

Pediatric
NATIONAL
ASSOCIATION OF Nurse
Practitioners™
CHAPTER AFFILIATION AGREEMENT



THIS CHAPTER AFFILIATION AGREEMENT (the "Agreement"), is made effective the 14th day of December, 2019, by and between the National Association of Pediatric Nurse Practitioners ("NAPNAP"), an Ohio nonprofit corporation exempt from U.S. income taxation under Section 501(c)(6) of the Internal Revenue Code, and Sacramento Valley NAPNAP ("CHAPTER").

PREAMBLE

Whereas, the NAPNAP desires to work together and continue to assist established and new chapters with their autonomy, ability to conduct programs and activities in the communities in which they serve, and to strengthen the voice for advocacy for promoting optimal children's health at the federal and state levels; and

Whereas, NAPNAP is changing its membership and affiliate structure to continue to advance its mission and vision.

Now, therefore, the parties hereby agree as follows:

- I. Grant of Charter to CHAPTER.
 - A. Charter. NAPNAP hereby grants to CHAPTER a non-exclusive charter to be a chapter of NAPNAP. For only as long as this Agreement remains in effect, CHAPTER is authorized to use the name "Sacramento Valley NAPNAP," the acronym "SV," and the logo of NAPNAP in or in connection with CHAPTER's name, acronym and logo, subject to the terms and conditions of this Agreement and any written guidelines attached to or incorporated in this Agreement, or subsequently provided to CHAPTER by NAPNAP.
 - B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by NAPNAP or surrendered by CHAPTER, pursuant to the terms of the NAPNAP's Bylaws and Section VIII of this Agreement.
 - C. GEOGRAPHIC SCOPE OF CHAPTER. CHAPTER shall be considered an NAPNAP chapter within the geographic area defined as: Sacramento Valley (the "CHAPTER AREA"), pursuant to and in accordance with NAPNAP's mission and purposes as set forth in NAPNAP's Articles of Incorporation, Bylaws, Policy Manual, Chapter Operations Handbook, or as otherwise established by NAPNAP's Executive Board. The CHAPTER AREA may be modified by

established by NAPNAP's Executive Board. The CHAPTER AREA may be modified by NAPNAP for any reason, including without limitation the approval and chartering of new chapters in areas bordering the CHAPTER AREA. Consultation with current bordering chapters will precede modification of borders.

- D. Authorized Activities. NAPNAP specifically authorizes CHAPTER to conduct activities within the CHAPTER AREA as outlined in the Chapter Toolkit and the Policy Manual, as well as other activities that are consistent with the mission and purposes of NAPNAP. Absent further written permission from NAPNAP, CHAPTER shall not be authorized to conduct activities outside of the CHAPTER AREA.

II. Membership.

CHAPTER's categories of individual membership shall be substantially the same (Active, Associate, Student, Doctoral Student and Retiree) as those of NAPNAP, with substantially the same privileges extended to CHAPTER's members as are extended to NAPNAP's members. Individuals must be a member of NAPNAP to be eligible for CHAPTER membership; no other persons or entities shall be eligible to become members of CHAPTER. The terms and conditions of membership in NAPNAP shall be determined exclusively by NAPNAP. The terms and conditions of membership in CHAPTER shall be identical to or substantially the same as the terms and conditions of membership in NAPNAP and shall be set forth in CHAPTER's Bylaws. CHAPTER shall not be entitled to collect membership dues in addition to those collected by NAPNAP for membership in NAPNAP; CHAPTER shall receive from NAPNAP a flat rate or percentage of the NAPNAP dues collected from CHAPTER's members, which percentage or flat rate shall be established from time to time by NAPNAP's Executive Board. If a member's membership in NAPNAP expires, the member's membership in CHAPTER automatically expires. (Refer to Section III. H for chapters rights to levy special assessments)

III. Rights and Responsibilities of CHAPTER.

CHAPTER's obligations under this Agreement shall include:

- A. Fiscal Year. CHAPTER's shall maintain its fiscal year the same as NAPNAP's fiscal year, which at the time of execution of this Agreement is January 1 through December 31.
- B. Corporate and Tax Status. CHAPTER warrants that it is and will remain a legal entity separate and distinct from NAPNAP, that it is not incorporated, that it is and at all times shall remain in good standing in the jurisdiction of its organization, and that, to the extent that it is eligible to do so, it is or desires to become exempt from U.S. federal income tax under Section 501(c)(6) of the U.S. Internal Revenue Code.
- C. Bylaws and Other Requirements. As a condition of receipt of its charter as a chapter of NAPNAP, the CHAPTER will have provided to NAPNAP, and NAPNAP will have reasonably provided its approval to, the Bylaws of CHAPTER. These

CHAPTER Bylaws are, and shall remain, consistent with the Articles of Corporation and Bylaws of NAPNAP, as well as with the Sample Chapter Bylaws provided by NAPNAP to CHAPTER, except as otherwise required by law or agreed by the parties. Any amendments to CHAPTER's Bylaws must first be submitted to, and approved by, NAPNAP. CHAPTER shall conduct its activities at all times in strict accordance with its Bylaws, and shall comply at all times with all of the requirements set forth in NAPNAP's Bylaws and all other chapter-related policies, procedures, handbooks, manuals, or other written guidance promulgated by NAPNAP.

