



# CASA

Court Appointed Special Advocates  
**FOR CHILDREN**

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CASA OF WALKER, SAN JACINTO & TRINITY COUNTIES

## BOARD & EMPLOYEE HANDBOOK

*Last Updated 3/4/2025*

### MISSION

*CASA of Walker, San Jacinto & Trinity Counties provides a trained court appointed volunteer advocate to every abused and neglected child in CPS custody.*

### VISION

*The program's goal is a safe, permanent, nurturing home for every child it serves.*

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# Welcome ...

...to CASA of Walker, San Jacinto, and Trinity Counties! We are honored to have you as a part of our program, and have no doubt that our selection committee made a good decision in choosing YOU for your new role. We are excited to have you as part of the CASA team, and I look forward to working with you as you assist to nurture our volunteers, serve our children, and contribute to the growth of our program!

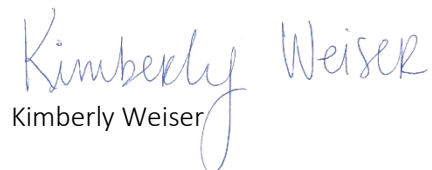
This handbook will outline for you the policies that guide this organization, as well as provide you with the most basic, essential information that you will need to know regarding our program and services. While this does not provide you with ALL that you need to know to perform your job effectively, this will certainly be a useful tool to guide you as you move forward with CASA.

Here at CASA we have an “open door” philosophy – and that means ALL doors are open! While I am always available personally to answer questions, address concerns, and provide support for you as a member of our team, you are also encouraged to utilize your “teammates” for additional support and assistance. We are all in the same boat, working toward the same goal – no question is too big nor too small for any member of the CASA team to address.

It’s my sincerest hope that you will find your time with CASA rewarding and fruitful in more ways than you even expect at this time! While I hope to have you with us for many years to come, I also hope that when you leave CASA you will have identifiable growth, both personally and professionally, as a result of your experiences with us. I hope that we are able to successfully utilize all of the skills and talents that you have to offer, in a way that effectively serves CASA and is equally enjoyable and fulfilling for you!

With all that said, I wish you the best of luck as you dive into your new role! I am always available to you for any needs that may arise in your time with us, and hope that you will seek me out often for the support offered!

Respectfully,



Kimberly Weiser

Executive Director

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# CASA OF WALKER, SAN JACINTO, & TRINITY COUNTIES HANDBOOK

## INTRODUCTION

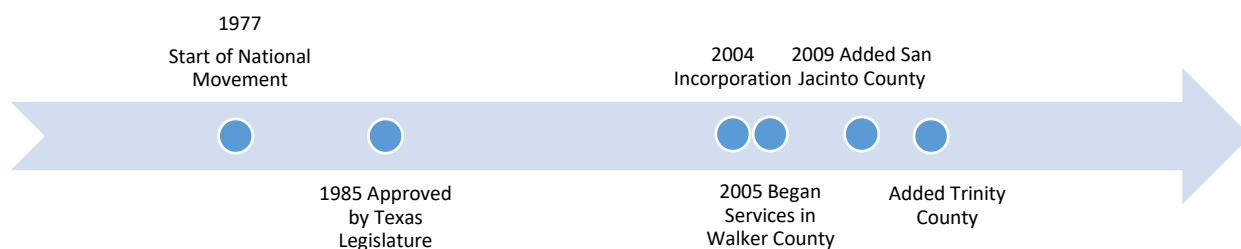
### HISTORY

CASA is part of a national volunteer movement that began in 1977 when Judge David Soukup in Seattle decided he needed to know more about the children whose lives were in his hands. His solution was to ask community volunteers to act as a “voice in court” for abused and neglected children. These Court Appointed Special Advocate® (CASAs) provided him with the detailed information he needed to safeguard the children’s best interests and ensure that they were placed in safe, permanent homes as quickly as possible. The program was so successful that it was copied around the nation.

The programs made their way into Texas and in 1985, the Texas state legislature passed a bill giving volunteers with court approved training the right to represent abused and neglected children in court. This bill appears as a line in the Texas Family Code, along with a provision for immunity from liability if work is done in good faith. CASA has continued to serve abused and neglected children in Texas for 25 years, providing trained community volunteers for every child who was assigned to the program through the court.

CASA of Walker, San Jacinto & Trinity Counties is a 501(c)3 nonprofit organization governed by a volunteer board of directors. The program started as “CASA of Walker County” and was incorporated as a non-profit organization during the summer of 2004. The first Executive Director was hired and the program implemented services under her leadership in January 2005.

CASA of Walker, San Jacinto & Trinity Counties is a member of the National and Texas CASA Associations. There are over 1,000 CASA programs nationwide and 74 CASA programs in the state of Texas.



## ORGANIZATION NAME

The official business name of the Organization is “Court Appointed Special Advocates of Walker County.” The Organization also does business as “CASA of Walker, San Jacinto, & Trinity Counties”, “CASA of Walker County.” For the purposes of this policy, the organization will be referred to as “CASA”.

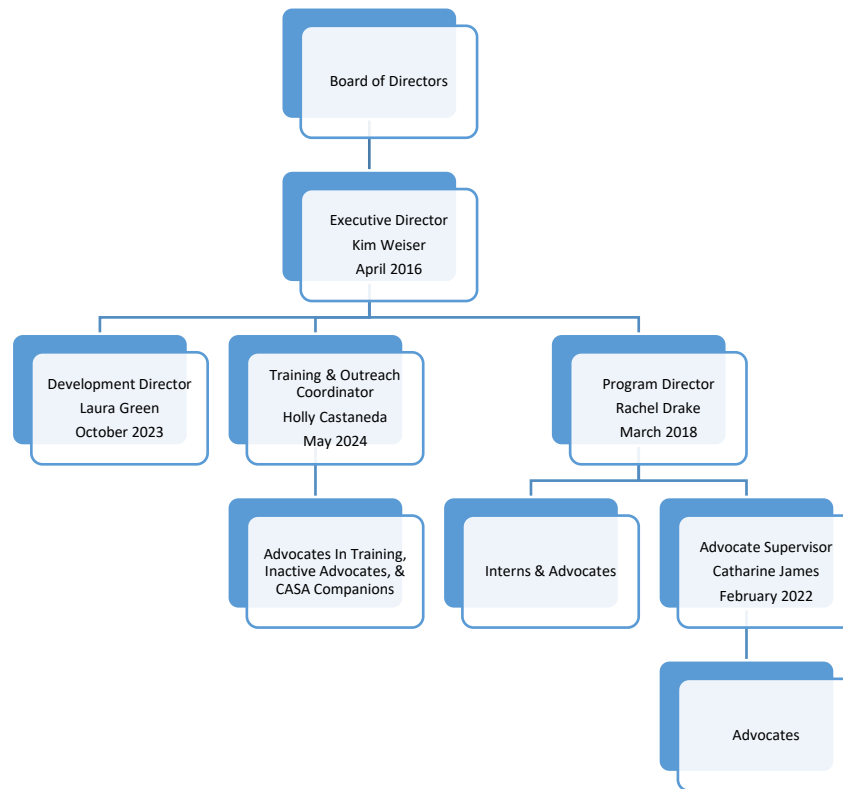
## THE BOARD OF DIRECTORS

The Board of Directors is made up of a diverse representation of community volunteers who must have the expertise, commitment, and time to carry out the Mission and Philosophy of the organization. This 9 to 25-member board is the governing body of the organization and is responsible for determining the direction of long and short term plans, setting policy, establishing goals, and managing the budget. The membership of the Board includes 9 to 15 voting Directors, and up to 10 non-voting Associate members.

The Board of Directors employs an Executive Director who serves as the direct line of communication with the board, unless delegated otherwise for a specific purpose. The Executive Director is accountable for keeping the Board of Directors updated.

## CHAIN OF COMMAND

The board of directors is responsible for the overall governing and wellbeing of the organization. They employ an Executive Director who is responsible to the Board for the day-to-day administration and management of the agency. The Executive Director employs and supervises the necessary staff, who are each individually responsible for implementing programs, services, and a budget that reflect the direction of the board. Every member of staff has a direct supervisor and is always expected to refer to their supervisor for advice, direction, training, and conflict management. Each staff member supervises volunteers, who are the primary individuals responsible for child advocacy within CASA.



## POLICY ON POLICY

CASA is committed to the efficient and effective fulfillment of the mission by outlining expectations, rights, and benefits to employees; as well as providing instruction for service delivery through the CASA of Walker, San Jacinto, & Trinity Counties Handbook. This handbook will meet the requirements of state and federal laws and regulations, State & National CASA Affiliations, and the various grantors from which the agency receives funding. The Executive Director has delegated responsibility to ensure every employee and volunteer's action is within the limits set forth by the CASA Handbook.

Policies and procedures may be proposed and written by any member in the agency which will then be presented to the Executive Director and Board of Directors for approval. At the time of annual review of policy, staff will be notified of such review and will be given opportunity to participate in the review process.

Policies must be approved by the Board before they may be implemented. The Board has final authority over any policy and procedure and has the discretion to make changes or reasonable exceptions at any time. The Executive Director with the Board of Directors has responsibility to notify all staff in writing of any changes made to policy, most specifically changes made regarding personnel.

## CHAPTER 1: PROGRAM MISSION & PURPOSE

### 1.1 PROGRAM MISSION

#### 1.101 MISSION AND VISION STATEMENTS

The core model of a CASA program is to provide screened, trained and qualified community court-appointed volunteers to advocate for the best interests of children and youth who are before the court as a result of allegations of abuse or neglect as the subject of a Suit Affecting the Parent-Child Relationship or in the conservatorship of the Department of Family and Protective Services (DFPS).

CASA of Walker, San Jacinto, & Trinity Counties program's mission is to provide trained court appointed volunteer advocacy to every abused and neglected child in CPS custody.

The program's goal is a safe, permanent, nurturing home for every child it serves.

#### 1.102 CHILDREN SERVED

CASA will not seek nor accept appointment as a CASA volunteer or guardian ad litem except in suits affecting the parent/child relationship brought by or involving the Department of Family and Protective Services.

#### 1.103 VOLUNTEERS

The organization provides trained and qualified community volunteers to advocate for the best interests of children who come into the court system, primarily as a result of abuse or neglect.

#### 1.104 MINIMUM CONTACT WITH CHILDREN

CASA assures that volunteers have regular and sufficient in-person contact with the child where they live to enable them to have an in-depth knowledge of the case and make fact-based recommendations to the court. CASA volunteers shall meet in person with the child(ren) once every thirty (30) days at a minimum. An exception may be granted if the child(ren) are placed more than 60 but less than 120 miles away (from the courthouse in which their hearings are held), in which case CASA will meet in person with the child(ren) at least once every other month. If the child(ren) are placed more than 120 but less than 300 miles away, CASA will meet in person with the child(ren) at least once every three months. If child(ren) are placed more than 300 miles away from the location of the courthouse from which their hearings are held, the child must be visited in person at least once every 6 months.

#### 1.105 INCLUSIVENESS & DIVERSITY

CASA strives to be an inclusive organization whose Board members, staff, and volunteers reflect the diversity of the children and community it serves.

#### 1.106 GUIDING PRINCIPLES

CASA is guided by the following core principles:

We recognize the importance of family preservation and/or reunification:



- We acknowledge that children experience trauma when separated from their family
- We acknowledge that strengthening families is in the child's best interest to achieve stability and/or reunification
- We demonstrate respect for parents and all other parties
- We ensure the family's strengths and child wishes are both represented in reports to the court

We recognize the importance of diversity, equity and inclusion:

- We acknowledge that ALL children (regardless of age, race, ethnicity, national origin, color, religion, gender, gender expression, sexual orientation, disability, or physical challenge) should be safe, have a permanent home and an opportunity to thrive
- We acknowledge the existence of implicit bias and takes steps to minimize and/or eliminate implicit bias
- We demonstrate an understanding of disproportionality impacting children who are in the child protection system due to allegations of abuse or neglect

We recognize the importance of collaboration:

- We cooperate and coordinate with other volunteer and public service agencies, the courts, community groups, families and individuals to improve services & advocate for change when conditions adversely affect the children served
- At least once in a two-year period, we conduct a survey of volunteers, judges and other key stakeholders to assess whether the program is meeting the needs of children served.

### 1.107 PROGRAM SERVICES

The CASA program consistently offers services in a manner that reflects:

- 1) CASA program mission
- 2) Adherence to the guiding principles
- 3) Available personnel and financial resources
- 4) Program's funding sources and requirements
- 5) Roles and responsibilities required by law

### 1.108 COMMUNITY COLLABORATION

CASA's Board of Directors and personnel cooperate and coordinate with other volunteer agencies, the courts, public service agencies, community groups and with families and individuals to:

- 1) Improve services for individual children served and their families
- 2) Advocate for needed change in the conditions which adversely affect the children served

- 3) Identify gaps in services and work to eliminate them
- 4) Share training and other resources efficiently and effectively

#### 1.109 LIABILITY

CASA representatives (both volunteer and staff) are not to be held liable for civil damages for a recommendation made or opinion rendered in good faith, while acting in the official scope of his/her duties.

### 1.2 LEGAL AUTHORITY TO OPERATE

CASA has legal authority to operate through Texas Family Code statute and complies with the requirements and provisions of the contract between Texas CASA and the Office of the Texas Attorney General.

#### 1.201 INCORPORATION

CASA is incorporated under the requirements of the Texas Secretary of State and is designated as a 501c3 organization.

### 1.3 COURT RECOGNITION AND SUPPORT

CASA is recognized and supported by the courts in the local districts and abides by the Texas Family Code and any local court rules which govern the relationship with the court.

#### 1.301 COOPERATIVE AGREEMENTS

The CASA program has written agreement(s) which define the working relationships between the program and

- 1) The courts in the designated catchment area
- 2) DFPS
- 3) Other affiliated agencies as deemed appropriate

These agreements are reviewed & renewed every two (2) years, at minimum, or when there is a change in the judicial leadership or changes in policy, law, or local court rules that substantially impact the relationship between the program and the court.

#### 1.302 ENSURING PROGRAM EFFECTIVENESS

CASA has regular communication with the court in order to evaluate the court's satisfaction with the program and to obtain the court's recommendations for improving the effectiveness of the program.

## CHAPTER 2: ETHICAL CONDUCT & CONFIDENTIALITY

CASA upholds the credibility, integrity, and dignity of the CASA mission by conducting all business in an honest, fair, professional, and compassionate manner. Recognizing and respecting the sensitive nature of the work, the program maintains the highest level of confidentiality.

### 2.1 CONFLICTS OF INTEREST

For the purposes of this policy, conflict of interest is defined as:

- 1) An activity that renders a person unable or potentially unable to perform his or her duties and responsibilities in an efficient and impartial manner, or
- 2) An activity that permits a person to receive or potentially receive private gain or favor for himself or herself or others, or otherwise creates the appearance of impropriety.

