/He shall perform all duties incident to his/her office and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chairperson of the Board of Directors, s/he shall preside at all meetings of the Board of Directors. President will become immediate past president when his/her term is completed. Immediate past president will mentor new board members. It shall be the responsibility of the President, in general, to supervise and conduct all activities and operations of the Corporation, subject to the control, advice, and consent of the Board of Directors. The President of the Board is authorized to execute, in the name of the Corporation, any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to

be executed by the Corporation, except when required by law that the President's signature must be provided. The President shall keep the Board of Directors completely informed, shall freely consult with them in relation to all activities of the Corporation, 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 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 all contracts and other documents authorized either generally or specifically by the Board to be executed by the Corporation, and to negotiate any and all material business transactions of the Corporation. Refer AFN Policy 1.0-President Board Role

## **SECTION 12. DUTIES OF THE PRESIDENT-ELECT**

In the absence of the President, or in the event of his/her inability or refusal to act, the President-Elect shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions on the President. The President-Elect shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors. Refer to AFN Policy 1.1-President Elect Role Description

## **SECTION 14. DUTIES OF THE SECRETARY**

The Secretary or designee shall certify and keep at the principal office of the corporation the original or a copy of these Bylaws as amended or otherwise altered to date.

The Secretary shall be responsible for keeping records of the Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member and assuring that the organization records are maintained.

The Secretary will in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be assigned to him/her from time to time by the Board of Directors. 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. The agenda will be provided to each Board member and assuring that the organization records are maintained. Refer to AFN Policy 1.4-Board\_Role\_Desc\_Secretary

## **SECTION 15. DUTIES OF THE TREASURER**

The Treasurer shall make an annual report and financial report at each Board meeting. The Treasurer shall chair the Financial Review Committee, assist in the preparation of the budget, and make financial information available to Board members. In general, the Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him/her from time to time by the Board of Directors. 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. Refer to AFN Policy 1.3-Board\_Role\_Desc\_Treasurer

## **SECTION 16. COMPENSATION**

Officers shall serve without compensation except that they shall be allowed and paid reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in each description of duties as stated in this Article.

Officers may not be compensated for rendering services to the corporation in any capacity other than Officer unless such other compensation is reasonable and is allowable under the provisions of Article 6 Section 6.

## **ARTICLE 10: COMMITTEES**

### **SECTION 1. COMMITTEES**

The Board appoints standing committees to help identify potential problem areas and develop opportunities for improvement in the operation and mission of the organization. Standing committees report to the Board and do not become involved in, or responsible for, the day-to-day administration of the organization. The intent of the standing committees is to guide and review, in a general way, the operation and direction of the organization and to help the Board meet its obligations and responsibilities.

The Board can also appoint temporary committees to accomplish specific objectives or to complete specific assignments or projects.

Each Director is expected to choose at least one to two committees to serve on. Designate, volunteers, or members may serve on committees as appropriate, consistent with these bylaws.

Standing committees will include the Executive Committee. Other committees will be created, named, and tasked with responsibilities as deemed appropriate by the Board. The names and responsibilities of standing committees can be revised by the Board as needed.

### **SECTION 2. EXECUTIVE COMMITTEE**

Officers of the Board (e.g., President, President-elect, Immediate Past-President, Secretary and Treasurer) shall serve as members of the Executive Committee. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all of the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors and the Immediate-Past President, subject to the direction and control of the Board of Directors, except with respect to:

- a) The amendment or repeal of Bylaws or the adoption of new Bylaws.
- b) The amendment or repeal or any resolution of the Board which by its express terms is not so amendable or repeatable.
- c) The appointment of committees of the Board or the members thereof.

- d) The approval of any transaction to which this corporation is a party and in which one or more of the Directors has a material financial interest as stated in Sec 82.226 of the Nevada Revised Statutes.
- e) 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.
- f) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board.
- g) Fix compensation of the directors serving on the Board or on any committee.
- h) Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws.
- i) 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.
- j) Approve any self-dealing transaction, except as provided pursuant

By a majority vote of its members then in office, the Board may at any time revoke or modify any or all the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the Board.