- D. Compliance with Laws. CHAPTER warrants that it is and will remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement.
- E. Recordkeeping, Reporting and Inspection. CHAPTER shall maintain reasonable records related to all of its finances, programs, activities and operations, including without limitation to minutes of the meetings of its members and board of directors, if any. CHAPTER shall submit regular written reports, as outlined in the Chapter Toolkit or otherwise specified by NAPNAP, to NAPNAP summarizing its programs, activities and operations, including but not limited to budget, financial statements, a roster of CHAPTER officers and directors with contact information, and a roster of current CHAPTER members with contact information. Upon the written request of NAPNAP and at NAPNAP's expense, CHAPTER shall permit NAPNAP or NAPNAP's designated agent to review appropriate records of CHAPTER pertaining to its programs, activities and operations. Alternatively, if requested by NAPNAP, CHAPTER shall send to NAPNAP copies of such records.
- F. Programs and Activities. CHAPTER shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of NAPNAP, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. CHAPTER shall endeavor to use, to the extent possible, materials available through NAPNAP in support of such programs and activities, including Continuing Education (CE) policies and guidelines. CHAPTER shall send to NAPNAP on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that CHAPTER intends to sponsor or conduct. NAPNAP may, at its sole discretion, send representatives to observe such programs and activities.
- G. Legislative and Advocacy Activities: Due to NAPNAP's desire to collect such information, CHAPTER shall notify NAPNAP in writing preferably prior to taking a position on any federal, state or local legislative, regulatory or other issue. Concurrent or post notification for urgently emerging issues is acceptable.
- H. Special Assessments: CHAPTER shall have the right to levy assessments upon its members to fund state or chapter-based legislative and advocacy program activities, continuing education and other program activities, provided that

information regarding the tax deductibility of such assessments is communicated appropriately to CHAPTER's members.

- I. CHAPTER shall adopt such policies as may be required by NAPNAP, including without limitation a Conflict of Interest and Disclosure Policy and a Document Retention Policy.

IV. Rights and Responsibilities of NAPNAP

- A. Federal Tax Exemption and Filings. NAPNAP will allow CHAPTER, if it is eligible, to participate in NAPNAP's group tax exemption at no cost to CHAPTER. NAPNAP will allow CHAPTER, if it is eligible, to participate in NAPNAP's group filing of annual federal information or tax returns at no cost to CHAPTER.
- B. NAPNAP Professional Liability (APL) insurance. NAPNAP will provide CHAPTER and CHAPTER's officers and directors, if it and they are eligible and comply with all requirements, with coverage under NAPNAP's APL insurance policy at no cost to CHAPTER or its officers and directors. Chapter volunteers are included in this coverage.
- C. Compliance Assistance. NAPNAP will monitor CHAPTER's filing of annual or other reports, as required by CHAPTER's applicable state law, and, provided CHAPTER provides reports to NAPNAP as required under this Agreement or as otherwise requested by NAPNAP, will notify CHAPTER when filings are due and/or have not been made as required.
- D. Support of Chapter Operations, Programs and Activities. NAPNAP will provide CHAPTER with guidelines on operating a chapter, as well as guidelines, templates, examples, and other materials for carrying out CHAPTER's programs, activities and obligations under this Agreement. Such guidelines and materials may be provided, at NAPNAP's sole discretion, either in printed form or in electronic form by way of Web sites or other form of electronic communication. NAPNAP will provide staff support to assist CHAPTER officers in using the guidelines and materials and in fulfilling CHAPTER's obligations under this Agreement.

V. Intellectual Property and Confidential Information.

- A. Limited License. In accordance with NAPNAP's grant to CHAPTER of permission to be a chapter of NAPNAP, CHAPTER is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the Term of this Agreement in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER-related purposes, the following Intellectual Property:

A. Limited License. In accordance with NAPNAP's grant to CHAPTER of permission to be a chapter of NAPNAP, CHAPTER is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the Term of this Agreement in or in connection with CHAPTER's name, acronym and logo and for other official CHAPTER-related purposes, the following Intellectual Property:

- (i) the name "Salramento Valley NAPNAP" the acronym "SV," the logo of NAPNAP, and other NAPNAP trademarks, service marks, trade names, and logos;
- (ii) NAPNAP's membership, mailing, telephone, and electronic mail lists with respect to past, current or prospective members of NAPNAP located within the CHAPTER AREA, as provided to CHAPTER by NAPNAP ("the Mailing List"), and
- (iii) all copyrighted or proprietary information and materials provided by NAPNAP to CHAPTER.