CASA prohibits all board members, employees, and volunteer from engaging in activities which are or could be conflicts of interest to his/her respective position in the organization. To govern the ethical conduct of members of the Board of Directors, the employees, volunteers, and paid consultants of CASA, the following policies are to be upheld.

#### 2.101 UNDIVIDED ALLEGIANCE

The Directors of the corporation owe a duty of loyalty to the corporation and a duty of obedience to the corporation's mission. Therefore, directors must, in serving the organization, act not in their personal interests or in the interests of third parties or other organizations, but rather solely in the interest of the organization. Directors and committee members must have undivided allegiance to the corporation's mission and may not use their positions as directors or committee members, or information they have about the corporation or the corporation's property, in a manner that allows them to secure a pecuniary or personal benefit for themselves, the family members, or a third party or other organization to the detriment of the corporation.

#### 2.102 NEPOTISM

##### *Paid Personnel*

No person shall be employed or promoted when it is the duty of any member of the same household or any relative employed by the agency to act in an official capacity upon such employment, promotion, supervision, or if either person would have an official voice in the terms and conditions of employment for the other. For purposes of this policy, relatives are considered the following:

- 1) Blood: parent, child, grandparent, grandchild, brother, sister, half-sister, half-brother, uncle, aunt, niece, or nephew
- 2) Marriage: husband, wife, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepparent, stepchild, aunt, uncle, niece, or nephew
- 3) Any other relative of the employee or his/her spouse living in the employee's home

Relatives of members of the Board of Directors will not be considered for employment.

In compliance with the Uniform Grant Management Standards (UGMS) and the Texas Government Code, CASA will ensure that no officer, employee, or member of its governing body shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other office or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

#### *Organization Decision Making*

No board member or staff member may participate in any decision-making process when said person or members of her or his immediate family, or any party, group or organization to which said person has allegiance, may have an interest that may be seen as competing with the interests or concerns of the CASA program.

#### *Volunteer Case Assignment*

No CASA volunteers may be related to any party involved in an assigned case, or be involved in a case in such a way that would present a conflict of interest

### **2.103 PAID AGENTS OF THE COURT**

Paid agents of the Court, including judges and lawyers, with the potential to be directly involved in CASA cases will not be permitted to serve on the CASA Board of Directors, but will be eligible to serve on an advisory board or agency committee.

### **2.104 LEGAL COUNSEL**

The Board of Directors or the Executive Director may obtain legal counsel for the CASA program on a pro bono basis. A lawyer who offers legal counsel may sit on the board for CASA; in such cases, CASA will clarify the individual's roles in order to keep the two functions separate.

### **2.105 FOSTER PARENTING**

CASA employees may not be foster, foster/adopt, or adoptive parents for any child whose conservatorship is through DFPS unless the staff member is related to the child or the child is not in conservatorship from Walker, San Jacinto, or Trinity Counties. Board members may be foster, foster/adopt or adoptive parents for any child whose conservatorship is through DFPS.

### **2.106 BOARD SERVICE AS VOLUNTEER ADVOCATES**

Board members may serve as volunteer child advocates with the program. However, board members who also serve as advocates shall not participate in discussions or vote on issues regarding HR matters. Additionally, due to the nature of the responsibilities of the job, board members who serve as advocates may not serve as a member of executive committee, unless an exception is granted by unanimous vote of

the board of directors. In such cases, board members will consider the extent to which conflict(s) may present, and will outline alternative procedures or solutions to mitigate such conflicts.

#### 2.107 FINANCIAL INTEREST

No staff, paid consultants, governing body members and/or volunteers are allowed to have any direct or indirect financial interest in the assets, leases, business transactions, or professional services of the program.

#### 2.108 DISCLOSURE OF CONFLICT OF INTEREST

Board members and staff must weigh carefully all circumstances in which there exists the possibility of accusations of competing interest. Directors, committee members, employees, and volunteers should avoid even the appearance of a conflict of interest, as this affects the corporation's good standing in the community and its ability to fulfill its mission. Volunteers shall disclose to the Executive Director their relationships and interests which present a conflict of interest or the appearance of a conflict of interest as soon as they arise. Directors, committee members, and employees shall disclose to the Board (or to the appropriate committee) relationships and interests and any relevant information which present a conflict of interest or the appearance of a conflict of interest as soon as they arise. They also may not participate in any decision-making process related to the matter in which there may be a conflict of interest.

#### 2.109 RECUSAL FROM DELIBERATION AND DECISION MAKING

Board members and staff shall excuse themselves from the room when there is any deliberation and decision on the matter of interest in which there is a possible conflict. The Board may waive the foregoing restrictions and allow a board member or staff with a conflict of interest to join in such portion of the discussion on the matter of interest, as the Board deems appropriate. When there is doubt as to whether a conflict of interest exists, the matter shall be resolved by a vote of the Executive Committee, excluding the person(s) who may have the possible conflict.

#### 2.110 DISCIPLINARY ACTIONS

Should any employee, board member, or volunteer not disclose a conflict of interest prior to the act or not recuse her/himself in a decision or vote when there is a conflict of interest (or may be an appearance of a conflict of interest), then disciplinary action may be taken, up to and including dismissal.

#### 2.111 DOCUMENTATION

The minutes of the board and/or committee meetings shall reflect the disclosure of any conflict of interest, and that the interested person was not present during the deliberation and decision on the matter of interest. In the event of possible conflict of interest in a decision-making process at the level of management, the Executive Director shall report to the Board in writing that the conflict of interest was disclosed and that the interested person was not in the room and did not participate in the final deliberation and decision on the matter of interest.

### 2.112 POLICY REVIEW AND ACCEPTANCE

The Conflict of Interest policy (policy 2.1) shall be reviewed with each new Board member prior to their attendance of first board meeting, and with all staff at the time of his or her hire. Each Board member and staff person shall be required to review and sign a copy of the Conflict of Interest policy upon entry into the organization and annually thereafter.

## 2.2 CONDUCT

*The following policies are intended to assist CASA employees and board members in making decisions about interactions with youth. For clarification of any guideline or to inquire about behaviors not addressed here, contact the Executive Director or President of the Board.*

CASA of Walker, San Jacinto, & Trinity Counties provides the highest quality services available to our youth. Our commitment is to create an environment for youth that is safe, nurturing, empowering, and which promotes growth and success for the youth who participate in our Organization. Any type of abuse will not be tolerated and once verified will result in immediate dismissal from CASA. CASA will fully cooperate with authorities if allegations of abuse are made and investigated.

### 2.201 CODE OF CONDUCT

The Code of Conduct outlines specific expectations of CASA staff and volunteers as we strive to accomplish our mission together.

- 1) Youth will be treated with respect at all times.
- 2) Youth will be treated fairly regardless of race, sex, sexual orientation, age, ability/disability or religion.
- 3) Staff and volunteers will not swear or tell off-color jokes.
- 4) Staff and volunteers will not discuss their sexual encounters with or around youth or in any way involve youth in their personal problems or issues.
- 5) Staff and volunteers will not date or become romantically involved with youth.
- 6) Staff and volunteers will not use or be under the influence of alcohol or illegal drugs in the presence of youth.
- 7) Staff and volunteers will not have sexually oriented materials, including printed or internet pornography, in the presence of youth.
- 8) Staff and volunteers will not have secrets with youth.
- 9) Staff and volunteers will dress conservatively in the appropriate uniform and avoid wearing provocative and revealing attire including midriffs, tank tops, halter tops, short shorts, or short skirts.
- 10) Staff and volunteers will not stare at or comment on the youth's bodies.
- 11) Staff and volunteers will adhere to standards of affection as outlined in this manual.
- 12) Staff and volunteers will avoid affection with youth that cannot be observed by others.
- 13) Staff and volunteers will not engage in inappropriate electronic communication with youth.
- 14) Staff and volunteers shall not abuse youth in anyway including the following:

- a. Physical abuse: hitting, spanking, shaking, slapping, unnecessary restraints
  - b. Verbal abuse: degrading, threatening, cursing
  - c. Sexual abuse: inappropriate touch, exposing oneself, sexually oriented conversations
  - d. Mental abuse: shaming, humiliation, cruelty
  - e. Neglect: withholding food, water, shelter
- 15) Staff and volunteers will report concerns or complaints about other CASA staff and volunteers, other adults, or youth to their supervisor within 24 hours.
- 16) Staff and volunteers who work at CASA may not have engaged in or been accused or convicted of child abuse, indecency with a child, or injury to a child.

## 2.202 HARASSMENT

CASA is committed to providing an environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive, including sexual harassment. Actions, words, jokes or comments based on a person's sex, race, ethnicity, race, gender identity, national origin, age, religion, disability, sexual orientation or other legally protected characteristics will not be tolerated.

### *Sexual Harassment*

Sexual harassment in any manner or form is expressly prohibited. All claims of sexual harassment will be promptly and thoroughly investigated. Anyone who violates this policy is subject to disciplinary action commensurate with the severity of the offense up to and including immediate termination.

### *Definitions and Explanations*

Sexual harassment may take numerous forms. It includes verbal or physical conduct, such as sexual advances or requests for sexual favors that are unwelcome.

There are two types of sexual harassment:

- 1) *Quid pro Quo*: Occurs when sexual favors are required or demanded of a volunteer or employee as a condition of assignments or as the basis for assignment decisions affecting that volunteer.
- 2) *Hostile work environment*: Occurs when verbal or physical conduct of an offensive sexual nature permeates the work environment to the extent that it interferes with the employee's or volunteer's work performance and seriously affects his or her psychological well-being.

In addition to sexual advances or a demand for sexual favors, the following may also constitute sexual harassment:

- 1) Verbal: Sexual innuendoes, suggestive comments, or sexual jokes.
- 2) Non-verbal: Display of sexually suggestive objects or pictures or obscene gestures.
- 3) Physical: Unwanted physical contact of any kind.

If a staff or board member feels he/she has been treated in violation of this policy, s/he should immediately report the alleged act to the Executive Director. If the alleged perpetrator is the ED, the report should be given to the President of the Board of Directors.

CASA will immediately investigate all complaints of harassment and discrimination in a discreet and confidential manner. If unlawful discrimination or harassment is determined to have occurred, CASA will take prompt corrective action against the offending individual. The corrective action may consist of verbal or written warnings or other actions, up to or including termination.

CASA will not tolerate retaliation of any kind against employees or volunteers who report incidents of illegal discrimination or harassment. However, in the event the investigation reveals that the allegation was false or made in bad faith, appropriate corrective action will be taken.

### 2.203 INAPPROPRIATE BEHAVIOR, ABUSE, & MOLESTATION

Our organization will not tolerate the mistreatment or abuse of minors in its programs. Any mistreatment or abuse by a staff member or volunteer will result in disciplinary action, up to and including termination of employment or volunteer service.

Any incident of unacceptable verbal/non-verbal discipline of a child that occurs while conducting CASA business will be considered probable child abuse and appropriately reported to the Texas Department of Family and Protective Services. Any employee or volunteer who is alleged to have engaged in any form of child abuse or molestation will be reported to the Texas Department of Family and Protective Services and immediately removed from participation in casework for the duration of the investigation. If child abuse allegations are substantiated, the employee/volunteer will be subject to immediate termination and possible criminal prosecution.

If any employee, board member, or volunteer advocate has reason to believe a child has been abused or mistreated or has reason to believe that a child is in imminent danger, that person has an obligation to comply with Texas Family Code 261.101 regarding the requirement to report child abuse and neglect. Any suspicion of abuse **must** be reported to TX-DFPS no later than the 48<sup>th</sup> hour after the individual first suspected that the child was or may have been abused or neglected. All such suspicions must also be reported to the Executive Director. The Individual should notify the ED of the date/time that the TX-DFPS report was completed. In any case in which the Executive Director is the subject of the report, observations/suspensions and the date/time of the completed report shall be reported to the President of the Board of Directors. Child abuse can be reported to TX-DFPS at 1-800-252-5400 or online through [www.txabusehotline.org](http://www.txabusehotline.org).

### 2.204 DISCRIMINATION

CASA prohibits improper or unlawful consideration or discrimination based on race, religion, sex, age, national origin, disability, sexual orientation, or other legally protected characteristics (including pregnancy) in conducting business.



## 2.205 RESTRICTIONS

No CASA program staff or volunteer shall provide:

1. Housing or lodging for children
2. Bathing facilities for children
3. Supervision of a child overnight or for any shift while the child is in the physical custody of CPS/SSCC.

## 2.3 CONFIDENTIALITY

### 2.301 GENERAL CONFIDENTIALITY

CASA programs are required by state law as well as Texas and National CASA Standards to maintain confidential records for personnel (staff, volunteers, board members) and for case files for all cases to which we are appointed Guardian Ad Litem. Additionally, CASA believes that we have the moral and ethical responsibility to diligently protect and maintain the confidentiality of those records. We are committed to ensuring the confidentiality of information and materials pertaining to those individuals.

Persons working in any capacity of this agency may not use their position to obtain or access confidential information. CASA Volunteers will often work with confidential, proprietary information and materials. Confidential information (and all documentation and information relating thereto) will be kept strictly confidential.

### 2.302 DEFINITION OF CONFIDENTIAL MATERIAL

Confidential information shall include (but is not limited to):

- 1) The names and/or identifying information of employees, volunteers, board members, cases, and donors unless the person involved provides written permission.
- 2) All personal information of employees, volunteers, board members and donors, to include home phone numbers, and the addresses of employment, residence, and/or other family addresses.
- 3) Communications, observations, involvement and information made by and between or about cases, employees, volunteers, and board members to anyone outside of this agency.
- 4) All information related to cases or children served including: the child's full name; the child's location; the child's placement; the child's history of abuse and neglect; records regarding social services, law enforcement records, school records, records of a probate or court proceeding, medical, mental health or drug or alcohol treatment record; or any relevant records related to the child obtained as Guardian ad Litem or CASA advocate.
- 5) Banking and Financial records to include bank statements, internal banking/transactional information, employee's personal payroll and benefit data, and personal information (addresses, phone numbers, etc.) of CASA's donors/contributors.

The CASA/GAL program shall not share such information, except as state law or court order allows.

### 2.303 CONFIDENTIALITY AGREEMENTS

All Staff and board members are required to submit a signed statement of acknowledgement of confidentiality policies at their date of hire/onboarding, and following any changes to the organization's confidentiality policy.

All volunteers are required to take an oath of confidentiality upon completion of pre-service training. And are required to submit a signed statement of acknowledgment of confidentiality policies upon initial case assignment, and at the acceptance of each new case.

Confidentiality must be maintained even after the employee, intern, volunteer or board member leaves employment, internship, volunteer or board service with CASA.