The Executive Committee will generally meet monthly to review Board policies and other matters to be presented to the full Board for adoption. They will also review guidelines and recommendations for ensuring ethical behavior and resolving ethical conflicts. The committee shall keep regular Minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Board from time to time as the Board may require.

Pursuant to Article 8 - Committees, the Board may appoint an Executive Committee composed of a minimum of two (2) directors, to serve on the Executive Committee. 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 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 - Executive Committee. The Secretary of the Organization shall send to each director a summary report of the business conducted in any meeting of the Executive Committee.

### **SECTION 3. FINANCIALS**

The Treasurer is a standing committee whose duty it shall be to review the financial accounts of AFN. The Treasurer and Accountant shall be responsible for determining whether an audit is needed and if so, engaging an independent auditor, ensuring that the "Return of Organization Exempt from Income Tax (990) Form is prepared, approved and filed. The committee is also responsible for reviewing fiscal procedures and an annual budget. The full Board must approve the budget. Any unbudgeted expenses, as defined by policy, must be approved by the Executive Board and the Treasurer. Refer to AFN Policy-2.7-Financial Accountability for the Board of AFN

### **SECTION 4. ANNUAL FINANCIAL REPORT/AUDIT**

The Financial Review Committee shall cause an annual financial report/audit to be furnished, no later than thirty (30) days after the "Return of Organization Exempt from Income Tax" (990) Form has been filed, to all Directors of the corporation and the report shall contain the following information in appropriate detail:

- a) The assets and liabilities, of the corporation as of the end of the fiscal year;
- b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- c) The revenue or receipts of the corporation both unrestricted and restricted to purposes, for the fiscal year;
- d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;
- e) Any information required by Section 7 of these Bylaws.
- f) The annual independent financial report/audit shall be accompanied by any report thereon of independent accountants. The annual audit must be a budget line item.

### **SECTION 5. MEETINGS AND ACTION OF COMMITTEES**

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of Article 6 - 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, with such changes in the context of such Bylaw provisions 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 fixed by resolution of the Board of Directors or by the committee. The time for special meetings of committees may also be fixed by the Board of Directors. The Board of Directors may also adopt rules

and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

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. Refer to AFN Policy-2.6-Board Committees

## **ARTICLE 11: NON-LIABILITY, INDEMNIFICATION, AND INSURANCE**

### **SECTION 1. NON-LIABILITY OF DIRECTORS AND OFFICERS**

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

### **SECTION 2. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS**

To the extent that a person who is, or was, a Director, Officer, or other agent of this organization has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the organization, or has been successful in defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements, and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the Missouri Nonprofit Public Benefit Corporation Law.

### **SECTION 3. INSURANCE FOR CORPORATE AGENTS**

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a Director, Officer, or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability.

## **ARTICLE 12: CONFLICTING INTEREST TRANSACTIONS**

### **Definition: For Purposes of this Article:**

“Conflicting interest” means the interest a Director has respecting a transaction effected or proposed to be affected by the organization or any other entity in which the organization has a controlling interest if:

- a) The Director knows at the time the organization takes action that the Director or a related person is a party to the transaction or has a significant beneficial financial interest in or so closely linked to the transaction that a reasonable person would expect the interest to influence the Director’s judgment if the Director were called upon to vote on the transaction; or
  - b) The transaction is brought before the Board for action, and the Director knows at the time the Board reviews the transaction that any of the following persons is either a party to the transaction or has a significant beneficial financial interest in or so closely linked to the transaction that a reasonable person would expect the interest to influence the Director’s judgment if the Director were called upon to vote on the transaction
    - 1) An entity of which the Director is a Director, general partner, agent or employee.
    - 2) An entity that controls, is controlled by, or is under common control with one or more of the entities specified in (1); or
    - 3) An individual who is a general partner, principal, or employee of the Director.
- a. “Director’s conflicting interest transaction” means a transaction affected or proposed to be affected by the organization or any other entity in which the organization has controlling interest. “Qualified Director” means any Director who does not have either:
- i. A conflicting interest respecting the transaction; or
  - ii. A familial, financial, professional, or employment relationship with a second Director who does have a conflicting interest respecting the transaction, which relationship would, in the circumstances, reasonably be expected to exert an influence on the first Director’s judgment when voting on the transaction.
- b. “Related person” of a Director means:
- i. A child, grandchild, sibling, parent, or spouse of, or an individual occupying the same household as, the Director, or a trust or estate of which any of the above individuals is a substantial beneficiary; or
  - ii. A trust, estate, incompetent, conservator, or minor of which the Director is a fiduciary
- c. “Required disclosure” means disclosure by the Director who has a conflicting interest of:

- i. The existence and nature of the Director's conflicting interest; and
- ii. All facts known to the Director respecting the subject matter of the transaction that an ordinarily prudent person would reasonably believe to be material to a judgment about whether to proceed with the transaction.

**Directors' Action:**

- a) *Majority Vote.* Directors' action respecting a Director's conflicting interest transaction is effective if the transaction received the affirmative vote of a majority of (but no fewer than two) qualified Directors who voted on the transaction after either required disclosure to them or compliance with paragraph 2 below.
- b) *Director's Disclosure.* If a Director has a conflicting interest respecting a transaction, but neither the Director nor a related person of the Director is a party to the transaction, and if the Director has a duty under law or professional canon, or a duty of confidentiality to another person, which would prevent that Director from making the disclosure described in the above paragraph, then disclosure is sufficient if the Director:
  1. Discloses to the Directors voting on the transaction the existence and nature of the Director's conflicting interest and informs them of the character and limitations imposed by that duty before their vote on the transaction; and
  2. Plays no part, directly or indirectly in their deliberations or vote.

Refer to AFN Policy-2.8-Conflict of Interest

**ARTICLE 13: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

**SECTION 1. EXECUTION OF INSTRUMENTS**

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the corporation to enter any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**SECTION 2. CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the President or his/her designee.

### **SECTION 3. DEPOSITS**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

### **SECTION 4. GIFTS**

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

## **ARTICLE 14: CORPORATE RECORDS AND REPORTS**

### **SECTION 1. MAINTENANCE OF CORPORATE RECORDS**

The corporation shall keep at its principal mailing office in the State of Nevada:

- a) Minutes of all meetings of Directors and committees of the Board indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof,
- b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses,
- c) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection at all reasonable times during a scheduled virtual meeting.

### **SECTION 2. DIRECTORS' INSPECTION RIGHTS**

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

### **SECTION 3. RIGHT TO COPY AND MAKE EXTRACTS**

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

### **SECTION 4. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS**

This corporation shall mail or e-mail to all Directors a statement no later than thirty (30) days after the "Return of Organization Exempt from Income Tax" (990) has been filed, which briefly describes the amount and circumstances of any indemnification or transaction in which the corporation, or its parent or its subsidiary,

was a party, and in which either of the following had a direct or indirect material financial interest such as any Director or Officer of the corporation, or its parent or subsidiary (a mere common directorship shall not be considered a material financial interest). The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than FIFTY THOUSAND DOLLARS (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than FIFTY THOUSAND DOLLARS (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than TEN THOUSAND DOLLARS (\$10,000) paid during the previous fiscal year to any Director or Officer, except that no such statement need be made if such indemnification was approved by the members.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

Refer to AFN Policy-3.1-Record Retention

## **ARTICLE 15: FISCAL YEAR**

### **SECTION 1. FISCAL YEAR OF THE CORPORATION**

The fiscal year of the corporation shall begin on the first of January and end on the thirty-first of December in each year.

## **ARTICLE 16: PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

### **SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

No member, Director, Officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. All members, if any, of the corporation shall be deemed to have expressly consented

and agreed that on such dissolution or winding up of the affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this corporation and not otherwise.