The authority to use the Intellectual Property is limited to those activities authorized under this Agreement and is subject to the terms and conditions of this Agreement and any written guidelines contained in the Chapter Operations Handbook, or subsequently provided to CHAPTER by NAPNAP.

1. The Intellectual Property is and shall remain at all times the sole and exclusive property of NAPNAP. The Intellectual Property may be used by CHAPTER if and only if such use is made pursuant to the terms and conditions of this limited and revocable license.
2. NAPNAP's logo may not be revised or altered in any way, and must be displayed in the same form as produced by NAPNAP. The Intellectual Property may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of NAPNAP.
3. The Intellectual Property must be used by CHAPTER in a professional manner and solely for official CHAPTER-related purposes. CHAPTER shall not permit any third party to use the Intellectual Property without NAPNAP's express prior written approval. CHAPTER shall not sell or trade the Intellectual Property without NAPNAP's express prior written approval. The Intellectual Property may not be used for individual personal or professional gain or other private benefit. The Intellectual Property may not be used in any manner that, in the sole discretion of NAPNAP, discredits NAPNAP or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between NAPNAP and CHAPTER.

part, to any third party without the express prior written approval of NAPNAP.

5. In any authorized use by CHAPTER of the Intellectual Property, CHAPTER shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law or state law and any other guidelines that NAPNAP may prescribe.
6. NAPNAP reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that CHAPTER's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.
7. All rights of usage of the Intellectual Property by CHAPTER shall terminate immediately upon the revocation, surrender or other termination of this Agreement. CHAPTER's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

VI. Relationship of Parties.

The relationship of NAPNAP and CHAPTER to each other is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that CHAPTER is an agent of NAPNAP. CHAPTER shall include, in all of its publications and contracts, a statement to the effect that CHAPTER is a legal entity separate and distinct from NAPNAP and is not entitled to act on behalf of or to bind NAPNAP, contractually or otherwise.

VII. Indemnification

CHAPTER shall hold harmless NAPNAP, its officers, directors, members and agents, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise out of the acts or omissions of CHAPTER, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement. NAPNAP shall hold harmless CHAPTER, its officers, directors, members and agents, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise out of the acts or omissions of

NAPNAP, its officers, directors, members and agents, whether in connection with this Agreement or otherwise.

VIII. Termination of Agreement.

- A. Revocation of Charter. NAPNAP, through its Executive Board, shall have the authority to revoke the charter of CHAPTER if the Executive Board determines that the conduct of CHAPTER is in breach of any provision of this Agreement. Any decision by NAPNAP to revoke CHAPTER's charter shall be initiated by sending written notice to CHAPTER specifying the grounds upon which the revocation is based; provided, however, that NAPNAP shall provide CHAPTER with sixty (60) days from the date of such notice to correct any alleged breach of this Agreement. In the event that NAPNAP determines, in its sole discretion, that CHAPTER has not corrected the condition leading to NAPNAP's decision to revoke CHAPTER's charter, NAPNAP shall so notify CHAPTER in writing. NAPNAP's decision shall become final upon CHAPTER's receipt, or refusal of delivery, of such written notice from NAPNAP.
- B. Surrender of Charter. CHAPTER may surrender its charter by delivering to NAPNAP written notice of its intention to do so no less than sixty (60) days prior to the effective date of such surrender.
- C. Effect of Revocation or Surrender. Upon revocation or surrender of CHAPTER's charter, this Agreement shall be considered immediately terminated, CHAPTER shall promptly remit all Chapter funds to NAPNAP, and CHAPTER shall no longer be entitled to any rights granted hereunder, including without limitation the right to utilize NAPNAP Intellectual Property in CHAPTER's name or otherwise. CHAPTER shall immediately takes all steps necessary to cease use of the Intellectual Property, including all steps necessary to change CHAPTER's name to a name which does not incorporate or infringe upon NAPNAP's Intellectual Property.

IX. Miscellaneous.

- A. Entire Agreement. This Agreement:
- (i) constitutes the entire agreement between the parties;
 - (ii) supersedes and replaces all prior agreements, oral and written, between the parties; and
 - (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- B. Warranties. Each party covenants, warrants, and represents that it has the authority to enter into this Agreement, that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its

obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

- C. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of New Jersey, United States of America. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of New Jersey. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of New Jersey.