### 2.304 PROTECTION OF CONFIDENTIAL MATERIALS

All confidential hard copy correspondence, files, and records are to be safely and securely maintained in locked file cabinets at all times, except while in use by authorized personnel. When in use, all confidential materials/documents must be kept out of view of unauthorized individuals. Employees are responsible to ensure that all records are returned to their respective cabinets at the end of the day, and that all cabinets are locked prior to departure from the CASA office(s).

In order that records can be located at all times, original hard copy case records are not to be removed from the CASA office(s) without approval by the Executive Director. In such cases, the Executive Director will keep record of the case records that have been removed, the authorized personnel in possession of the files, and when the files are expected to return

When materials/records are permitted to leave the office, the volunteer/staff member/board member must maintain the security of all confidential records when in their personal possession, as well as maintain the security of those records when they are not in the person's possession (such as when they must be temporarily left at home or in a vehicle). Case records and notes shall be secured and kept private and inaccessible to unauthorized persons.

### 2.305 FBC DATA ACCESSED THROUGH DPS SECURE SITE

Only authorized users of ABCS and FBC have access to view actual background check records (generally the Executive Director and one assigned designee). Each staff member with access must use their own log in information and background checks are only run once written authorization is received

Only persons with current DPS personal logins will be allowed to access DPS secure site. The DPS secure site will only be accessed via secured VPN and utilizing a private browser, to protect confidentiality of data on the DPS secure site

No DPS secure site data will be printed or kept outside the secure site. For recordkeeping purposes, assigned personnel will enter the date the DPS check was conducted and place the emailed proof of subscription to rap-back in each individuals' personnel files

### 2.306 MAINTENANCE OF RECORDS WITHIN OPTIMA (OR OTHER UTILIZED DATABASE SYSTEMS)

All case and volunteer records will be held within Optima. This case file shall serve as the official file of record for each case. No physical (paper) files will be maintained. Any paper records received will be uploaded to Optima and then shredded. Information held within Optima (case or volunteer) is not to be shared outside the conditions allowed in the confidentiality policy.

Staff and volunteers shall have graduated levels of access to Optima, on a “need to know” basis. Volunteers only have access to the cases to which they are personally assigned and access is revoked immediately upon dismissal of the volunteer, or once the case assessment is complete following case closure.

Optima information is protected through offsite backups of the entire database, which are conducted daily.

### 2.307 UPLOAD OF CASE RECORDS

Staff will be responsible to upload case information (court documents, contacts, other documents) as soon as possible following receipt of documents / contact; and no later than 5 business days after the receipt of such documentation.

### 2.308 MAINTENANCE OF PERSONNEL RECORDS

Personnel records for volunteers, staff and board members, per Texas and National standards, are kept within Optima. The Executive Director will maintain a physical personnel record for each staff member that contains sensitive information not appropriate for storage in the online database (performance evaluations, disciplinary actions, IRS records, etc); these records are kept in the Executive Director’s office in a locked file cabinet. Similar physical records may be kept for board members and volunteers as needed.

### 2.309 MAINTENANCE OF FINANCIAL AND ADMINISTRATIVE RECORDS

Complete financial records must be kept for no less than 7 years. All transactions shall have supporting documentation, and shall be kept in physical files in locked cabinets in the Executive Director’s office.

Administrative documents (both program and volunteer) are maintained electronically and updated/board approved annually.

### 2.310 CONFIDENTIAL PAPER, ORAL AND ELECTRONIC TRANSMISSIONS

Transmission of electronic confidential information includes secure File Transfer Protocol (FTP), or a standard communication protocol used for the transfer of computer files from a server to a client on a computer network, per HHSC requirements or encryption. All electronic data transfer and communications of Confidential Information shall be through secure systems.

### **Maintaining Confidentiality:**

#### *When Printing, Copying, and/or Disposing:*

Personnel shall monitor the printer when printing confidential documents; Confidential print jobs should not be left unattended. Confidential documents shall be promptly removed from the copy machine and when ready for disposal, these documents should be shredded at the CASA office.

#### *On the Telephone:*

Individuals shall be discrete in communications with others to ensure that unauthorized disclosure does not occur. When attending to Conference Calls or phone calls where confidential information may be discussed, employees are encouraged to conduct such business behind closed doors. When leaving voicemails, Individuals must be careful not to include or disclose any confidential information.

#### *While Texting*

Text messaging is not a secure way to relay confidential case related information. When discussing case related information via text, individuals must conceal the identity of those individuals being discussed (For example, by using initials instead of full names).

#### *When Mailing*

Confidential mail sent by regular mail or courier must be sent in sealed envelopes and marked "Confidential".

#### *When E-Mailing*

Staff and volunteers will be assigned a CASA email address. This will allow the volunteer access to Office 365 and maintains confidentiality needed for emailing confidential case related information.

Before sending any confidential information via electronic mail, individuals must make sure the intended recipient is the sole user of the address. Discretion must be used when sharing confidential information by electronic mail since it can be forwarded and/or accessed fairly easily by experienced users.

The following confidentiality notice must be included on all confidential electronic mail:

*CONFIDENTIALITY NOTICE: This email communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. This transmission is strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this email is a violation of federal criminal law.*

#### *When Faxing*

When using a fax machine to transmit confidential information, individuals should make arrangements for recipient to be available to monitor the fax machine to retrieve the document. Fax numbers should be verified prior to sending information by facsimile and the following confidentiality notice must be included on all confidential faxes.

*CONFIDENTIALITY NOTICE: This transmission is intended only for the addressee shown above. It may contain information that is privileged, confidential or otherwise protected from disclosure. Any review, dissemination or use of this transmission or any of its contents by persons other than the addressee is strictly prohibited. If you have received this message in error, please contact us immediately upon receipt*

## 2.311 BREACHES OF CONFIDENTIALITY

Any reported or discovered breach of confidentiality must immediately be documented through an incident report and appropriate notification to all parties.

### *Investigation into Breaches and Incident Reports:*

Staff and volunteers are required to report any breach of confidentiality that they are responsible for or aware of. An incident report must be started, by the Executive Director within the first consecutive clock hour of discovery. A full and complete investigation shall be immediately conducted upon discovery, committing all necessary and appropriate staff and resources to expeditiously respond, report and notify appropriate parties.

The decision to take disciplinary action as a result of the investigation will be one that is appropriate to stop and deter future confidentiality violations. Program leadership will assure disciplinary policies are followed and act consistently in the responses to any breach. The accused will be notified of the outcome of the investigation.

The final incident report will include: the outcome of the investigation, steps identified and taken with regard to disciplinary action, the date of notices, steps identified and taken to protect individuals from potential harm, and steps identified and taken with regard to changes in policy and/or practice.

### *Breach Notifications:*

In case of a confidentiality breach, the Board of Directors and Texas CASA will be notified in writing within 24 hours of discovery. The Executive Director shall be responsible to ensure timely notifications are made. Notification will include the following:

- a) The date the Breach occurred
- b) The date of discovery
- c) A brief description of the Breach, including how it occurred and who is responsible
- d) A brief description of the investigation and the status of the investigation
- e) A description of the types and amount of Confidential Information involved
- f) Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method

- g) Initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable laws, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply.
- h) A list of other notices given (ex: CPS)
- i) Provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances
- j) The steps taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate)
- k) The steps taken, or to be taken, to prevent or reduce the likelihood of recurrence of a similar Breach
- l) Identification of the persons, Workforce, or individuals and any law enforcement that may be involved in the Breach
- m) A reasonable schedule for regular updates regarding response to the Breach, but no less than every three (3) business days, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed.

## 2.312 RELEASE OF CONFIDENTIALITY: EMPLOYEES, VOLUNTEERS, & DONORS

An employee's, volunteer's, or donor's confidential information will not be released without his/her permission, except under the provisions of Policy 4.117 on reference checks, or in the case of general information released with discretion for business purposes (name, position, agency contact information).

## 2.4 FRAUD, WASTE, & ABUSE

Fraud, waste and abuse of resources of any kind by employees or volunteers/board members of CASA are prohibited. The program places a strong emphasis on establishing and maintaining internal controls to assist in the prevention, deterrence, and detection of fraud, waste and abuse.

This policy exists:

- to protect the assets, resources, and interests of the program;
- to increase the awareness of all employees of the possibility of fraud, waste and abuse,
- and to govern the reporting and investigation of allegations of suspected fraud, waste and abuse.

For the purposes of this policy, fraud, waste and abuse are defined as follows:

### **Fraud**

Any intentional act or omission designed to deceive others and resulting in the program suffering a loss and /or the perpetrator achieving a gain. (A willful or deliberate act or failure to act with the intention of

obtaining an unauthorized benefit, such as money or property, by deception or other unethical means.) For purposes of this policy, fraud and fraudulent activities include, but are not limited to, such things as:

- Theft of any system asset including money, tangible property, time, trade secrets and intellectual property
- Embezzlement
- Bribery/rebate/kick-back
- Misappropriation, misapplication, destruction, removal, or concealment of system property
- Forgery, alteration or falsification of documents
- Conflicts of interests

## **Waste**

intentional or unintentional, thoughtless or careless expenditure, consumption, mismanagement, use or squandering of resources to the detriment of the organization. Waste also includes incurring unnecessary costs as a result of inefficient or ineffective practices, systems or controls.

## **Abuse**

Excessive or improper use of a resource. Intentional destruction, diversion, manipulation, misapplication, or misuse of resources. Extravagant or excessive use as to abuse one's position or authority.

## **General Reporting**

Employees and volunteers are required to report factual information suggestive of fraudulent, wasteful or abusive activities that may involve the program or any of its members. The program will pursue available legal remedies against persons or entities involved in fraudulent, wasteful or abusive acts against the system.

## **Procedures and Responsibilities**

### *Responsibilities of Management, Employees, and Volunteers*

All employees/volunteers/board members are responsible for acting with propriety in the use of any resources of the system and to abide by laws, policies, regulations, and rules of the program. When suspected fraud, waste or abuse is observed by or made known, the individual is responsible for reporting that information.

Additionally, Management at all levels within the program are responsible for establishing the appropriate tone of intolerance for fraud, waste and abuse by establishing a culture founded on integrity and high ethical standards and principles. Management must display the proper attitudes toward complying with laws, policies, regulations, and rules and should also be cognizant of the risks and exposures inherent in their area of responsibility and should establish and maintain proper controls which will provide for the security and accountability of the resources entrusted to them.

### *Investigation of Allegations*

The Executive Director shall have the primary responsibility for investigating, documenting, and reporting of allegations of suspected fraud, waste and abuse within the program. The investigations, documentation, and reports shall be considered confidential to the extent permitted by law.

The Executive Director shall insure that the system uses all available resources to investigate allegations of suspected fraud, waste and abuse. Participation among appropriate parties, including the Executive Director, and law enforcement officials, shall allow for a comprehensive and coordinated investigative process to be conducted.

### *Actions*

CASA will pursue disciplinary and recovery actions against all employees/volunteers found to have participated in fraudulent, wasteful or abusive acts as defined by this policy.



## CHAPTER 3: PROGRAM GOVERNANCE

### 3.1 GOVERNANCE STRUCTURE

#### 3.101 ARTICLES OF INCORPORATION

CASA was incorporated in the State of Texas on January 19, 2005 as CASA of Walker County. The Board will review the articles of incorporation every two years to maintain its currency and legality. The original copy of the articles of incorporation is stored in the offices of CASA.

#### 3.102 BYLAWS

The bylaws were originally adopted in 2004 (See Appendix A – By Laws). The Board of Directors reviews the bylaws annually to determine the need for any revisions. The Board ensures that the bylaws or procedures describe the organizational structure and responsibilities of the Board.

Every member of the Board receives a current copy of the bylaws when they join the board and whenever the bylaws are amended. Legal counsel reviewed the indemnification provision in the bylaws for compliance with state law in 2005. The indemnification provision is funded by a Directors' & Officers' liability insurance policy.

### 3.2 BOARD MEMBERSHIP AND RECRUITMENT

#### 3.201 MEMBERSHIP

CASA has a Board made up of no fewer than nine members, with an Executive Committee comprised of at least a President, Vice President, Secretary and Treasurer.

#### 3.202 DIVERSITY AND INCLUSIVENESS

CASA develops and uses board recruitment strategies, striving to have a diverse and qualified Board with people who bring the skills, qualities, and expertise needed to lead and govern the organization in accomplishing its mission. Additionally, CASA strives to have membership reflective of the diversity of the children and community it serves.

#### 3.203 SKILLS & CAPABILITIES OF BOARD MEMBERS

The organization has individuals on the Board with various capabilities, backgrounds, and knowledge which support the program in fulfilling its mission, including but not limited to:

- 1) Skills and experience to serve at a policy-making level
- 2) Ability to select and evaluate the Executive Director
- 3) Skills and qualifications to engage in strategic planning, financial oversight, diversity, and outreach
- 4) Ability to advocate for sufficient financial resources to carry out the program's purpose
- 5) Knowledge of the court system and the community served
- 6) Ability to reflect community and client interests and to advocate for culturally responsive service delivery

- 7) Other specialized skills needed to carry out the objectives of the program

### 3.204 SCREENING

All board members must be at least 21 years of age. Capabilities, knowledge, and skills will be assessed through a screening procedure for all potential board members. Screening procedures will include a written application, personal interview with a current member of the board, criminal background checks, and reference checks from three (3) unrelated references. Written verification of all screening measures are maintained on file with the CASA office.

### 3.205 CRIMINAL BACKGROUND CHECKS

CASA has established election and screening procedures regarding criminal history for all board members and board applicants. Specific procedures, bars for board membership, rejection policies, and re-check policies can be found in Appendix B – Criminal Background Checks. Consent and release for the required background checks are included as part of the volunteer's application process.

## 3.3 BOARD ORIENTATION & TRAINING

To ensure that the members of the Board of CASA are properly trained and prepared for their service, the organization conducts a Board orientation for all new Board members on an annual basis. An experienced Board Member will share his or her insights and coach the new members in fulfilling their Board duties.

The orientation and education:

- 1) Includes a formal orientation to the CASA program's goals, objectives, structure, methods of operation, and fiduciary responsibilities, including financial oversight.
- 2) Ensures that Board members are familiarized with CASA services, guiding principles, dynamics of child abuse, family violence, and legal statutes
- 3) Provides members with key documents related to governance and Board responsibilities.

### 3.301 BOARD DEVELOPMENT

The Board of CASA strives to enhance the ability of its members to govern the organization by providing training for Board Members. One Board meeting a year will address the educational needs of the members by offering training and support. The organization also offers cultural diversity training for all Board members.

### 3.302 ANNUAL LBOD TRAINING

At least one board member from the CASA program will attend the annual Texas CASA Local Board of Directors (LBOD) training.

## 3.4 ROLES OF THE BOARD OF DIRECTORS

### 3.401 COMPLIANCE

The Board of Directors ensures that CASA complies with the contract between Texas CASA and the Office of the Texas Attorney General. It also ensures the program's compliance with all applicable laws and regulations, adoption of policies, definition of services and guidance of program development assuring the program's accountability to the courts and community.