## **ARTICLE 17: AMENDMENT OF BYLAWS**

### **SECTION 1. AMENDMENT OF BYLAWS**

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed by a two-thirds affirmative vote by the Board of Directors present at any duly called, noticed, and held regular or special meeting. Proposed amendments must be submitted to the Secretary in writing to be sent out with regular Board announcements. The proposed amendment must be submitted at the previous regular meeting.

## **ARTICLE 18: AMENDMENT OF ARTICLES**

### **SECTION 1. AMENDMENT OF ARTICLES**

Any amendment of the Articles of Incorporation may be adopted by approval of the Board of Directors by two-thirds affirmative vote by the Board of Directors present at any duly called, noticed, and held regular or special meeting. The proposed amendment must be submitted at the previous regular meeting.

### **SECTION 2. CERTAIN AMENDMENTS**

Notwithstanding the above sections of this Article, this corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first Directors of this corporation, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after the corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 6210 of the Missouri Nonprofit Corporation Law.

**CERTIFICATE**

I \_\_\_\_\_, certify that I am the current elected and acting Secretary of the Academy of Forensic Nursing, and the above bylaws of this organization are the Bylaws of this organization as adopted by the Board \_\_\_\_\_.

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said corporation by a two-thirds affirmative vote of the Board of Directors present on \_\_\_\_\_.

## Appendix A



### Academy of Forensic Nursing Board AFN General Board Meeting: Rules of Conduct

- All cameras on
- Everyone identified
- Consider each agenda item to have enough allotted time for discussion
- Agenda and attachments will go out to the board for review 4-5 days before the board meeting. (President or Secretary sends out)
- Any additions to the agenda must be submitted in an email to the Board (President) prior to the Board meetings and approved only if someone will concede some of their discussion time from another topic. (text messages will not be accepted)
- We are professional and adhere to a business style (no more emotional utterances)
- Concerns/Complaints will be addressed at the executive board. Any of the executive board will take forward at their meeting. This allows for scheduled time to review and listen.

New Board members will be assigned to a seasoned board member for mentoring. Everyone participates. This embraces positive engagement. A seasoned board member is one who has been on the board more than one (1) year.

## Appendix B



### Academy of Forensic Nursing Board Member Commitment Form 2021

The Board of Directors exists to secure and promote the financial, legal, and ethical wellbeing of the organization and to ensure that it fulfills its mission.

As a member of the Board of Directors of The Academy of Forensic Nursing, I understand in addition to being an active member, that I have a duty of care to always work in the best interests of the organization, a duty of loyalty to put the good of the organization First and avoid any conflicts of interest and a duty of obedience to be faithful to the central goals of the organization and follow its governing documents. I have a Duty of Loyalty; to set aside personal or conflicting interests and act solely in the best interest of the organization when deciding or acting on behalf of the organization. Page 9 Bylaws 2019. I understand the time commitment is between 2-5 hours per week and sometimes greater.

In order to further these commitments and responsibilities I will put forth my best effort to:

- Attend, prepare for, and proactively participate in board meetings, committee meetings and special events (80% of those scheduled). If unable to attend a scheduled meeting, will notify the President or the President-Elect and/or Secretary for excused absence vs no show. Recording of the meeting will be made available after the meeting for absentee board members to review. An expectation is that if you miss a meeting you review the recording. Recordings of meetings are in the Google Drive. Meetings are monthly and last appx. 120 min.
- Formulate and/or facilitate a SIG or committee (Education, Membership, Interprofessional Committee, Research, etc.) or serve as officer for Board on that SIG. One committee is required for participation on AFN board.
- Provide a presentation and/or webinar every year to increase the knowledge base of our members and guest attendees. One (1) webinar or presentation required yearly for AFN board members.