- D. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

- E. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by facsimile, by certified mail, or by overnight courier, with receipt deemed to have occurred on the date of first receipt of such notice by the addressee (or refusal of delivery), to the following addresses or facsimile numbers:

If to NAPNAP:

National NAPNAP of Pediatric Nurse Practitioners
5 Hanover Square
Suite 1401
New York, NY 10004
Attn.: Cate Brennan, Executive Director
FAX: (212) 785-1713

If to CHAPTER:

Southwest Pediatric Nurse Practitioners
6566 Wind Ridge
El Paso, TX 79912
Attn.: _____
FAX (____) _____ - _____

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

NATIONAL ASSOCIATION OF PEDIATRIC NURSE PRACTITIONERS

Sacramento Valley WAP (CHAPTER)

By: 

Name: Robert Huey Lao

Title: President

Approved January 29, 2009 by Executive Board



NAPNAP 20 Brace Road, Suite 200, Cherry Hill, NJ 08034-2634 Phone: 856/857-9700 Fax: 856/857-1600 www.napnap.org

PETITION FOR CHAPTER CHARTER

TO: The NAPNAP Executive Board

We, the undersigned members, present this petition for a formal CHARTER in the State of California, in the city of Sacramento and request that it be granted.

Submitted herewith for your approval are:

1. Proposed name of Chapter: California Chapter of NAPNAP Sacramento Valley
(State) (City)
2. Proposed chapter constitution and bylaws.
3. Roster of chapter chartering members (Form CH-3).
4. Letters of authorization for chapter inclusion in group exemption (Form CH-6) and group tax return (Form CH-7).
5. Chapter charter fee in the amount of fifty dollars (\$50.00).

The undersigned chartering members also agree to the provisions set forth in the National Association bylaws and will conform to all requirements set forth therein.

Signed this day Dec. 17th, 2014 by [Signature]

CHAPTER PRESIDENT: [Signature]

CHAPTER SECRETARY: [Signature]

For National Office Use Only

Received by NAPNAP this day _____, 20____ by _____

Application: Complete Incomplete

Needs: _____

Action taken on this day _____, 20____ by _____
 Granted Returned

Reasons: _____

Signed: _____



NAPNAP 20 Brace Road, Suite 200, Cherry Hill, NJ 08034-2634 Phone: 856/857-9700 Fax: 856/857-1600 www.napnap.org

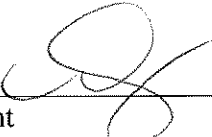
Dated: 12/19/19

Treasurer
National Association of Pediatric Nurse Practitioners
20 Brace Road, Suite 200
Cherry Hill, NJ 08034


Dear NAPNAP Treasurer:

This document shall serve as full legal authorization for the National Association of Pediatric Nurse Practitioners to include the financial statement as submitted by (State): California Sacramento Valley Chapter of NAPNAP in the National Association of Pediatric Nurse Practitioners' group tax return for the year 20 20.

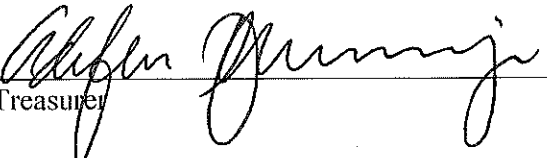
Affixed below is the seal of a Notary Public and the signatures of Steering Committee which has responsibility for making such authorization.



President



President-Elect



Treasurer



Secretary



NAPNAP 5 Hanover Square, Suite 1401, NY, NY 10004
Phone: 917-746-8300 Fax: 212-785-1713 www.napnap.org

CH-6 Form

Dated: 12/19/19

President
National Association of Pediatric Nurse Practitioners
5 Hanover Square
New York, NY 10004

Dear NAPNAP President:

This letter shall document that California, Sacramento Valley Chapter of the National
(State)

Association of Pediatric Nurse Practitioners is a recognized, unincorporated constituent of NAPNAP, Inc. and wishes to be included in the group exemption letter to the Internal Revenue Service. This chapter understands that inclusion in the group exemption letter eliminates the need to file form 1024 individually with the IRS.

This chapter subscribes to the general goals and objectives of NAPNAP, Inc., and will meet the same conditions for tax exempt status that govern NAPNAP, Inc., which are:

- 1) Non-profit activities directed toward improvement of general business and professional conditions.
- 2) No net earnings shall benefit any private shareholder or individual.
- 3) No particular services performed for private shareholders or individuals.

Affixed below are the seal of a Notary Public and the signatures of the Steering Committee which has responsibility for authorizing this action for inclusion of the Chapter in the NAPNAP, Inc., group exemption letter.

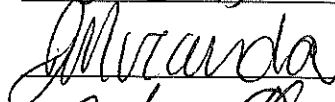
President:



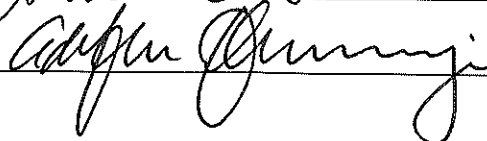
President-elect:



Secretary:



Treasurer:



MODEL CONSTITUTION AND BYLAWS FOR CHAPTERS
OF THE
NATIONAL ASSOCIATION OF
PEDIATRIC NURSE PRACTITIONERS

Article I

NAME

The name of this Association shall be the California (State)
Chapter of the National Association of Pediatric Nurse Practitioners
(NAPNAP) Sacramento Valley (City).