### 3.402 LEGAL

The Board of Directors provides the program access to legal counsel with relevant legal expertise to clarify the meaning of laws or regulations governing its program operations and to provide legal counsel as needed to assist in performing the duties assigned by the courts.

### 3.403 PERSONNEL

- 1) The Board maintains written personnel policies and procedures, and annually reviews and adopts needed changes.
- 2) The Board of Directors appoints and evaluates the Executive Director (ED) and delegates authority and responsibility for program management, financial management, and policy implementation.
- 3) The Board of Directors holds the Executive Director accountable for the program's performance.
- 4) The Board evaluates the performance of the Executive Director annually and in writing, utilizing performance criteria and objectives. This evaluation provides for the participation of the Executive Director in the evaluation process as well as his/her review, signature, and response to the evaluation before it is entered into his/her personnel record.

### 3.404 EXECUTIVE SUCCESSION PLAN

A change in executive leadership is inevitable for all organizations. It is the policy of CASA to adhere to the following written succession plan in the event of a change in leadership in the organization. For a temporary absence (i.e., illness or leave of absence) refer to Policy 4.210.

If the change in leadership is permanent, the delegation of authority will transfer immediately to the Board President (or the highest ranking Board Officer).

The Executive Committee of the Board of Directors shall:

- 1) Within two business days notify the CEO and Program Operations Executive Director of Texas CASA regarding the change in leadership.
- 2) Within five business days appoint an interim Executive Director with a) an existing Board member who is qualified and willing to serve, b) an existing employee who is qualified and approved by the Executive Committee, or c) an external consultant, preferably with CASA and/or management experience.

- a. The Executive Committee shall determine compensation and benefits for the Interim Executive Director. The Interim Executive Director may be offered (1) A temporary salary increase to the entry-level salary of the executive director position or (2) a bonus of an established amount during the Interim Executive Director Period
  - b. The Board President (or his/her designee) shall be responsible for monitoring the work of the Interim Executive Director, taking care to be sensitive to his/her special support needs in this temporary leadership role. The Board President may assist the Interim Executive Director by designating an acting or former Board Member to serve as a liaison for day to day support.
  - c. Immediately upon transferring responsibilities to the Interim Executive Director, the Board President (or his/her designee) will notify staff members, members of the Board of Directors, and key volunteers of the delegation of authority.
- 3) Within 10 business days appoint an Executive Transition Committee. This committee shall be comprised of at least one member of the Executive Committee and two members of the Board of Directors.
- 4) Provide the resources needed to carry out an effective search for replacement
- 5) Work with the new Executive Director to clarify relationship, co-create a realistic work plan with performance measures, and establish and implement an evaluation process.

The transition committee will:

- 1) Communicate with key stakeholders regarding actions taken by the board in naming an interim successor, appointing a transition committee, and implementing the succession policy. The organization shall maintain a current list of key stakeholders who must be contacted, such as lenders and investors of CASA, National CASA, government contract officers, foundations, government agencies, civic leaders and others.
- 2) Review & revise, if necessary, the existing Executive Director job description, including educational and experience requirements.
- 3) Review the organization's business plan and conduct a brief assessment of organizational strengths, weaknesses, opportunities, and challenges to identify priority issues that may need to be addressed during the transition process, and to identify attributes and characteristics that are important to consider in the selection of the next permanent leader.
- 4) Consider the need for consulting assistance (i.e., transition management or executive search consultant) based on the circumstances of the transition.
- 5) Establish a timeframe and plan for the recruitment and selection process.
- 6) Conduct (with consulting assistance, if needed) the recruitment and application review process in an orderly, fair manner to identify the broadest candidate pool and provide a thorough screening of qualified candidates.

- 7) Authorize one person to make an employment offer and negotiate any terms. The agreement must be documented, and the new employee should receive a copy of the agreement and any employment materials.
- 8) Designate a board member to introduce the new Executive Director to the Board, the organizational staff, and the community.

### 3.405 FINANCIAL

- 1) The Board procures sufficient financial resources, ensures a balanced budget, and manages resources prudently.
- 2) The Board maintains written accounting procedures and evaluates the management's handling of the CASA program's financial affairs.
- 3) The Board reviews financial reports at least quarterly comparing actual versus budgeted expenditures and revenues.
- 4) The Board examines and approves the program's audited financial statements, operating budget, and fiscal policies.

### 3.406 PLANNING AND EVALUATION

- 1) The Board adopts or recommends agency policies and engages in strategic planning.
- 2) The Board serves as the link between the program, the court, and the community, establishing and evaluating the program's goals, developing resources, and approving policies.

### 3.407 ADMINISTRATIVE

The Board maintains a written record of every meeting. This record includes reports of board committees and accurately reports all actions taken by the Board and includes a summary of the Board's deliberations. It is prepared in a timely manner and copies are made available to members of the Board. A master copy of this record is kept with the organization's official documents

## 3.5 COLLABORATION

Communication and collaboration between staff, volunteers, and board members is promoted by:

- 1) Providing opportunities for interactions amongst volunteers, staff, and the governing body
- 2) Providing opportunities to serve on committees as appropriate
- 3) Maintaining brief records of committee meetings

## 3.6 BOARD MINUTES

CASA recognizes the importance of the Board meeting minutes and each Board Member is aware of his/her responsibility for ensuring the accuracy of the minutes. The minutes of record are maintained by the Executive Director. Board minutes are reviewed and approved at each Board meeting.

### 3.7 BOARD ASSESSMENT

The Board of CASA is committed to evaluating and improving its performance as a responsible, accountable, and effective governing body. The Board will periodically evaluate its performance and adopt a work plan to address any weaknesses.

### 3.8 CORRECTIVE ACTION

Corrective action will be initiated when a board member violates a program policy, court rule, or law that poses a risk to a child and/or when the board member's actions interfere with the normal operations of the agency or negatively impact the CASA program. In such cases, the organization will follow the employee corrective action policies outlined in policy 4.114.

## CHAPTER 4: PERSONNEL POLICIES & PRACTICES

CASA of Walker, San Jacinto & Trinity Counties (CASA), for its sole and exclusive use, has adopted this Personnel Policy and may adopt other personnel policies and procedures. These policies neither create nor imply a contract between CASA and any other person or entity. CASA has the right to interpret, amend or withdraw any policy without prior notice.

The responsibilities of paid personnel are equitable, clear, and consistent and are specified in specific job descriptions. Personnel policies outlined in the chapter to follow are provided to all employees and include:

- 1) Personnel practices.
- 2) Working conditions.
- 3) Wage policies and benefits, as applicable.
- 4) Required and supplemental training and development opportunities.

### 4.1 EMPLOYMENT LAWS & PRACTICES

#### 4.101 EMPLOYMENT AT WILL

CASA is an at-will employer. An employee's relationship with CASA is at-will and either the organization or the employee can terminate the relationship at any time for any reason, with or without notice or cause. An employee's at-will status may only be modified by a written document signed by the Executive Director and approved by the Board of Directors.

#### 4.102 DIVERSITY & NON-DISCRIMINATION: EQUAL OPPORTUNITY EMPLOYMENT

CASA is an equal opportunity employer. The organization does not discriminate against any individual, employee, or applicant on the basis of race, national origin, creed, sex, age, religion, disability, sexual orientation or any other category protected by law. It is inclusive and actively recruits, selects, and promotes qualified employees reflective of the children served.

CASA publicizes its equal opportunity policy in its personnel recruitment materials and makes an effort to ensure its facility is free of barriers which restrict the employment of or use by physically challenged employees, volunteers, and other clients. The organization develops and implements a plan to diversify the workforce to promote cultural competency and equal opportunity consistent with the National CASA Association's diversity philosophy, commitment, and guiding principles.

#### 4.103 EMPLOYEE POSITIONS

CASA recruits and hires according to organizational chart established and approved by the Board of Directors (See Introduction for Organizational Chart). CASA shall abide by applicable laws and regulations regarding personnel recruitment and selection practices. Salaries and benefits are established by considering practices of similar organizations in the area.

Full time employees are regularly scheduled to work a minimum of thirty-five (35) hours per week. Generally, part time employees are regularly scheduled to work less than thirty-five (35) hours per week.

The Executive Director may hire other employees as is necessary and authorized by the Board of Directors to carry on the business of the organization. Additional positions may be created as needs arise and funds permit.

#### 4.104 RESPONSIBILITY OF THE EXECUTIVE DIRECTOR

The Executive Director is responsible to the Board of Directors for the operation and management of CASA.

The Executive Director:

- 1) Has the following qualifications:
  - a. Education and/or training in a related field
  - b. Management skills and experience to effectively administer the organization's personnel and financial resources
  - c. Ability to effectively coordinate services with the court and other community agencies
- 2) Plans and coordinates with the Board the development of program policies and attends or is represented by a designee at all meetings of the Board and its committees to the extent authorized by the Board.
- 3) Has overall personnel management authority and ensures that the program's personnel management is carried out in accordance with written agency policy.
- 4) Reviews and revises annually all personnel policies, updates policies as needed, and submits the proposed policies to the Board for review and approval.
- 5) Is responsible for the overall financial management of the program and reports to the Board at least quarterly on the program's financial status.
- 6) Assures that the program has a Board-approved written succession plan.

In the Executive Director's absence, the Board President or designee is responsible for the authority of the program.

#### 4.105 STAFF POSITIONS FILLED BY VOLUNTEERS

Volunteers in staff positions shall agree to follow policies and procedures as they apply to the position.

#### 4.106 RECRUITMENT AND SELECTION OF QUALIFIED EMPLOYEES

CASA will assure the personnel needs of the CASA program are adequately met. All applicants for paid employment with CASA are required to:

- 1) Be a minimum of 21 years of age
- 2) Complete a written application containing information about educational background and training, employment history, and experience working with children.



- 3) Submit the names of three or more references unrelated to the applicant.
- 4) Attend and participate in personal interviews.
- 5) Authorize CASA and other appropriate agencies to secure a state and local criminal records check as well as a national criminal records check (if available), child protective services check and sex offender registry check as appropriate and permissible by state law (see Appendix B – Criminal Background Checks)

The selection process also includes an assessment of the applicant's awareness and sensitivity to the cultural and socio-economic factors of the children and families the CASA program serves.

Following selection of a qualified applicant, all applicants will be notified in writing when the position has been filled.

The CASA program will ensure that all screening measures are complete and documented before the staff person is accepted by the organization. Written verification of all screening measures are maintained on file with the CASA office.

#### 4.107 CRIMINAL BACKGROUND CHECKS

CASA has established election and screening procedures regarding criminal history for all employees and applicants for employment. Specific procedures, bars for employment, rejection policies, and re-check policies can be found in Appendix B – Criminal Background Checks.

#### 4.108 INITIAL TRAINING PERIOD

The first six months of employment are considered a training period. This period gives new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. CASA uses this period to evaluate employee capabilities, job performance, and attendance. Either the employee or CASA may end the employment relationship at-will at any time during or after the training period, with or without cause or advance notice. At the conclusion of the training period, a formal performance appraisal is usually completed to ensure the new employee is progressing satisfactorily and that at-will employment should continue.

#### 4.109 NEW EMPLOYEE ORIENTATION

CASA provides new employee orientation regarding its mission, purpose, policies and services including, but not limited to:

- 1) Information about confidentiality and the employee's responsibility to abide by these guidelines.
- 2) Information about the program's structure, service mandates, relationship to the court and professional ethics including sexual harassment and non-discrimination policies.
- 3) Lines of accountability and authority within the program.
- 4) Information about pertinent laws, regulations, and policies.

- 5) Information about the mission and purpose of CASA programs on local, state and national levels and the guiding principles.
- 6) Demographics of the community and children served.
- 7) Employee's job responsibilities and description.

In addition to this orientation, all hired program service positions – Executive Director, Program Director, Advocate Supervisor, Training (or Training & Outreach) Coordinator - are required to attend and complete volunteer pre-service training within 6 months of hire.

#### 4.110 EMPLOYEE TRAINING AND DEVELOPMENT

CASA offers a number of training opportunities to enhance its employees' professional development. These training opportunities include the 30-hour pre-service training, ongoing in-service training, Texas CASA career development, leadership skills, and management programs specific to an employee's job function. In addition, national and state CASA conferences offer opportunities to attend meaningful training that stimulates professional growth.

The Executive Director plans and implements a training and development program for employees to improve their knowledge, skills, and abilities and provides information about the backgrounds and needs of the children served by the program. All volunteer supervisors are required to complete a minimum of 12 hours of continuing education annually.

The training program:

- 1) Is reviewed annually and revised based on the program's assessment of its training needs.
- 2) Includes the opportunity for employees to pursue continuing education to upgrade knowledge and skills to fulfill the requirements of their respective positions.
- 3) Includes information related to:
  - a. Child development, trauma informed care, and background/needs of children who are abused and neglected and in the court system,
  - b. Nature and effects of child abuse and family violence,
  - c. applicable statutes, law, & legal processes
  - d. cultural competency, disproportionality and disparity
  - e. guiding principles of our work and the importance of family reunification
  - f. ICWA compliance information and resources.
- 4) Provides new program directors initial training as approved by Texas CASA.

#### 4.111 EMPLOYEE SUPERVISION

Supervisors are to be easily accessible and make every effort to provide quick and thorough guidance to CASA employees. No supervisor may be directly responsible for the supervision of more than 6 employees. Supervisors are expected to hold employees accountable for the performance of assigned duties and responsibilities.

The CASA program supervisor (Executive Director) holds regularly scheduled case conferences with employees to review progress on each case and other assigned duties. Supervisors determine the frequency of individual or group supervision, arranged on the basis of employee needs, the complexity and size of the workload and the employee's familiarity with the assignment(s).

#### 4.112 JOB DESCRIPTIONS

All employees will receive a written job description which clearly specifies the qualifications and responsibilities for his/her respective position. Job descriptions will be reviewed with the employee when hired, and employees will have opportunity for clarification and information as needed. A signed copy of such job description will be maintained by CASA as part of the employee's personnel record, and a copy will be provided to the employee.

#### 4.113 EMPLOYEE PERFORMANCE EVALUATION

A key to career success is understanding what one's strengths and weaknesses are in relation to job responsibilities. CASA is committed to helping employees improve their performance. Toward this goal, performance appraisals are used as a tool to clarify, for employees, those areas that need work and to recognize those areas where employees excel. A formal performance appraisal is generally conducted at the end of an employee's training period by his/her supervisor. Thereafter, additional appraisals are scheduled on an annual basis and typically conducted during the 3<sup>rd</sup> quarter of the fiscal year.