- Assist with webinar, boot camp or alternative presentations by assisting with Chat and the Q & A portions two to four (2-4) times a year and/or work with the President on a comparable task. Webinars are presented on Wednesdays at noon eastern time for a duration of 90 minutes. AFN will provide instructions prior to the beginning of the webinar.
- Make an annual personal financial contribution/donation in-kind for 2021 in the minimal amount of \$200.00 paid to the treasurer by January 1. Board member discussion will occur yearly to discuss contributions for the following year. Any special considerations should be brought forward to the President. Contributions are payable to the treasurer by January 1<sup>st</sup>. Author an article for the Evidence technology magazine yearly. See President for month and due dates for your article. Encourage Board members to be an advocate for the organization, promoting our values and goals.
- Obtain various means of support for the organization, such as sponsorships, advertisers, members, exhibitors, speakers, etc.
- Participate in strategic planning activities such as choosing a strategic goal of focus during board tenure.
- Work to develop new leadership and recommend potential board members to the board development committee.
- Actively participate in helping to develop resources for the organization.
- Excuse myself from discussions and votes where I have a conflict of interest.
- Strive to keep informed of the literature, trends, and policy developments that may affect the organization.
- Proactively, stay informed about the organization, asking questions and requesting information as needed. Participate in and take responsibility for making decisions on issues, policies, and other board matters.
- Actively listen and voice my opinions and concerns, asking for clarification and when necessary. Assume that all members have good intent and share a passion for values and mission of the organization.
- Always represent the organization in a positive and supportive manner.
- Congruent with our values and the goals of the organization, Board

Members will work collaboratively with staff, other board members, and partners.

- Maintain the confidentiality of all privileged or sensitive information provided to me as a member of the Board.

If I do not fulfill these commitments to the organization, I will expect the President or the President-Elect to discuss my responsibilities with me.

In turn, I expect the Academy of Forensic Nursing to be responsible to me in the following ways:

- Providing me with regular financial reports, analyses, and updates on significant organizational and personnel activities.
- Providing me with opportunities to discuss important organizational issues with the board chair and executive director as appropriate.
- Offering me opportunities for professional development as a board member.
- The staff and board members will respond in a transparent and time-sensitive manner.
- Board members and staff will work with me in good faith toward achievement of our goals.

If the Academy of Forensic Nursing does not fulfill its commitments to me, I can call on the Executive Board, the President and/or the President-Elect to discuss the organization's responsibilities.

I certify by my signature that I understand the foregoing expectations that accompany my board service and will do my best to live up to them as a member of the Board of Directors of The Academy of Forensic Nursing.

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Name

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Signature

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Date

Note: After its adoption by the Board of Directors, this Statement will be provided to all continuing and prospective Directors-nominees as appropriate.

**Appendix C**



**Academy of Forensic Nursing - Board of Directors Self Evaluation**

The purpose of the AFN Board of Directors Self-Evaluation is to measure effectiveness of Board member performance and to identify opportunities for growth. The goal of this self-evaluation to: strengthen the self-governance of the Academy of Forensic Nursing; to identify opportunities for improvement, and to implement mentoring efficacy.

**Evaluation Scale**

<b>Poor – Requires Significant Attention 1</b>	<b>Inadequate – Below Expectations 2</b>	<b>Satisfactory – Meets Expectations 3</b>	<b>Good – Exceeds Expectations 4</b>	<b>Outstanding - Meets Highest Standard 5</b>			
<b>I am actively involved in at least ONE committee.</b>			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Committee: Committee Leadership:</b>							
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

<b>I have provided at least ONE Podcast and or Webinar over the past year.</b>	
<b>Name of Podcast:</b>	
<b>The goal this year is to retain membership. I have committed to recruiting 20 new members.</b>	<b>1            2            3            4            5</b>
<b>Comments:</b>	
<b>I serve the AFN in activities and service for at least 810 hours per month.</b>	<b>1            2            3            4            5</b>
<b>Comments:</b>	
<b>I have made the following significant contributions to the Academy of Forensic Nursing.</b>	<b>1            2            3            4            5</b>
<b>My contributions:</b>	
<b>The AFN is responsible for the articles that come out 6 times a year in Evidence Technology Magazine. I have written / have made arrangement to submit an article in the next year.</b>	<b>1            2            3            4            5</b>
<b>Title of Article:</b>	
<b>I attend AFN Board Meetings / Executive Board Meetings with regularity. I assure that I am excused when I cannot make a meeting. I do not miss greater than 1-2 meetings per year.</b>	<b>1            2            3            4            5</b>