Article II

PURPOSES

The purposes of this Association shall be as follows:

- A. To provide a network of advanced practice nurses who care for children for the purpose of promoting the highest professional standards of pediatric Advanced Practice Registered Nurse (APRN) practice and optimal care of the pediatric patient throughout their lifespan.
- B. To develop and/or sponsor educational programs for the ongoing education of pediatric focused advanced practice nurses at the state level.
- C. To support and facilitate state and local programs improving the quality of health care for infants, children, adolescents and young adults through role advancement, professional development and advocacy.
- D. To coordinate with other professional associations, health care facilities, universities, industries, research organizations and governmental agencies in concert with the purposes of the Chapter.

Article III

Consistent with the bylaws of NAPNAP, the general objectives of the Association are:

- 1. To develop and promote standards of PNP practice that ensure cost effective, accessible, quality health care.
- 2. To support standardization and accreditation of programs that prepare the pediatric nurse practitioner.
- 3. To advocate for quality child health care and support measures that ensure quality child health.

4. To make available a forum for continuing education for its members.
5. To participate in the development and implementation of certification and certification maintenance programs for PNPs as a charter member organization of the Pediatric Nursing Certification Board (PNCB).
6. To monitor legislation affecting PNP role, education and practice, and pertinent health care issues and respond proactively.
7. To facilitate effective collaboration between PNPs and other health care professionals.
8. To promote publication of scientific journals, newsletters and other communications pertinent to the objectives of NAPNAP.
9. To maintain pertinent data for reference and assistance in matters pertaining to the profession or its practice.
10. To promote research regarding PNPs and health care of infants, children, adolescents and young adults.
11. To facilitate an exchange of information between employment-seeking PNPs and prospective employers.
12. To educate employers of PNPs and others regarding the value of responsibilities assumed by the PNP.
13. To engage in public relations efforts with PNP professionals, health care consumers, and other children's health promotion organizations.

Article IV

MEMBERSHIP

Chapter membership is contingent upon National membership.

Section A

Active members, who shall be entitled to vote, hold office, and serve on committees, shall be registered nurses who have paid dues in full to the National Association (NAPNAP) and who qualify for any one of the following categories:

1. Pediatric Nurse Practitioners (PNP), School Nurse Practitioners, Family Nurse Practitioners, Neonatal Nurse Practitioners, who are eligible for certification or have been certified by the Pediatric Nursing Certification Board (PNCB), the American Nurses Credentialing Center (ANCC) the National Certification Corporation (NCC), the American Academy of Nurse Practitioners (AANP) or other agencies recognized by the National Commission for Certifying Agencies.
2. Clinical Nurse Specialists (RNs who have completed a Master's Degree in Nursing Program with a pediatric component) who are eligible for certification or have been certified by an agency

recognized by the National Commission for Certifying Agencies.

3. Registered nurse faculty members who prepare professionals as delineated in #1 and #2.
4. Registered Nurses who have completed a course which follows the American Nurses Association-American Academy of Pediatrics 1971 Guidelines on Short-Term Continuing Education Programs preparing the PNP.
5. Registered nurses who are practicing as PNPs and were educated prior to the 1971 guidelines.
6. Registered Nurses who otherwise qualify for active membership but who reside outside the United States and its territories and who submit proof of licensure or registration in the nurse's native country and/or state.

Section B Associate Members, who shall not be allowed to vote or hold office, but may serve on committees, shall be any persons including student PNPs interested in fostering the objectives of the organization.

Section C Retired Members, who shall be allowed to vote or hold office, may serve on committees, shall be any person who is no longer actively practicing and is interested in fostering the objectives of the organization.

Section D Student Members, who shall not be allowed to vote or hold office, but may serve on committees, shall be an individual pursuing an education in a nurse practitioner/clinical nurse specialist program.

Section E Application for membership shall be made online or by paper and shall be accompanied by the annual National membership dues.

Section F Termination of membership shall automatically stem from resignation of the member, revocation or suspension of the member's nursing license, non-payment of dues, or majority vote of the Chapter Executive Board. The Chapter Executive Board may not terminate a member for such reasons without first providing the member with notice of the charges and a full hearing before the Chapter Executive Board.

Section G Dues are required of each member and shall be payable with National dues each year on an anniversary date. Any member terminated for non-payment of dues may be reinstated online or by making written application and current payment of dues.

Article V

MEETINGS

Section A

Regular meeting of the Association shall be held at such time and place as is determined by the officers.

Section B

Special meetings may be called at any time by the President. Notice of special meetings shall set forth the matters to be discussed.