A standardized evaluation form is used. The evaluation includes:

- 1) Assessment of job performance in relation to the quality and quantity of work defined in the job description and to the performance objectives established in the most recent evaluation.
- 2) Clearly stated objectives for future performance.
- 3) Recommendations for further training and skill-building, if applicable.
- 4) An opportunity for employee self-evaluation.
- 5) An opportunity for the employee to actively participate in this process.

Employees are given the opportunity to sign the evaluation report, to obtain a copy, and to include written comments before the report is entered into his/her personnel record.

Quantity and quality of work, attitude, initiative, relationships with others, attendance and dependability are a few of the factors usually evaluated during a performance appraisal. Performance appraisals should be viewed as opportunities to make employment with CASA meaningful and productive.

Annual salary and performance reviews will be performed by the Executive Director and/or the employee's direct supervisor, if different.

Annual salary and performance reviews for the Executive Director will be performed by the Executive Committee and presented to the Board of Directors for approval.

#### 4.114 CORRECTIVE ACTION

Corrective action is taken when an employee violates a program policy, court rule, or law that poses a risk to a child and/or when the employee's job performance, actions, or other job related matters interfere with the normal operations of the agency or negatively impacts the CASA program. Corrective action will also be taken when the employee's actions generate a need for problem solving action, including excess absenteeism or tardiness. Corrective actions are applied in fairness and in the interest of correcting disruptive and unproductive behavior.

At the discretion of the supervisor, or if deemed necessary by the Executive Director, an alternative non-biased representative of the agency may be invited to corrective/disciplinary meetings to serve as a witness of the interactions taking place. This individual will also sign all documentation of discussions or warnings for which he/she was present.

All documentation of corrective action will be placed in the employee's personnel file and will be kept per the record retention requirements of personnel documents.

CASA has a system of progressive discipline. However, based on the seriousness or frequency of the offense, a supervisor may enter directly into any level of disciplinary action including:

1. **Warning or Reprimand** – a supervisor may provide verbal counsel to an employee to advise the employee of problems or concerns, to make expectations clear, and to give the employee opportunity for improvement. When giving verbal warning, supervisors will document such warning in the employee's personnel file.
2. **Performance Counseling** - a performance counseling meeting will include written documentation to define the issue that a supervisor is expecting an employee to correct or improve. Performance Counseling documentation should include the following:

- Date of counseling session
- Explanation of purpose for counseling session (with incident dates where applicable)
- Review of applicable job objectives, policy, or procedure
- Employee's response to the issue/incident being addressed
- Outcome of the session to include expectations of the supervisor for change by the employee and any related consequences
- Signatures of both supervisor conducting counseling and the employee being counseled

The supervisor will discuss the concern with the employee and ensure that the expected manner of behavior and/or performance is made clear. The employee may be asked to submit a plan of action showing steps he/she will take for implementing improvements, which will be reviewed with the employee in a follow up meeting.

3. **Performance Counseling with Suspension** - At the supervisor's discretion counseling may include up to a three (3) day/shift suspension without pay for the employee to:
  - Decide if they want to return to work and follow the guidelines set forth,

- Set goals for improvement and/or,
- Develop a specific plan of action for implementing improvement.

The employee will be expected to return to work at a stipulated date and time (or next scheduled work day/shift if not otherwise defined). Upon or prior to an employee's return to work, the plan of action and/or goals will be reviewed with his/her supervisor, and expectations for future conduct will be further clarified. The employee will be terminated if he/she does not return to work as stipulated or if the assignment given is not completed. Follow-up reviews occur until the plan for improvement is completed and there is consistent, positive response to expectations. Each follow up review must be documented. If employee does not show improvement at review, employee will be terminated.

#### **4. Discharge** (see policy 4.115 on Termination)

The objective of Corrective Action is to change employee behavior patterns that negatively affect job performance or the smooth and efficient operation of the work environment. Corrective Action is used to correct problems, prevent recurrence of problems, and prepare employees for satisfactory service in the future.

At all levels of corrective action (excluding discharge), further consequences of performance concerns will be explained, and if applicable, the employee will be warned if future actions could or will result in termination of employment. Any warnings of the employee's job being in jeopardy, will be documented and signed by both the supervisor and employee.

CASA hopes that employee problems can be corrected at an early stage benefiting both the employee and the organization. However, CASA retains the right to determine, in its sole discretion, what corrective action serves the best interests of CASA and to take that action.

#### **4.115 TERMINATION**

Termination of employment is any step which ends the employee-employer relationship between the employee and CASA. As an at-will employer, either CASA or the employee may terminate the employment relationship at any time, for any reason, with or without notice or cause.

CASA may terminate the relationship with any staff or volunteer/board member that has

- 1) abused or neglected their position of trust,
- 2) violated the policies governing ethical conduct,
- 3) acted outside of accordance with the organization's policies, or
- 4) otherwise created a negative image for CASA.

#### *Termination due to Discharge: Unsatisfactory Performance*

Discharge is separation initiated by CASA. The Executive Director is the only employee that has the authority to discharge an employee.

Unsatisfactory performance is defined as failure to meet performance standards, complete tasks in a timely or competent way, or maintain an adequate attendance record. Prior to termination for unsatisfactory performance, the immediate supervisor must make a reasonable effort to resolve the problem with the employee, per the guidelines listed in policy 4.114 on Corrective Action.

Discharged employees:

- Have the right to pursue the organization's grievance procedures, but are considered terminated pending the outcome of this process.
- Will be paid no later than six working days after termination.

#### *Termination Due to Discharge: Misconduct*

Misconduct is defined as grossly inappropriate employee behavior, and termination for misconduct requires no notice.

The following is a list of causes for discharge for misconduct; this list is neither exhaustive nor limiting, and infractions may be cause for immediate discharge:

- Use of drugs, alcohol or excessive medication while on duty and/or on CASA premises
- Lack of integrity in matters directly affecting CASA
- Breach of confidentiality - giving information of a confidential nature to any person or entity not designated to receive that information
- Falsification - knowingly giving incorrect information on time sheets, application forms, or reports
- Abuse of position of trust with CASA children, families, or program stakeholders

#### *Termination due to Discharge: Reduction in Force*

The Executive Director will determine all reductions in force and personnel changes related to agency reorganization. In the event that temporary or permanent workforce reduction or reorganization occurs, the order in which employees will be laid off will be based on equal considerations of time, performance, qualifications, funds, and future needs of the agency. These decisions will be made in consultation with the Board of Directors.

#### *Termination due to Resignation*

Resignation is a separation from CASA initiated by the employee. An employee who wishes to resign is requested to discuss the reasons for resignation with the Executive Director and submit a letter of resignation at least two (2) weeks prior to the employee's intended last day of work. The letter of resignation should include the reason for resignation, the last day the employee will work, the date the notice is being given, and the employee's signature.

#### *Exit Interview*

Exit interviews with the Executive Director are normally scheduled with employees leaving the organization. As part of this interview, the employee leaving CASA may be asked for his/her comments

concerning his/her period of employment. Each employee's input helps us to evaluate our policies, procedures, benefits, work environment and other variables affecting employment experience with us.

#### *General Termination*

Employees leaving CASA are responsible for returning all company property such as manuals, keys and files.

Final paychecks will be issued in accordance with applicable law. Travel reimbursement, accrued vacation compensation, and any other money owed the employee (other than earned wages) will be released upon authority of the Executive Director after all property, including keys, has been returned to CASA.

#### **4.116 PERSONNEL RECORDS**

A written confidential personnel record for each employee is maintained in the CASA office in a locked file cabinet. The documents contained within that file are the property of CASA and must be maintained for government and CASA recordkeeping purposes. All personnel files will be maintained in CASA'S archives in accordance with the record retention guidelines of CASA and applicable legal requirements.

The records contain, as appropriate:

- 1) Employee application.
- 2) Job description.
- 3) Reference documentation.
- 4) Documentation of completion of all records checks.
- 5) Documentation of motor vehicle check
- 6) Verification of education for professional and administrative personnel.
- 7) Training records.
- 8) Performance evaluations.
- 9) Disciplinary actions.
- 10) Termination summaries.
- 11) Letters of commendation.
- 12) Any licensure or certification the employee holds

#### *Access*

All files connected with an employee are considered strictly confidential, and access will be limited only to those who have a job-related need to know and who have been authorized to see the file. The records may not leave the CASA office.

Employees may obtain access to their records by asking his/her immediate supervisor to review the records. The employee may review the records in the presence of his/her supervisor or the Executive Director.

#### *Additions & Corrections*

If the employee requests additions or corrections to the record, he/she will discuss these with the immediate supervisor and the Executive Director. The changes will be made to the record at the discretion of the Executive Director.

If the employee disagrees with one of the documents, he or she may request permission to add a document containing their comments regarding the document in question.

#### *Copying of Documents*

An employee may make copies of the document in the personnel file. Copying of such documents should be arranged with the immediate supervisor.

#### **4.117 RESPONSE TO REFERENCE CHECKS/RECOMMENDATIONS**

It is the policy of CASA not to provide references regarding former employees. CASA will only verify dates of employment, the position held, basic job functions, and rate of pay, unless a written release of information is on file. Requests for verification of employment or references should be directed to the Executive Director and/or Program Director. No other employee may give a personal reference or professional reference, unless approved by the Executive Director. Any questions or concerns regarding this policy should be directed to the Executive Director.

#### **4.118 OPEN DOOR/PROBLEM RESOLUTION**

Misunderstandings or disagreements may arise in any organization. CASA values and wishes to promote an amiable and cooperative work environment. Our Open Door and Problem Resolution policies are reflective of our commitment to providing employees with the best possible work conditions.

##### *Open Door:*

CASA encourages an open and frank atmosphere where concerns, suggestions and questions can be discussed with supervisors and staff members. CASA strives to ensure consistent and honest treatment of all employees. Employees are expected to treat each other with mutual respect. Many problems can easily be resolved simply by discussing them openly.

##### *Problem Resolution:*

When problems continue, or when employees believe that a condition of employment or a decision affecting them is unjust or inequitable; they are encouraged to make use of the following steps:

The employee should first discuss the problem with the immediate supervisor.

If the problem is not resolved satisfactorily after a reasonable period of time by the supervisor, or if a discussion with the supervisor would be inappropriate, the employee is encouraged to present the problem to the Executive Director. If the problem relates directly to the Executive Director, the employee should present the problem in writing to the Board Chair.



Within five business days of receiving the grievance, the supervisor should provide a written response to the grievance.

If not satisfied with the response, the employee may elect to file a written summary with the Executive Director. The Executive Director has five working days from receipt of the grievance to respond in writing to the employee.

If not satisfied with the response, the employee may elect to submit a written summary within ten working days of receipt of the response, to a member of the Executive Committee of the Board. The Executive Committee decision is final.

Complainants will be informed of resolution(s) of any complaint in writing, subject to confidentiality limitations, and a copy of the notification is maintained on file at the CASA Office.

Although not every problem can be resolved to everyone's total satisfaction, it is through the open discussion of problems that employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment that benefits both the employee and CASA. However, CASA reserves the right to determine, in its sole discretion, the appropriate resolution to any problem.

#### 4.119 WHISTLE BLOWER POLICY

All employees are encouraged to report either orally or in writing to their immediate supervisor or alternate line of authority as hereinafter described all evidence of activity by an employee or volunteer that may constitute:

- 1) Instances of corporate fraud;
- 2) Unethical business conduct;
- 3) A violation of state or federal law; or
- 4) Substantial and specific danger to the employees' or public's health and safety.

Any employee who in good faith reports such incidents as described above will be protected from threats of retaliation, discharge, or other types of discrimination including but not limited to compensation or terms and conditions of employment that are directly related to the disclosure of such reports. In addition, no employee may be adversely affected because the employee refused to carry out a directive, which, in fact, constitutes corporate fraud or is a violation of state or federal law.

Any employee who wants to report evidence of alleged improper activity as described should contact his/her immediate supervisor, or the supervisor's manager. In instances where the employee is not satisfied with the supervisor or the manager of such supervisor, the employee may contact the Board of Directors. Employees are encouraged to provide as much specific information as possible including names, dates, places, and events that took place, the employee's perception of why the incident(s) may be a violation, and what action the employee recommends be taken. Anonymous written or telephonic

communications will be accepted. Employees who choose to identify themselves will receive a reply to their report within 20 working days or as soon as practicable thereafter.

#### *Confidentiality*

Complaints of misconduct, harassment or discrimination will be kept confidential to the fullest extent possible consistent with CASA's need to investigate the matter. Employees must keep all information regarding an internal EEO investigation confidential and understand that they are expected to fully cooperate with any such investigation.

#### *Retaliation*

Retaliation against any person who voices a concern, files a complaint with the Executive Director or participates in any subsequent related investigation is prohibited. Employees found to have engaged in retaliatory behavior may be subject to discipline up to and including termination.

#### *Arbitration*

In the event a dispute between CASA and an employee cannot be resolved informally, where permissible, the matter must be submitted to final and binding arbitration. Arbitration is a process whereby a dispute is submitted to an arbitrator for decision.

### 4.120 REFERRAL IN CASE OF CRIMINAL/CIVIL VIOLATION

CASA will promptly refer to National CASA and Texas CASA any credible evidence that a principle staff, agent, contractor, sub-grantee, subcontractor, or other persons has committed a criminal or civil violation or laws pertinent to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving program funds.

## 4.2 PAY & BENEFITS

### 4.201 PAY PERIODS AND PAY DAYS

Pay periods will end on the 15<sup>th</sup> and on the last day of the month. Employees are responsible to submit timesheets documenting hours worked to their direct supervisor by the close of business on the 3<sup>rd</sup> working day following the completion of a pay period.

In order that hourly employee timesheets are able to be submitted and approved prior to payroll disbursement, there will be a one pay period delay for all employee paychecks. Employees shall be paid on the 15<sup>th</sup> of the month for time worked between the 16<sup>th</sup> and the end of the previous month, and shall be paid on the last day of the month for time worked between the 1<sup>st</sup> and 15<sup>th</sup> of the month.

Pay Period	Pay Day
1 <sup>st</sup> -15 <sup>th</sup>	Last Working Day of the Month
16 <sup>th</sup> -end of the month	15 <sup>th</sup> of the following month

Employee timesheets should accurately reflect time in accordance with actual time worked and the grant(s) to which they are assigned.

#### 4.202 OVERTIME

Non-exempt (hourly) employees must be paid overtime for all hours worked over 40 hours per week. An employee's direct supervisor must be informed and approve any hours beyond the scheduled workweek. Overtime will be compensated to the employee at the rate of 1-1/2 per hour of overtime and must have prior approval when possible. Any employee incurring overtime without prior approval may be subject to disciplinary action.

#### 4.203 COMPENSATORY TIME OFF

Exempt employees are not eligible to receive overtime pay. However, in an effort to support **exempt** employees maintaining a healthy work-life balance, compensatory (or comp) time may be requested when exempt employees work in excess of 44 hours in a workweek due to extenuating circumstances (events, deadlines, etc.). In such cases, Comp time must be requested before the conclusion of the following pay period. Any approved comp time will be tracked in a fashion similar to vacation leave and may be used at any time, with supervisory approval.