<b>I am engaged and participate in AFN Board meetings by:</b> <b>Offering thoughts and varying perspectives,</b> <b>Offering insight in areas that advance the AFN, Offering</b> <b>ideas for areas of growth of the AFN,</b> <b>Supporting fellow Board members,</b>	<b>1            2            3            4            5</b>

<b>Bringing different perspectives to the dialogue and conversations.</b>	
<b>Comments:</b>	
<b>I take an active role in mentoring fellow members and AFN Board members</b>	<b>1            2            3            4            5</b>
<b>Members that I have mentored :</b>	



## Appendix D



### Proprietary Agreement

As a member of the Academy of Forensic Nursing, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products and services of the Academy of Forensic Nursing and its members. To protect the interests of both the Academy of Forensic Nursing and its members, all board members and SIG leaders are required to read and sign Proprietary Agreement prior to beginning work within the Academy of Forensic Nursing. An additional copy of the Proprietary Agreement is also enclosed with this Agreement. Upon signing this Agreement, you shall be deemed to sign such Proprietary Agreement. For our records, please also sign the copy attached hereto and return it along with your signed copy of this Agreement.

**Proprietary Information Obligations Checklist:** Similarly, you may have confidential or proprietary information from a prior organization that should not be used or disclosed to anyone at the Academy of Forensic Nursing. Therefore, the Academy of Forensic Nursing requests that you read, complete, and submit the enclosed Proprietary Information Obligations Checklist to this effect. In addition, the Academy of Forensic Nursing requests that you comply with any existing and/or continuing contractual obligations that you may have with your former/current organizations. You represent to the Academy of Forensic Nursing and that you are not subject to any agreement or other limitation that you would be in violation of by executing this Agreement, commencing work with the Academy of Forensic Nursing, or performing your duties with the Academy of Forensic Nursing (recognizing that you are subject to confidentiality obligations with regard to your prior and/or other current organizations and the various boards on which you serve).

#### **Obligations:**

During your involvement with the Academy of Forensic Nursing, you shall devote your full business efforts and time to the Academy of Forensic Nursing. The Academy of Forensic Nursing and you recognize that you potentially could be currently on several boards with other nursing organizations. You shall not be precluded from engaging in appropriate civic, charitable or religious activities, from serving on the board of directors of other organizations that are not direct competitors to the Academy of Forensic

Nursing or from managing your and your family's personal passive investments, as long as, in each case, the activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of involvement by, the Academy of Forensic Nursing.

**Noncompetition During Organization Involvement:**

You agree that, during your involvement with the Academy of Forensic Nursing you will not engage in, or have any direct or indirect interest in any person, firm, corporation or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Academy of Forensic Nursing, including, without limitation, any then-current activities relating to providing Internet navigational products or services and any then-current activities providing search, advertising services, e-mail, chat, e-commerce, instant messaging, content (e.g., music, video), ISP (e.g., connectivity, bandwidth or storage) or other Internet-based delivery or functionality.

**Cooperation:**

During the Term and thereafter, whether or not then involved by the Academy of Forensic Nursing, you agree to reasonably cooperate with and make yourself available on a continuing basis to the Academy of Forensic Nursing and its representatives and legal advisors in connection with any matters in which you are or were involved or any existing or future claims, investigations, administrative proceedings, lawsuits and other legal and business matters, as reasonably requested by the Academy of Forensic Nursing. You also agree that within five (5) business days of receipt (or more promptly if reasonably required by the circumstances) you shall send the Academy of Forensic Nursing copies of all correspondence (for example, but not limited to, subpoenas) received by you in connection with any legal proceedings involving or relating to the Academy of Forensic Nursing, unless you are expressly prohibited by law from so doing. You agree that you will not voluntarily cooperate with any third party in any actual or threatened claim, charge, or cause of action of any nature whatsoever against the Academy of Forensic Nursing and/or any of the Academy of Forensic Nursing's subsidiaries and/or affiliates. You understand that nothing in this Agreement prevents you from cooperating with any government investigation.