Section C

Notice of meetings in written form shall be mailed or emailed to each member at least 10 days and no more than 60 days prior to each meeting.

Section D

A Quorum shall be constituted from those members present and entitled to vote at such meeting.

Section E

Voting shall be accomplished by one vote per active member of the Association. The approval of any matter of business shall require the affirmative vote of a majority of active members present and voting.

Section F

Parliamentary Procedure shall govern all regular and special meetings and the usual parliamentary rules of order as contained in Roberts Rules of Order Revised shall be maintained.

Article VI

OFFICERS

Section A

Number, Election, Term and Qualifications:

The officers of the Association shall be President, President-elect, Secretary and Treasurer and such other officers as this Executive Board and/or members may authorize. Officers shall be elected by and from the active membership near the close of the fiscal year; all officers must be a member of the National Association. All officers shall hold office for a term of one fiscal year or until their successors have been duly elected and qualified, with the exception of the Secretary and Treasurer; these are 2-year terms. No officer shall hold the same office for more than two (2) consecutive terms. (Provision should be made for staggered terms of office). No member shall be a member of the Executive Board for more than six (6) consecutive years.

Section B

President

The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the administrative matters and business affairs of the Association. The President shall implement policy established by the members of the Executive Board. The President shall preside at all meetings; execute all conveyances, notes,

contracts, or other instruments authorized by the members; appoint all committees and chairpersons as provided in these bylaws; serve as an ex-officio member of all standing committees; and perform and discharge all duties incident to the office of the President and such other duties as may be assigned by the members of the Executive Board.

Section C

President-elect

The President-elect shall become familiar with the duties of the President and shall automatically succeed to the presidency at the conclusion of the President's term of office. The President-elect shall perform the duties of the office in the absence of the President or in the case of inability to act. When so acting, the President-elect shall have all powers of, and be subject to all the restrictions, placed upon the President, and shall perform such other duties as the members of the Executive Board may specifically prescribe.

Section D

Secretary

The Secretary shall keep and maintain the minutes of the meetings and give all notices that are required to be given by these bylaws; be custodian of the bylaws, membership roster, and records of the Association; attest all documents, the execution of which has been duly authorized by the members according to these bylaws; send copies of Chapter meeting minutes and newsletters to the Membership/Chapters' Coordinator of NAPNAP; and in general perform all duties incident to the office of Secretary and such other duties as the members of the Executive Board may prescribe.

Section E

Treasurer

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the chapter; receive and give receipts for all monies due and payable to the chapter from any source whatsoever, deposit all monies in the name of the chapter in banks or other depositories as shall be decided by the Executive Board; account for and record all financial transactions by the chapter; prepare and render an annual report to the chapter and to the National Association at the last regular meeting of each fiscal year and whenever requested by the National Association or chapter membership; authorize an annual audit/review of financial records of the Chapter in such manner as directed by the Executive Board and perform such other duties as may be assigned by the members of the Executive Board.

Section F

Compensation

No part of the net earnings of the Chapter shall ever be for the benefit of, or be distributable to, its members, trustees, officers or other private persons, except that the Chapter shall be empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes for which it was formed.

Article VII

ELECTIONS

Section A

Nominations may proceed by a formal slate of candidates, write-in candidates and/or nominations from the floor at the time of the election. Once the President-elect pattern has been established, the nominations for the offices of President-elect, Secretary and Treasurer shall proceed. The Secretary and Treasurer shall be elected on a rotating basis. There should be at least two nominations for each office.

Section B

Election of officers may proceed from electronic or written ballots, hand vote or verbal vote. Three judges appointed by the President will count the votes and said judges shall certify and announce the results in the meeting. The candidate receiving the highest number of votes for a particular office shall be declared elected. In case of a tie vote, a second vote shall be taken by all members present. New officers for the next fiscal year must be elected prior to the close of the current fiscal year.

Article VIII

EXECUTIVE BOARD

Section A

The Executive Board shall consist of the elected officers (President, President-elect, Secretary and Treasurer), the Immediate Past President and Committee Chairs designated by these bylaws.

Section B

Duties - The Corporate powers, affairs, policies and property of the Association shall be exercised, conducted and controlled by the Executive Board. The primary function of the Executive Board shall be to formulate policy of the Association.

Section C

Regular and special meetings of the Executive Board may be called by the President, and shall be called by the President upon the written request of at least five members of the Executive Board. The President is responsible for notifying members of the Executive Board of the time, place, and agenda of such meeting.

Section D

Vacancies - In the event a vacancy occurs in an office or on the Executive Board due to a change in status or otherwise, such vacancy shall be filled in the following manner:

1. President: The President-elect shall assume the office for the completion of that term. (S)he shall then continue to serve as President for the one (1) year term which (s)he would otherwise have served had the vacancy not occurred. If the President-elect position is vacated for any reason, a special election shall be held within 3 months of the vacancy.
2. All other vacancies: The Executive Board shall appoint a replacement.