Employees should make efforts to utilize comp time as it is accrued. An employee may not roll over more than 20 comp time hours from one fiscal year to another unless extenuating circumstances prevented comp time accrued late in the fiscal year to be used by August 31. The Executive Director has sole authority to approve requests for additional comp time to be carried over. Any comp time approved and "banked" for future use will not be eligible for pay out at resignation/termination.

#### 4.204 INSURANCE

CASA will offer medical insurance benefits to all full-time employees who have been employed with CASA for 60 days. CASA will assume no less than 50% of the employee's cost of the primary insurance plan offered; Any percentage paid over 50% will be at the discretion of the Board of Directors. Coverage for employee spouse or dependents will be the responsibility of the employee. All payments related to employee and family/dependent insurance premiums will be paid through employee payroll deductions.

Supplemental insurance (such as Short-Term Disability, Accident, etc.) may also be offered to employees who have been employed with CASA for 60 days. CASA will not assume the cost of these insurance policies and any policies opted into will be self-paid. All supplemental insurance premiums offered through CASA will be paid through employee payroll deductions.

#### 4.205 VACATION LEAVE

##### *Vacation Eligibility & Accrual*

All full time employees are eligible to accrue vacation leave. Leave will be accrued according to the following rates:

Length of Continuous Employment	Hours Accrued Per Month	Hours Accrued Per Pay Period
0-2 Years	8	4
3-4 Years	9	4.5
5-9 Years	10	5
10+ Years	12	6

In an effort to prevent employee burnout and emphasize self-care, employees are encouraged to use their time periodically throughout the year. Employees may not carry over more than 60 hours of accrued vacation time into a new fiscal year, unless approval has been granted by the employee's supervisor as a result of special or extenuating circumstances.

#### *Vacation Requests*

All employees should schedule leave in such a way that minimizes the disruption of the agency's program services and activities. Employees must complete a leave request and secure approval from his/her supervisor at least two weeks in advance of the time for which vacation leave is requested. Supervisors may approve a leave request less than two weeks in advance on a case by case basis. When there is a change in previously approved vacation leave, a revised request must be approved.

#### *Vacation Leave Payout at Termination*

Employees will receive payment for the full balance of accrued but unused vacation leave under the following circumstances:

1. If an employee is involuntarily separated from employment for economic reasons as part of company reorganization or reduction in force
2. If an employee voluntarily resigns from employment with at least two weeks' advance written notice, and has been employed with the agency for at least 12 months

Employees who leave employment under circumstances different than those listed forfeit any unused paid leave upon his/her work separation.

Paid or unpaid leave time may not be counted toward a notice period under this policy, unless coordinated with and approved by the employee's supervisor *after* notice of resignation has been given.

#### **4.206 FAMILY LEAVE/SICK LEAVE**

Sick leave is time off with pay for hospitalization, illness, medical/dental appointments, and/or illness of a child or spouse.

Employees with a contagious illness, including those ineligible for paid leave, are encouraged to stay home, and an employee who reports to work with a possible contagious condition, or a condition which severely hinders his/her ability to perform necessary job functions, may be sent home by his/her supervisor. The employee's immediate supervisor should be contacted as soon as possible when an employee is ill and

unable to report to work. If a benefits eligible employee does not have sufficient sick leave accrued, he/she may use vacation leave for absences due to illness. If no leave time is available and an employee fails to report to work, he/she may be subject to reduction in pay and/or disciplinary action.

#### *Family/Sick Leave Eligibility & Accrual*

All full time employees shall be entitled to earn paid sick leave at an accrual rate of 8 hours per month (4 per pay period). Employees may not maintain a total balance of more than 240 hours of sick leave.

#### *Family/Sick Leave Payout at Termination*

Employees shall **not** be compensated for unused sick leave when employment ends.

### 4.207 HOLIDAY LEAVE

CASA will observe the following holidays.

- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving/Day After Thanksgiving
- Christmas/New Year's Winter Break (see below)

All full-time employees will be paid in full for such holidays. If a holiday falls on a Saturday, the holiday will be observed on the Friday preceding the holiday. If a holiday falls on a Sunday, the holiday will be observed on the Monday following the holiday.

Christmas/New Year's Winter Break: The customary holiday period for Christmas through New Year's will begin at close of business on December 22 and conclude at start of business on January 3. Should court hearings or other imperative business meetings be scheduled within this holiday break, employees are expected to have CASA appropriately represented at such meetings, and/or to communicate with associated parties to reschedule or identify alternate meeting solutions.

Personal Day: In addition to the holidays designated above, full time employees may also utilize an additional 1 day (8 hours) of paid personal leave at any time during the fiscal year. These 8 hours will be applied to the employee's holiday balance at the start of the fiscal year, and will be deducted upon use.

#### 4.208 BEREAVEMENT LEAVE

Full time employees will receive up to three (3) days of paid leave for the death of a member of the employee's immediate family (generally defined as spouse, parent, child, sibling, grandparent, grandchild, or household member – to include step relatives and relatives in law). At the employee's request, the Executive Director may approve use of bereavement leave for the death of other close relatives/friends not listed, if the nature/significance of the relationship to the deceased was similar to that of other immediate family members.

Employees may request unpaid leave for the death of other relatives or close friends, or may use accrued vacation leave for this purpose. If special needs arise, requests can be made to the employee's supervisor for extended bereavement time and will be first charged to any available sick or vacation time.

#### 4.209 PARENTAL LEAVE

##### *Eligibility:*

Employees who are classified as full time (regularly scheduled to work a minimum of thirty-five (35) hours per week), and have been employed by CASA for at least 12 months, are entitled to the following paid time off for parental leave:

- Maternity/Paternity/Adoption Leave: 6 weeks (240 Hours)
- Foster Placement Leave: 2 weeks (80 hours)

Employees who are classified as full time and have been employed by CASA for at least 6 months (but less than 12 months), are entitled to the following paid time off for parental leave:

- Maternity/Paternity/Adoption Leave: 3 weeks (120 Hours)

Parental leave is not charged against the employee's accumulated sick or vacation leave. An employee is only eligible for parental leave once per fiscal year.

##### *Definitions*

Maternity Leave: Applies to expectant or new mothers who require time off for pregnancy, childbirth and childcare.

Paternity Leave: Applies to new fathers **immediately following the** arrival of a new child, or expectant fathers to care for a pregnant spouse .

Adoption Leave: Applies to parents seeking to adopt a child (to attend any interviews or examinations required to obtain approval for the adoption) or immediately following the adoption of a new child into the home.

Foster Placement Leave: Applies to parents who have accepted a new foster placement to prepare for the child's entrance into the home or immediately following the entrance of a new child into the home.

#### *Compensation:*

Parental will be paid at the employee's normal compensation rate. Eligible employees who utilize Parental Leave are considered to be on leave with pay. This has the following effects:

- A. Leave accrual: Employees will continue to accrue vacation leave and sick leave while receiving parental leave.
- B. Holiday Pay: Recipients of parental leave are eligible to receive pay for holidays falling during the leave period.
- C. Health Benefits: During the leave period, CASA will continue to pay its portion of the employee's health care premium based on the health plan in which the employee is enrolled.
- D. Payroll Deductions: Certain payroll deductions, such as health care premiums and/or other voluntary deductions, will continue as normal while an employee is on parental leave.

#### *Additional Parental Leave*

An employee may use any unused vacation and/or sick leave in conjunction with the above parental leave. Use of sick and vacation leave is subject to the guidelines set forth in the associated leave policies (see policies 4.205 VACATION LEAVE and 4.206 FAMILY LEAVE/SICK LEAVE).

Upon exhaustion of the employee's available leave, additional extended leave, without pay, may be utilized with the approval of the Executive Director.

#### *Continuation of Service*

Employees returning from parental leave must provide CASA with one year of service from the date of departure of their leave. If an employee utilizes parental leave granted by this policy and then elects to

- 1) not return after said leave, or
- 2) depart prior to completing 6 months of service,

the employee will be required to repay CASA the full parental leave pay.

If an employee utilizes parental leave granted by this policy and then elects to depart prior to completing one year of service (but after completing at least 6 months of continued service), the employee will be required to repay CASA 50% of the granted parental leave pay.

If an employee is required to repay CASA for any amount of parental leave pay, s/he will have 90 days from the last day of employment to repay the amount owed in full. The employee's intended plan for repayment must be negotiated with CASA, and an agreed upon plan established prior to departure from employment.

Employees who remain away from work for more than the period of time permitted by this policy (or for the period of time alternatively approved by the Executive Director) may face disciplinary action up to and including termination.

#### 4.210 SPECIAL LEAVE

An employee in extenuating circumstances may apply to the Executive Director for special leave without pay. The Executive Director may request the Board of Directors to approve special leave for her/himself.

#### 4.211 OTHER LEAVE

##### *Jury Duty or Other Official Court Duties*

Any employee who is summoned for jury duty or subpoenaed to appear as a witness in court shall notify the appropriate supervisor in the CASA office as early as possible. He/she shall receive pay in full for up to five (5) work days for time served. Part time employees will be compensated in accordance with their standard work schedule during the period of their absence. Employees should submit a copy of their jury summons with the timesheet documenting such leave.

##### *Leave Without Pay*

A leave of absence without pay may be granted by the Executive Director for periods of time not to exceed 60 calendar days. Leave without pay shall not be granted until the employee has used all accrued vacation leave and/or sick leave (for absences related to medical reasons). The Board of Directors must approve requests for leave beyond 60 calendar days, or any leave of absence requested by the Executive Director.

##### *Delegation of Authority*

In the event of temporary absence by any member of the staff, the staff member is responsible to notify all relevant parties of tasks and assignments to be handled in his/her absence. For extended periods of absence (more than 10 working days), the employee will be responsible to have a formal meeting with his/her supervisor to discuss such responsibilities and to delegate authority and responsibility as needed.

#### 4.211 LEAVE SHARING PROGRAM

CASA will provide employees the opportunity to help other employees who need additional paid leave due to certain medical situations or family care needs through the Leave Sharing Program outlined below:

##### *Donor:*

Employees with available sick leave accruals (donors) may donate a portion of their sick leave balance to another employee (recipient), or to a general leave bank, to be used in the event of a medical emergency. A medical emergency is defined as "a major illness or medical condition of the employee or a family member that will require the prolonged absence of the employee from work (based on a 40-hour week), including intermittent absences that are related to the same illness or condition."

An employee donor may initiate a potential transfer by submitting a "Leave Sharing Program - Donor" form to the Executive Director for review.

Employees may not donate more than 40 hours of leave to a single employee within a fiscal year, and may donate up to 72 total hours of leave in a fiscal year.



Employees may not provide or receive remuneration or gifts in exchange for a sick leave donation.

*Recipient:*

An employee who has exhausted his/her own accrued leave may seek to draw from the shared leave bank (or their own designated leave bank) in the event that s/he experiences a medical emergency, needs to tend to a parent, spouse, or child who has experienced a medical emergency, or needs additional time off for bereavement in the event of the death of a parent, spouse, or child.

An intended direct recipient of donated sick leave will be notified of the potential donation by the Executive Director. Upon confirmation of donation, a recipient employee must submit a “Leave Sharing Program – Direct Recipient” Form to effect a sick leave transfer.

In cases in which an employee desires to draw time from the general leave bank, s/he may submit a “Leave Sharing Program – General Recipient” form to the Executive Director for review.

A request/leave transfer of 10 working days or less may be reviewed and approved by the Executive Director. A request to utilize more than 10 working days of leave from the Leave Sharing Program must be reviewed and authorized by the Board of Directors. When making decisions regarding leave approval, the Executive Director and Board of Directors will consider the amount of time the employee has been absent prior to the utilization of the Leave Sharing Program, the length of required absence, FMLA guidelines, and the ongoing operational needs of the CASA organization.

Donated leave will be issued to recipients according to the date on which it was donated (i.e. if employee A donates 8 hours on January 1 and Employee b donated 16 hours on February 1, Employee B’s donation will not be utilized until Employee A’s contribution has been exhausted).

*Compensation:*

When receiving sick leave through the leave sharing program, the leave will be paid at the recipient's normal compensation rate. Eligible employees who receive income through the Leave Share Program are considered to be on leave without pay, although they receive compensation. This has the following effects:

- A. Leave accrual: A leave share recipient will not accrue vacation leave or sick leave while receiving pay through leave donations.
- B. Holiday Pay: Recipients of leave share donations are not eligible to receive pay for holidays falling during the leave period.
- C. Salary increases: Leave share recipients may not receive any salary increases until they return to active work status.
- D. Health Benefits: During Leave share, CASA will continue to pay its portion of the employee’s health care premium based on the health plan in which the employee is enrolled.

- E. Payroll Deductions: Certain payroll deductions, such as health care premiums and/or other voluntary deductions, may continue while an employee is receiving leave share donations. If the income received through leave share donations is insufficient to cover these payroll deductions, the employee must make arrangements with CASA to continue or cancel the deductions.
- F. Family Medical Leave Act: Employees using leave share donations for FMLA-eligible leave conditions will have such leave counted towards their FMLA allotment.

#### *Limit of Use:*

Recipient employees may utilize donated leave from their designated leave bank for any period of time so long as absence from work is still medically necessary. Medical documentation may be requested by the Executive Director to verify the length and nature of leave required.

#### *Excess Leave:*

In cases in which an employee donates leave to a specific person, the employee will be notified if the leave is NOT utilized within 12 weeks. The donor employee may elect to transfer the leave to the general leave bank, to keep that leave available to the originally intended recipient for future/ongoing medical emergencies, or to have that leave returned to their own personal leave balance.

Any leave donated to the general leave bank will remain available for use by any employee for emerging medical emergencies.

#### *Termination:*

Any unused donated leave remaining in any leave bank after an employee leaves CASA (under any circumstance) will expire immediately.

Additionally, any leave remaining in a resigned/terminated employee's designated recipient bank will expire immediately. Such balances may not be returned to the donor or transferred to other leave banks.

## **4.3 STANDARDS OF CONDUCT**

CASA does not employ or retain staff or volunteers/board members that have abused or neglected their position of trust, acted outside of accordance with the organization's policies (specifically policies governing ethical conduct), or have otherwise created a negative image for CASA.

### **4.301 CONFLICT OF INTEREST**

Employees shall abide by all applicable conflict of interest policies outlined in Policies 2.101-2.212. Additionally,

- Employees shall not engage in outside employment incompatible with CASA employment. It is the expectation of CASA that all staff will disclose other paid employment, volunteer, or contract work.

- Employees shall have no interest arising by contract or other relationship with service providers that creates a substantial conflict of interest.
- Employees shall not use their positions for private gain for themselves or others.