**Involvement At-Will:**

Please understand that this Agreement does not constitute a contract of involvement for any specific period of time but will create an involvement at-will relationship that may be terminated at any time by you or the Academy of Forensic Nursing, with or without Cause and with or without advance notice, if you give the Academy of

Forensic Nursing at least thirty (30) days' written notice of any voluntary resignation. The at-will nature of the involvement relationship may not be modified or amended except by written agreement by the Board Directors of the Academy of Forensic Nursing and you.

**Code of Conduct and the Academy of Forensic Nursing Policies:**

The Academy of Forensic Nursing is committed to creating a positive environment and conducting organizational business ethically.

**Non-Disparagement:**

You agree, other than with regard to the organization and its members in the good faith performance of your involvement with the Academy of Forensic Nursing while associated by the Academy of Forensic Nursing, both during and for five (5) years after your involvement with the Academy of Forensic Nursing terminates, not to knowingly disparage the Academy of Forensic Nursing or its officers, directors, employees or agents in any manner likely to be harmful to it or them or its or their business, business reputation or personal reputation. The Academy of Forensic Nursing will direct its President, and the named board of directors of the Academy of Forensic Nursing, other than in the good faith performance of their duties to the Academy of Forensic Nursing or in connection with their fiduciary duties to the Academy of Forensic Nursing and applicable law, both during and for five (5) years after your involvement with the Academy of Forensic Nursing terminates, not to knowingly disparage you in any manner likely to be harmful to you or your business reputation or personal reputation. The foregoing shall not be violated by statements which are truthful, complete, and made in good faith in response to any question, inquiry or request for information required by legal process or governmental inquiry.

**Entire Agreement; Notice:**

(a) This Agreement, including the exhibits hereto, constitute the entire agreement between you and the Academy of Forensic Nursing with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written representations, understandings, agreements or communications between you and the Academy of Forensic Nursing concerning those subject matters. It may not be terminated or modified orally but only by a writing executed by you and an authorized representative of the Board of Directors of the Academy of Forensic Nursing. This Agreement shall be interpreted under, and governed by, the laws of Missouri without regard to its conflict of law provisions.

Notices shall be delivered in writing either personally, electronically or by overnight delivery service and shall be deemed given on the date delivered if delivered personally or the day after the day sent if sent by overnight delivery service. Notices shall be

delivered as follows (or such other address as the party shall notify the other by notice sent as aforesaid): (a) if to the Academy of Forensic Nursing, at the Academy of Forensic Nursing offices (Attn: President)

## Appendix E

### RELEASE AGREEMENT

This letter agreement (this “**Agreement**”) will confirm our understanding with regard to your termination of involvement with the Academy of Forensic Nursing.

**1. Separation.** Your last day of involvement with the Academy of Forensic Nursing [will be][was] [Date] (the “**Separation Date**”). To the extent you have not previously done so as of the Separation Date, you hereby resign from your position as the \_\_\_\_\_ of the Academy of Forensic Nursing and from any and all offices you have with the Academy of Forensic Nursing’s subsidiaries and/or affiliates, including the Academy of Forensic Nursing’s Board of Directors or any fiduciary or other committee with respect to any benefit plan of the Academy of Forensic Nursing or any of the Academy of Forensic Nursing’s subsidiaries and/or affiliates. You shall execute such additional documents as requested by the Academy of Forensic Nursing to evidence the foregoing. After the Separation Date, you shall not represent yourself as being an officer, director of the Academy of Forensic Nursing of any such benefit plan for any purpose.

**2. [To the extent applicable: Obligations.** Prior to your Separation Date, you shall devote your full business efforts and time to the Academy of Forensic and you agree that you will not engage in any activities that are in violation of the Academy of Forensic Nursing Code of Ethics.]