Section E Referendum - In the interval between regular meetings of the Executive Board, the President may refer to the Executive Board questions relating to the affairs of the Association which, in the opinion of the President, require immediate action on the part of the Executive Board. The result of such a referendum which requires a majority vote of the Executive Board shall control the action of the Association, and its Executive Board, officers, sections, and committees.

Section F Quorum - A simple majority of members of the Executive Board shall be necessary to constitute a quorum at any regular or any special meeting of the Board.

Section G Limits of Terms - No member shall be a member of the Executive Board for more than six (6) consecutive years.

Section H Removal of Board Member - Any officer or Board member who is absent from Board meetings without valid excuse or does not participate in activities as designated by the Executive Board shall be removed from office and/or from membership on the Executive Board by a majority vote of the Executive Board.

Article IX COMMITTEES

Section A Appointment and Term

The committees of the Association shall be standing or special, the chairperson of which shall be appointed by the Chapter President and approved by the Executive Board to serve for a term of one year or until existence of the committee is terminated.

Committee chairs may not hold a position on the Executive Board for more than six (6) consecutive years. These committees shall be under the direction and control of the Executive Board and shall have such duties as may be assigned to them by these bylaws or the Executive Board. Each

standing committee shall submit an annual report and any other interim report requested by the President.

The purpose and list of responsibilities of standing committees is outlined in the Chapter Operations Handbook.

Article X

LIABILITY FOR DEBTS

- A. NAPNAP, Inc. shall not be held liable for any debts of this chapter unless such debt is authorized by the Executive Board of NAPNAP. As an unincorporated association, the chapter may secure liability insurance to defray costs against possible personal or property damage claims.

- B. Any financial commitments desired by this chapter which are beyond its treasury, legal authority, or full responsibility shall be first reviewed and approved by the NAPNAP Executive Committee. All financial contracts within the financial scope and legal authority of this chapter shall contain the following disclaimer statement:
" Robyn Lao (Sacramento Valley President) understands and agrees it is contracting with the Sacramento Valley chapter of the National Association of Pediatric Nurse Practitioners, an unincorporated Association, and not with NAPNAP, Inc., Ohio Corporation.
Sacramento Valley waives any and all claims against said NAPNAP, Inc."

Article XI

AMENDMENTS

These bylaws may be altered, amended or changed by an affirmative vote of two-thirds (2/3) of the active members present and voting at any regular meeting of the chapter or any meeting called for that purpose, provided a full statement of any proposed amendment shall have been published in the notice call of the meeting. Any amendment to these bylaws will be effective only after it has been submitted to the National office of NAPNAP and approved in writing by the NAPNAP Executive Committee.

Article XII

FISCAL YEAR

The fiscal year of the Chapter is July 1 thorough June 30.

Article XIII

CHAPTER DISSOLUTION


Any chapter may be dissolved at the discretion of the national association's Executive Board or by majority vote of the active members of the chapter; any funds which remain in the chapter budget shall revert to the national association's general fund.

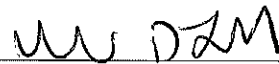
Article XIV

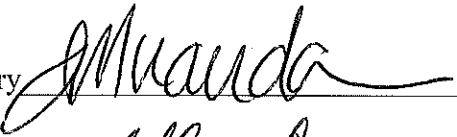
ADOPTION

These bylaws shall be adopted at any regular or special meeting and shall become effective when approved in writing by the national office.

Adopted at a meeting of the California Sacramento Valley Chapter of the National Association of Pediatric Nurse Practitioners on the 19th day of December, 2019.

Chapter President 

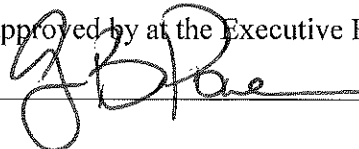
Chapter President-elect 

Chapter Secretary 

Chapter Treasurer 

Approved as Model Bylaws: January 29, 2009 by the Executive Board.

Chapter Bylaws approved by at the Executive Board on 12/19/19.

Witnessed by: 

Sacramento Valley NAPNAP Founding Members

edit 1/8/2020

	Name	Credentials	work location and specialty	home address	email	phone	Active NAPNAP member
1	Dawn Harbour	CNS	ucd PICU	1373 Mallard Creek Dr., Roseville, CA 95747	dmharbour@ucdavis.edu	916 734-2994	
2	Christa Mu	CNS	UCD NICU	3551 Marsh Point Dr. Elk Grove, CA 95758	cbedfordmu@ucdavis.edu	916 838-0581	will join as UCD group
3	Karen Brand	PNP-AC	ucd Palliative care	8906 Genoa Ave, Orangevale, CA 95662	ksbrand@ucdavis.edu	925 389-7648	Board members
4	Barbara Goebel	CNS	UCD Peds Cardiology	3333 Pope Ave, Sacramento, CA 95821	blgoebel@ucdavis.edu	916 203-1338	
5	mary zanobini	FNP	ucd Peds Cardiology	43223 East Oakside Place, Davis, CA 95618	mfzanobini@ucdavis.edu	530 304-4696	
6	amber memon	NNP	ucd NICU	729 Taylor Street, Folsom, CA 95630	almemon@ucdavis.edu	916 396-6237	
7	Deborah Woods	PNP	ucd Peds HemeOnc	8431 Bullion Way, Orangevale, CA 95662	dwoods@ucdavis.edu	916 662-5853	