CASA does not allow an employee:

- 1) To be a voting member of the Board.
- 2) To be involved in a case in which they are related to any parties or litigant, or be employed in a position and/or agency that might result in a conflict of interest.
- 3) To serve as CPS mediators or have any contractual relationship with DFPS.

#### 4.302 WORKDAY SCHEDULING

CASA business hours are 9:00am to 5:00pm, Monday through Thursday and 9:00am to 4:00pm on Friday. Phones are to be covered during normal operating hours, including lunch, when possible. Staff members will cooperatively arrange their regularly scheduled work hours and lunch breaks to ensure maximum coverage of the office(s) during regular business hours. Individual scheduling of employees may extend beyond business hours to meet the needs of the organization and to establish a 40-hour work week for each employee.

#### 4.303 PERSONAL APPEARANCE & PROFESSIONALISM

As representatives of a statewide organization, employees must be certain to protect an image of professionalism. This image is projected, in part, by clothing choices, grooming, and general behavior. Employees of CASA are expected to use good judgment in grooming and to dress and behave in a professional and business-like manner at all times.

#### **Employees may NOT wear the following:**

- T-shirts (and/or clothing items) with any printed graphic, text, or image
- Attire that reveals underwear or midriff
- Excessively tight clothing
- Revealing clothing (anything low cut or unbuttoned showing considerable chest or cleavage)
- Strapless, spaghetti strap, or tank tops (unless covered with a jacket/sweater)
- Sagging/baggy pants, shorts, sweat pants, or athletic attire
- Dirty, torn, or frayed clothing
- Hats and head coverings (unless for medical or religious purposes)
- Light washed denim

*\*Exceptions to the list above may be granted at the discretion of the Executive Director*

#### *Shoes and Footwear*

Dress shoes, oxfords, loafers, boots, flats, and dress heels are all acceptable for work. Athletic shoes, tennis shoes, and very casual shoes are not acceptable. Nice sandals may be worn, if they have hard or

leather soles. Flip-flops and casual sandals made of soft materials (i.e. plastic, rubber, vinyl, foam, etc.) are not acceptable.

#### *Tattoos and Piercings*

Tattoos and piercings must be appropriate and help to maintain an image of professionalism. As such, employees may not exceed one facial piercing. Also, facial piercings will be limited to stud jewelry only (no hoops, bars, etc.). This does not include ear piercings.

#### *Dress for the Job*

Employees should always remember to dress for the job they are performing that day. A day in the court room will call for more professional attire than going on a CASA child visit or working a CASA event. Employees must remember that, although denim is allowed for everyday office wear, it is never appropriate in the court room.

#### *Safety Considerations*

Shoes and clothing should always reflect the responsibilities and demands of the job being performed. Employees should be aware of any safety concerns that may arise by the way in which they dress, and should make clothing and footwear choices that would minimize and/or prevent the likelihood of workplace accidents.

#### *Failure to Meet Standards*

If clothing fails to meet these standards, as determined by the Executive Director or other supervisory staff, the employee will be asked not to wear the inappropriate item to work again and when deemed appropriate the employee will be sent home to change clothes and receive a verbal warning for the first offense. Time required to go change will not be paid time. Progressive disciplinary action will be applied if dress code violations continue.

### **4.304 OFFICE PROFESSIONALISM**

The CASA staff is to maintain a professional atmosphere at all times. The volume of voices should be appropriate and the overall appearance of the office is to be neat and orderly.

### **4.305 ATTENDANCE AND PUNCTUALITY**

Each employee is an important part of the CASA team. Therefore, it is expected that all employees will arrive each day as scheduled to help meet agency goals and to maintain advocacy responsibilities. We do understand that personal circumstances (such as illness or an unexpected emergency) may make it necessary for an individual to occasionally miss time from work, but attendance and punctuality are considered essential elements of every position at CASA.

#### *Absences*

If an employee must be absent, the employee must personally notify his/her supervisor as early as possible and in no event later than the employee is scheduled to report for work. If the employee is

unable to call personally, he or she should have a relative or friend make the call. Unless otherwise instructed, an absent employee must notify his/her supervisor of his or her absence on a daily basis. An employee's failure to properly notify the specified staff may result in disciplinary action up to and including discharge.

Frequent absences interfering with the performance of an employee's job duties may result in disciplinary action up to and including discharge.

#### *Punctuality*

Employees are expected to be at work on time. However, CASA recognizes that occasionally an employee cannot avoid being late. Incidents of tardiness must be kept to a minimum, and whenever possible, an employee who knows he or she will be late must notify all appropriate personnel in advance. Frequent tardiness may result in disciplinary action up to and including discharge.

#### **4.306 REMOTE WORK (TELECOMMUTING)**

CASA will provide guidelines for employees who choose, or are required, to work from a location other than the CASA office.

#### *Eligibility:*

All remote work must receive prior approval from the employee's direct supervisor. The Executive Director may seek approval for remote work from the President of the Board of Directors, or his/her designee.

An employee who is electing to work from home on a temporary or permanent basis may request approval from his/her supervisor. Approval to work from home may be granted if it is determined that:

- 1) The employee's position and workload are appropriate to be completed in a work-from-home format,
- 2) The employee has access to the necessary equipment (hardware and software) to effectively perform their job duties from home, and
- 3) The employee has proven himself/herself to be trustworthy, disciplined, and self-motivated.
- 4) Working remotely is necessary and desirable in order for CASA to complete its mission.
- 5) The period of time during which the employee will work remotely is specified and agreed to.

If an employee is being required to work from home due to an office closure or other special circumstance, CASA will ensure that the appropriate equipment is available/provided and that the employee's workload is adjusted (if needed) to be appropriately performed in a work-from-home format.

#### *Equipment:*

Any remote-work Equipment (including but not limited to laptops, headsets, and other Bluetooth devices) provided by CASA is considered company property. CASA will retain control over any property issued and reserves the right to monitor company property even when used at a remote location. Employees must

keep equipment safe and avoid any misuse. Equipment supplied by CASA is to be used for business purposes only.

#### *Security:*

Employees must take proper measures to secure assets and any sensitive/confidential information while working remotely. Specifically, employees must:

- Keep their equipment password-protected,
- Store equipment in a safe and clean space when not in use,
- Follow all data encryption, protection standards and settings, and
- Keep confidential information in locked file cabinets and desks.

#### *Compliance with Policies*

While working remotely, employees must adhere to all the conditions/policies outlined in the Employee Handbook. All of CASA'Ss policies addressing conduct, confidentiality, sick leave, etc., continue to apply, regardless of work location.

#### *Work Expectations:*

All remote work employees must follow the agreed-upon work schedule and shall be online and reasonably accessible during those hours. Remote work employees will still be expected to meet deadlines, uphold high-quality standards, and submit any reports typically required from them in the traditional work setting. Additionally, the employee's electronic calendar must be kept up to date, and reflect his/her working hours. While some flexibility is allowed, the employee shall agree to work set hours as much as possible, and work the maximum possible hours during normal business hours.

#### *Working Effectively:*

To ensure that employee performance will not suffer in remote work arrangements, CASA requires all remote employees to:

- Choose a quiet and distraction-free working space,
- Maintain an internet connection that's adequate for their job,
- Dedicate their full attention to their job duties during working hours,
- Adhere to all meal and rest break and attendance schedules agreed upon with their supervisor, and
- Ensure their schedules overlap with those of their team members for as long as is necessary to complete their job duties effectively.

#### *Compensation:*

No changes will be made to an employee's salary so long as s/he maintains his/her full-time work schedule. Employees working remotely remain eligible for promotion and any training and/or skills development programs.

#### 4.307 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities of CASA, only authorized visitors are allowed in the workplace.

Frequent personal visits in the employee's work area from individuals who are not employees by CASA are discouraged. When occasional visits by non-employees become necessary they should be kept brief. Employees are responsible for the conduct and safety of their visitors.

If there is any concern about safety or any threat is perceived, employees should notify his/her supervisor or the Executive Director immediately.

#### 4.308 CHILDREN IN THE WORKPLACE

CASA values a workplace culture that fosters a healthy and appropriate balance between workplace obligations and family demands. In keeping with this value, CASA has established the following policy to provide guidance on when and under what circumstances children can appropriately be present in the workplace.

Employees may bring minor children to work under the following conditions:

1. Employees must receive approval from their supervisor before bringing their children to work. Employees should understand that there may be occasions where – because of an employee's specific duties and responsibilities – approval may not be granted so that the employee can devote their full attention to their assigned tasks. Under such circumstances, alternate childcare will need to be arranged by the employee.
2. Employees are responsible for supervising their children at all times while they are on the premises and are not permitted to leave the building for any reason without taking their children. CASA will not provide childcare assistance.
3. Employees who bring their children to work accept full responsibility for all aspects of the child's behavior, including safety of the child, disruption to co-workers, unauthorized or inappropriate use of office resources, and any damage to property or injury to persons. The accompanying parent must ensure that other users of the workplace are not unreasonably inconvenienced by the child. Where a child is disruptive, the Executive Director will determine whether permission for the child to remain is to be withdrawn.
4. An employee who brings a child to the workplace is responsible to prevent any breach of confidential information.
5. Employees may not bring sick/infectious children to work with them.
6. Employees may not abuse the allowances provided in this policy. Children are not to be brought to the workplace on a regular basis in lieu of ongoing alternative childcare.

#### 4.309 TRAVEL

##### *Transporting Children/Family Members*

The CASA program does not permit staff to transport children and/or their family members. Staff are allowed to drive on behalf of the program and will be reimbursed for eligible mileage.

##### *Automobile Insurance*

All employees using personal cars for CASA business must have on file a copy of his/her current personal automobile insurance coverage. Any accident involving an automobile while on CASA business must be reported immediately (see Policy 8.706 – Vehicle Safety & Accidents).

##### *Reimbursement*

Mileage and per diem reimbursement to employees conducting CASA business shall be made according to Policy 8.314 – Employee Expense Reimbursement. All travel reimbursement requests, including public transportation, must be presented in writing for approval.

#### 4.310 SOLICITATIONS

In order to ensure a proper business environment and to prevent interference with work or inconvenience to others, CASA maintains a "no-solicitation" workplace. No vendors, salespersons, or other non-employees are allowed on premises without proper authorization.

CASA recognizes that employees may have interests in events and organizations outside the workplace. However, employees are required to use professional discretion concerning these activities and the distribution of literature or other items during working time.

#### 4.311 USE OF AGENCY PROPERTY

We require that certain guidelines be followed concerning CASA property and the work environment. Abuse of these guidelines can lead to corrective action up to and including termination of employment.

CASA provides employees with a professional work area and necessary supplies. Desks and other storage devices may be provided for the convenience of employees but remain the sole property of CASA. As such, employees are not allowed to place their own locks on desks, work areas and storage areas. Employees are required to use their work areas, storage areas, and supplies in an orderly and clean manner. A representative of CASA may inspect these areas, as well as any articles found within them at any time without prior notice and without permission or consent from the employee. CASA will not be liable for theft, loss, or damage to personal items kept in the employee's work or storage areas.

All personal items shall be labeled: Property of (staff's name), so that inventory may be accurately reflected.

The assets, equipment, and supplies of CASA should be used in a conscientious, efficient and prudent manner. Agency property is not intended for frivolous use or for personal benefit. When using agency property, employees are expected to exercise care and follow all operating instructions, safety standards



and guidelines. Please notify the Executive Director if any equipment appears to be damaged, defective, or in need of repair.

The offices of CASA are to be maintained in a business-like condition. We expect that all employees keep desks and surrounding areas neat and orderly. Employees may include personal items in the work area, provided they are in good taste. Before leaving at the end of the day, sensitive materials must be removed from sight or locked up; equipment and lights should be turned off. Computers may be left on as long as employee has logged out.

The last person to leave the office is responsible for checking to ensure that all electrical items are turned off and that all doors are locked.

#### *Postage*

Postage (individual stamps) are to be used for CASA business. Employees and volunteers may not use this postage for personal use.

#### **4.312 INTELLECTUAL PROPERTY**

When you accept your employment with CASA you begin a relationship that gives CASA ownership and certain other rights in whatever work product you create as a CASA employee; in particular, the productions of your thinking and other creative efforts. These are generally referred to as "intellectual property".

Under the copyright law, all forms of expression that have been committed to paper, computer memory, audio or videotape, or other tangible medium, and that you prepared in the course of your employment belong to CASA. These rights come to CASA by operation of law and without the necessity of CASA having to take any affirmative steps to preserve them. In addition, you should know that to the extent any of your work product qualifies as an invention for patent protection, you are required to assign these rights to CASA as a condition of your employment. Under the law of trade secrecy, any sensitive information belonging to CASA, either in whole or in part (e.g., computer programs, source or object codes, manuals, documentation, customer lists, client profiles, marketing plans, etc.), cannot be used without CASA's express permission unless such use directly benefits CASA. Moreover, you cannot take such information or material for your distribution outside CASA after you are no longer employed by CASA. Finally, under the law of trademarks and unfair competition, CASA's name, trademarks, service marks (i.e., the heart logo), service names, program names, and other forms of trade identification all belong to CASA and cannot be used without its express permission. In the course of your employment, you must disclose to your supervisor any form of intellectual property you develop so that CASA may take any steps necessary to protect it. You should also understand that in the event your employment with CASA has terminated for any reason, you are required to leave behind all forms of intellectual property, including any copies. Any questions you may have regarding your responsibilities or CASA's rights should be directed to your supervisor or the Executive Director. In addition, if you have any doubt about what is or is not intellectual

property, or what does or does not constitute the proper use of intellectual property, you should first consult with the Executive Director prior to proceeding with any proposed use or program.

### **HHS Work Product**

Any work product done on behalf of Texas Health and Human Services (funded by the CVC Grant or other HHS funding source) is expressly prohibited from disclosure (while employed or at any point following the termination of employment/involvement with CASA). Additionally, HHS work product may not be published without the express prior approval of the Texas HHS Agency.

#### **4.313 TECHNOLOGY/EQUIPMENT USAGE:**

##### *Telephone*

CASA places and receives many phone calls per day; therefore, it is important to reserve the phone lines for providing services. Personal phone calls should be brief and limited in frequency.

##### *Computers*

All electronic and telephonic communication systems, including voice mail and electronic mail (e-mail) and all communication and information transmitted by, received from, or stored in these systems are the property of WST Counties and as such are to be used solely for job related purposes. (Employees' use of these systems for personal purposes is at the employee's own risk).

All voice mail and e-mail communications are CASA of Walker County business records and, therefore, may be transmitted only to individuals who have a business need to receive them.

Additionally, as CASA's records, such communications are subject to disclosure to law enforcement or governmental officials, or to other third parties through subpoena or other processes. Consequently, employees should always be sure that the business information contained in voicemail and e-mail communications is accurate, appropriate and lawful. Voice mail and e-mail communications by employees may not necessarily reflect the view of CASA, its directors or management. Abuse of the voice mail or e-mail system, or use in violation of law or CASA'S policies, will result in disciplinary action up to and including termination of employment.