**3. Invention and Assignment to Academy of Forensic Nursing.** You agree to perform promptly, all acts deemed necessary or desirable by the Academy of Forensic Nursing to permit and assist it, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in all intellectual property assigned to the Academy of Forensic Nursing pursuant to your Confidentiality Agreement or similar agreement(s) including, but not limited to, disclosing information, executing documents and providing reasonable assistance or cooperation in legal proceedings.

**4. Return of Academy of Forensic Nursing Property.** By the Separation Date or earlier if requested by Academy of Forensic Nursing, you agree to return to the Academy of Forensic Nursing all hard copy and electronic documents (and all copies thereof) and other property belonging to Academy of Forensic Nursing, its subsidiaries and/or affiliates that you have had in your possession at any time, including, but not limited to, files, notes, notebooks, correspondence, memoranda, agreements, drawings, records, business plans, forecasts, financial information, specifications, computer recorded information, tangible property (including, but not limited to, computers, PDAs, pagers, telephones, credit cards, entry cards, identification badges and keys), and any

materials of any kind that contain or embody any proprietary or confidential information of the **Academy of Forensic Nursing**, its subsidiaries or affiliates (and all reproductions thereof in whole or in part). If you discover after the Separation Date that you have retained any proprietary or confidential information (including, but not limited to, proprietary or confidential information contained in any electronic documents or e-mail systems in your possession or control), you agree immediately upon discovery to send an email to the President of the **Academy of Forensic Nursing** and inform the **Academy of Forensic Nursing** of the nature and location of the proprietary or confidential information that you have retained so that **Academy of Forensic Nursing** may arrange to remove, recover, and/or collect such information.

**5. Proprietary Information Obligations.** You acknowledge your continuing obligations under your Confidentiality Agreement, or any other agreement(s) signed thereafter containing restrictive covenants (collectively “**NDAs**”), including your obligation not to use or disclose any confidential or proprietary information of the **Academy of Forensic Nursing**, its subsidiaries, or affiliated entities, not to solicit **Academy of Forensic Nursing** members and, to the extent permitted by applicable law, not to solicit members and not to compete with the **Academy of Forensic Nursing**, its subsidiaries or affiliated entities while you are involved, as specified in your NDAs.

**6. Release of Claims.** In consideration for, and as a condition of the benefits provided to you pursuant to this Agreement, you hereby generally and completely release the **Academy of Forensic Nursing** and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively “**Released Party**”) from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date you sign this Agreement and which arise out of or are in any way related to your employment or other relationship, or termination of such employment or other relationship, with the **Academy of Forensic Nursing** or any of the **Academy of Forensic Nursing’s** subsidiaries and/or affiliates.

**7. Miscellaneous.** This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between you and the **Academy of Forensic Nursing** regarding this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized Director of the **Academy of Forensic Nursing**. This Agreement will bind the personal representatives, successors and assigns of both you and the **Academy of Forensic Nursing**, and inure to the benefit of both you and the **Academy of Forensic Nursing**, their successors, and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any

other provision of this Agreement and the provision in question will be modified by the court to be rendered enforceable.

**8. No Admission; Rules of Construction.**

(a) This Agreement is not intended, and shall not be construed, as an admission that any Released Party has violated any federal, state, or local law (statutory or decisional), ordinance or regulation, breached any contract or committed any wrong whatsoever against you.

(b) Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing this Agreement shall not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

**9. Counterparts.** This Agreement may be signed in counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of copies of an executed document shall be deemed a valid delivery of an executed Agreement.

If this Agreement is acceptable to you, please sign below **on or after the Separation Date** \_\_\_\_\_ **([Date])** and return to **[Academy of Forensic Nursing, President]** at PO 179402Box , St. Louis, Missouri 63117-645 on the day after your Separation Date which will be on \_\_\_\_\_[enter date].

Sincerely,

Academy of Forensic Nursing

By: \_\_\_\_\_

**[Name]**

\_\_\_\_\_  
**[Title]**