8	Robyn Huey Lao President	PNP	ucd Pediatric Surgery	740 Treehouse Lane Sacramento, CA 95864	rehuey@ucdavis.edu	415 992-1749	
9	Amy Powne	CNS	UCD Fetal Surgery	4909 T Street, Sacramento, CA 95819	abpowne@ucdavis.edu	209 614-8357	
10	Jenny Solano	NNP	UCD NICU	5311 7th Ave, Sacramento, CA 95820	neojen56@yahoo.com	707 567-4897	
11	Tisha Phelps	PNP	UCD PICU	807 Stoneridge Circle Fairfield, CA 94534	typhelps@ucdavis.edu	916 662-3287	
12	Alex Doyle	PNP	UCD ED	1530 Coats Dr, Yuba City, CA 95993	alexdoyle32@yahoo.com	530 713-1874	
13	Jennifer Owens Secretary	PNP	ucd Pediatric Surgery	1250 Commons Dr. Sacramento, CA 95825	owens@ucdavis.edu	916 838-1225	x
14	melissa de la Mora President-elect	PNP	Mercy San Juan Peds Hospitalist	5824 O Stret Sacramento CA 95819	melissa.delamorra@me.com	530 306-5891	x
15	Adebola Olarewaju Treasurer	PNP	UCD Otolaryngology	408 Redwood Village Place Roseville, CA 95747	bola@efozzie.com	213 840-2052	x
16	Brian Steupfert	PNP	UCD Peds Hemeonc	5329 Spring Creek Way, Elk Grove, CA 95758	nursebrian@gmail.com	503 747-9201	x

17	morgan mirth	PNP	UCD PreAnesthesia	55 3rd Street, Woodland, CA 95695	mirthm@gmail.com	610 217- 1032	x
18	Laura mazza	PNP	Dignity Woodland	55 3rd Street, Woodland, CA 95695	lauramariemazza@gmail.com m	415 686- 1332	x
19	Robin Culver	PNP	UCD PICU	3151 S Street #255 Sacramento, CA 95816	raculver@ucdavis.edu	925 451- 5187	x
20	Jonah Stein	PNP	UCD CT PICU	2226 Caravaggio Dr. Davis, CA 95618	jmstein@ucdavis.edu	970 331- 9700	x
21	Kat schwartz	PNP	Kaiser Roseville Pedsurg/Shriners Pedsurg	6488 Garland Way, Roseville, CA 95747	swartz.kat@gmail.com	574 849- 2070	
22	Mary Le	PNP-AC	CPMC SF RN	1818 22nd St unit 103, Sacramento, CA	maryleinsf@gmail.com	415 933- 4082	
23	Sally martens	FNP	Shriners Ortho	9279 Silverbend Lane, Elk Grove, CA 95624	smartens@shrinenet.org	530 519- 9488	
24	Tessy Awa	FNP	Shriners Ortho	2359 Aguilar Place, Woodland, CA 95776	twaw@shrinenet.org	707 628- 7214	
25	Darvin Foo	PA	Shriners Ortho	3532 Koso St., Davis, CA 95618	dfoo@shrinenet.org	404 290- 1262	

26	Jen Miranda	FNP	Shriners Pedsurg	1011 Berryessa Ct. Winters, CA 95694	Jenleemiranda@gmail.com	530 526-7038
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29	Robert Tolbert	RN	Shriners clinic manager	work:2425 Stockton blvd, Sacramento, CA 95817	RTolbert@shrinenet.org	916 690-6974
30	sabrina Vaa	PNP	UCSF access center RN	6167 Reservoir Court, Granite Bay, CA	sabrinavaa@gmail.com	205 886-5111
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32	Rianna Ramos Aglubat	PNP	Kaiser NICU RN	9713 Latana Ct. Elk Grove, CA 95757	riannamosRN@gmail.com	562 618-5626
33	Kasey Pearson	PNP	Sutter Peds CF	2325 Pargo Place, Gold River, CA 95670	pearsok@sutterhealth.com	916 613 9999
34	Susan Caffery	PNP	sutter Peds neuro	1625 Stockton Blvd, suite 104, Sacramento, CA 95816	caffersl@sutterhealth.com	916 759-8608