While CASA does not intend to regularly review employees' voicemail or e-mail communications, employees have no right or expectation of privacy in either the voicemail or e-mail systems, and will permit employees to use it in the performance of an employee's duties for CASA. Voice mail and e-mail communications are to be treated like shared paper files, with the expectation that anything in them is available for review by CASA'S management.

##### *Copy and Fax Machines:*

The copy and fax machines are to be used for CASA business. Personal use is discouraged.

### *Social Media*

Employees are expected to follow the guidelines established by policy 6.2. regarding online communication and use of social media. Policy violations will be subject to disciplinary action, up to and including termination.

### **4.314 SEXUAL HARRASSMENT**

CASA is committed to providing an environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive, including sexual harassment. Actions, words, jokes or comments based on a person's sex, race, ethnicity, race, gender identity, national origin, age, religion, disability, sexual orientation or other legally protected characteristics will not be tolerated.

Sexual harassment in any manner or form is expressly prohibited. All claims of sexual harassment will be promptly and thoroughly investigated. Anyone who violates this policy is subject to disciplinary action commensurate with the severity of the offense up to and including immediate termination.

### *Definitions and Explanations*

Sexual harassment may take numerous forms. It includes verbal or physical conduct, such as sexual advances or requests for sexual favors that are unwelcome.

There are two types of sexual harassment:

- 3) *Quid pro Quo*: Occurs when sexual favors are required or demanded of a(n) employee/volunteer as a condition of assignments or as the basis for assignment decisions affecting that individual.
- 4) *Hostile work environment*: Occurs when verbal or physical conduct of an offensive sexual nature permeates the work environment to the extent that it interferes with the employee's/volunteer's work performance and seriously affects his or her psychological well-being.

In addition to sexual advances or a demand for sexual favors, the following may also constitute sexual harassment:

- 4) Verbal: Sexual innuendoes, suggestive comments, or sexual jokes.
- 5) Non-verbal: Display of sexually suggestive objects or pictures or obscene gestures.
- 6) Physical: Unwanted physical contact of any kind.

If a(n) employee/volunteer feels he/she has been treated in violation of this policy, he/she should immediately report the alleged act to his/her supervisor and the Executive Director. The conduct should be reported directly to the Executive Director if the alleged perpetrator is the volunteer's supervisor. If the alleged perpetrator is the ED, the report should be given to the Board of Directors.

CASA will immediately investigate all complaints of harassment and discrimination in as discreet and confidential a manner as possible. If unlawful discrimination or harassment is determined to have occurred, CASA will take prompt corrective action against the offending individual. The corrective action may consist of verbal or written warnings or other actions, up to or including termination.

CASA will not tolerate retaliation of any kind against volunteers who report incidents of any kind of illegal discrimination or harassment. However, in the event the investigation reveals that the allegation was false or made in bad faith, appropriate corrective action will be taken.

#### 4.315 ALCOHOL/DRUG USE

It is the policy of CASA to have an alcohol and drug free workplace.

CASA prohibits the illicit use, sale, attempted sale, conveyance, distribution, manufacture, cultivation, dispensation, purchase, attempted purchase, and possession of illegal drugs, intoxicants, or controlled substance, at any time and in any amount or in any manner. Illicit drugs include all drugs for which possession is illegal under federal or state law, including prescription drugs for which the individual does not have a valid prescription.

CASA prohibits the use of prescription medications for which the employee or volunteer does not have a valid prescription, and the use of prescription medication in a manner inconsistent with the prescription.

The purchase, consumption, and possession of alcoholic beverages in facilities under the control of CASA are strictly prohibited except in cases where approval has been sought from the Executive Director (i.e., in cases of events and fundraising).

## CHAPTER 5: VOLUNTEER MANAGEMENT

### 5.1 VOLUNTEER APPLICATION, SCREENING & SELECTION

#### 5.101 CASA VOLUNTEER QUALIFICATIONS

A CASA volunteer is

- 1) an individual who is at least 21 years of age and has successfully passed the application and screening process. He/she has been trained by and serves under the supervision of the CASA program and is appointed by the court to advocate for children who come into the court system as a result of abuse or neglect.
- 2) An individual who respects a child's inherent right to be safe, establish permanence, and have the opportunity to thrive.
- 3) An individual who advocates for the child's best interests in the court at every stage of the case once appointed by the court.
- 4) Willing to commit at least one year of time to work a case
- 5) Able to interview a variety of sources (teachers, relatives, etc.)
- 6) Able to effectively communicate orally and in writing
- 7) Mature in dealing with emotional situations
- 8) Willing and able to demonstrate sensitivity to cultural and ethnic differences
- 9) Willing and able to complete an in-depth training program
- 10) Able to pass an extensive background check

#### 5.102 VOLUNTEER INQUIRY RESPONSE & PRE-SCREENING

CASA will make best efforts to maintain timely communications with any community members who may be interested in serving as a volunteer advocate. Any inquiries for information regarding CASA advocacy will be responded to by program staff within 5 business days.

In order to be accepted into volunteer advocate training, all volunteers must:

- 1) complete a volunteer application,
- 2) participate in a personal interview with CASA staff,
- 3) provide information for 3 or more unrelated references – to include names, complete addresses, and telephone number(s),
- 4) submit to a Criminal Background check (see Appendix B – Background Checks).

CASA staff should secure and document in writing records of all requirements stated in this policy prior to acceptance to the program and assignment to a case. Written verification of all screening measures are maintained on file with the CASA office.

#### 5.103 REFERRALS

CASA informs/refers potential volunteers to other CASA programs, National CASA or Texas CASA if the applicant might be eligible for, or prefer to serve in, another CASA program. In addition, if through the

screening process, an individual is deemed unfit or otherwise unable to serve as a CASA, the applicant will be advised of and referred to other more appropriate volunteer opportunities.

#### 5.104 TRANSFERS

Any CASA volunteer transferring into CASA from an alternate CASA program must complete the full application and screening process to be considered eligible to serve. Additionally, he/she should provide training records from the program in which he/she was trained. If these records cannot be produced, the volunteer may be required to complete the full pre-service volunteer training as a new advocate.

However, all volunteers transferring will be required to complete training regarding the local courts, laws, program policies and procedures, investigation, and court report writing, as well as any additional training deemed necessary or appropriate by CASA.

#### 5.105 VOLUNTEER STATUS

Volunteers can be classified in one of five categories, listed below.

##### *Active*

An active volunteer is currently appointed to and working a case.

##### *Inactive*

An inactive volunteer is a volunteer who is currently not assigned to a case, and is not fulfilling any other duties of a CASA volunteer (in-services, contact with supervisor, etc.). A volunteer may be inactive for a period of up to 6 months (see Leave of Absence Below).

##### *Inactive Participant*

An inactive participant is a volunteer who is currently not assigned to a case, but continues to meet all annual continuing education requirements (and submit documentation of such), maintains monthly contact with the CASA Program, and attends all mandatory volunteer trainings/in-services. Volunteers may stay classified as an inactive participant for a period of up to 18 months, less the number of months spent in a period of inactivity (i.e. if the volunteer takes a 3 month leave of absence, he/she may remain an inactive participant for up to 15 months). Generally, inactive participants are available for appointment to new cases, unless alternatively agreed upon with his/her supervisor.

##### *Ineligible*

An ineligible volunteer is a volunteer who is currently not eligible to be assigned to a case due a period of inactivity greater than permitted by the requirements above. An ineligible volunteer will need to complete 15 hours of Pre-Service training as a refresher course, and meet one-on-one with a program supervisor before reinstatement as an active advocate.

##### *Dismissed*

A dismissed volunteer is a volunteer who has been asked to leave the CASA program. Any volunteers dismissed from the program will be considered ineligible for future reinstatement as an advocate.

### *Leave of Absence*

A volunteer may request a leave of absence from all duties associated with CASA at any time. The length of the leave may be up to six (6) months from the beginning date of the leave. After six months, the volunteer will no longer be eligible to return to his/her duties as a CASA volunteer unless he/she resumes status as an Inactive Participant, is assigned to case and returns to Active status, or completes the 15 hours of required training.

## **5.2 VOLUNTEER TRAINING REQUIREMENTS**

### **5.201 PRE-SERVICE VOLUNTEER TRAINING (PSVT)**

In order to increase knowledge, skills, and abilities necessary to fulfill the roles and responsibility of a CASA volunteer, all CASA volunteer advocates must participate in at least 30 hours of initial training (PSVT). PSVT will follow the National CASA Volunteer Training Curriculum or its equivalent.

Training is provided by qualified facilitators (CASA staff members) with occasional collaboration with various professionals from the community such as attorneys, judges, Child Protective Service workers, and others who are participants in child abuse cases. All training provided by guest speakers will be provided under the guidance and supervision of qualified facilitators. All trainees must spend a minimum of 10 hours (of the 30 total hours) in personal contact with and under the supervision of the program staff delivering the training.

PSVT will include training regarding:

- 1) Roles and Responsibilities of the CASA volunteer
- 2) Operation of the court, court process, and child welfare system
- 3) Dynamics of families, including mental health, substance abuse, domestic violence, and poverty
- 4) Relevant state laws, regulations, and policies
- 5) Relevant federal laws, regulations, and policies to include:
  - a. Adoption and Safe Families Act (ASFA)
  - b. Child Abuse Prevention and Treatment Act (CAPTA)
  - c. Indian Child Welfare Act (ICWA) (with compliance information and resources)
  - d. Multi Ethnic Placement Act (MEPA)
- 6) Confidentiality and record keeping practices
- 7) Child development (as well as the background and needs of children served by CASA)
- 8) The nature and effect of child abuse and neglect
- 9) Permanency planning
- 10) Community agencies and resources available to meet the needs of children and families
- 11) Communication and Information gathering
- 12) Effective advocacy
- 13) Cultural Competency
- 14) Special needs of the children served

### 5.202 DOCUMENTATION OF TRAINING

It is the responsibility of the Training Coordinator to verify completion of 30 hours of pre-service training and to appropriately document all pre-service training records in the volunteer's file.

### 5.203 COURT OBSERVATION

Each volunteer is required to visit one of the courts served by CASA while the court is in session (if allowed by the court) to observe abuse/neglect proceedings before appearing in court for an assigned case.

### 5.204 SWEARING IN AS OFFICERS OF THE COURT

Volunteers will be sworn in as officers of the court only after successfully completing (with documentation) the required initial training and all screening requirements.

### 5.205 CONTINUING EDUCATION

Volunteer advocates are required to attend twelve (12) hours of continuing education throughout the calendar year. The number of in-service training hours required for newly trained volunteers will be adjusted (or prorated) dependent on the time of the year that the volunteer was trained.

CASA will provide periodic training opportunities and will notify volunteers of other outside opportunities as they arise. In-Service training opportunities will include (but are not limited to):

- 1) cultural competency, disparity & disproportionality,
- 2) guiding principles
- 3) Background & needs of children served
- 4) Operations of the court and child welfare system(s)
- 5) Nature and effects of child abuse (recognizing abuse)

Volunteers may also acquire continuing education credit from outside sources that they learn of on their own (including college classes) so long as they are approved by CASA staff and are relevant to CASA work (i.e. children's issues, family issues, the legal system, case management, or other relevant topics). Continuing education is documented in the volunteer's file.

### 5.206 ANNUAL TRAINING PROGRAM ASSESSMENT

CASA reviews and revises the training program annually based on an assessment of its training needs.

## 5.3 VOLUNTEER SUPERVISION

CASA provides supervision which is appropriate to the volunteer's needs and complexity of the case assignment, and holds volunteers accountable for the performance of assigned duties and responsibilities.



### 5.301 FREQUENCY OF CONTACT

CASA Volunteer Supervisors are easily accessible and provide timely and thorough guidance to CASA volunteers. CASA Volunteer Supervisor are required to provide personal contact at least once per month, and face to face contact outside of court at least six (6) times per year. It is the responsibility of the supervisor to ensure that case progress is reviewed on a regular basis with the volunteer advocate, and to verify the accurate completion of all written case records.

### 5.302 VOLUNTEER SUPERVISION CAPACITY

For staff assigned to supervision as a full-time function, an individual will not supervise more than 30 active volunteers or a maximum of 45 cases. In the event the staff is required to perform duties other than supervision of volunteers, the number of volunteers the staff can supervise shall be reduced pro rata. Additionally, for part time staff members who are responsible for supervision of volunteers, the numbers of volunteers supervised shall be reduced pro rata according to the number of hours worked per week.

### 5.303 EVALUATION

CASA Staff is responsible for the ongoing evaluation of CASA Volunteers. Volunteer Supervisors will conduct an in-person review of a volunteer's work at case closure, or annually for cases lasting longer than 12 months. This evaluation will consider case highlights, actions taken by the volunteer, volunteer strengths and opportunities for improvement, and will be documented in writing and kept in the advocate's file.

### 5.304 STAFF SERVING IN THE ROLE OF CASA

At times, a volunteer supervisor or other staff person will be expected to perform the duties of a volunteer advocate. In such cases, the staff person shall provide advocacy and documentation consistent with duties outlined in the job description of the CASA advocate (see Volunteer Handbook). In such cases, the activities of the staff person will be monitored by the Program Director (or by the Executive Director in such cases where the Program Director is serving as CASA).

## 5.4 VOLUNTEER RECORDS

CASA maintains a written record for each volunteer that contains, at minimum, as appropriate:

- 1) Application
- 2) Emergency and identifying contact information
- 3) Job description
- 4) Reference documentation
- 5) Documentation of all records checks
- 6) Training records
- 7) Dates of service
- 8) Performance evaluations and any other applicable documentation related to performance
- 9) Documentation of volunteer status

- 10) Copy of volunteer's current driver's license
- 11) Documentation of personal interview

Volunteer personnel records shall be afforded the same confidentiality as staff personnel records.

Volunteers may make arrangements with their supervisor to review their records and may request additions and corrections by speaking with the Executive Director or his/her designee; the Executive Director (or designee) may or may not allow the changes to be made to the volunteer's record. The CASA program retains the record after a volunteer has left the program in accordance with the program's records retention policy. All printed volunteer records are stored in locked cabinets or closets.

## 5.5 VOLUNTEER TERMINATION/PROBATION

The Executive Director of CASA (in consultation with other program staff) reserves the right to place volunteers on probation or to ask them to leave the CASA program altogether when it is believed that the volunteer/potential volunteer will be unable to fulfill his/her role as a Court Appointed Special Advocate and/or abide by all policies and standards. All Volunteers must adhere to the Texas and National CASA Code of Ethics. Appropriate grounds for probation/dismissal are listed in the Volunteer Manual.

## 5.6 CONFIDENTIALITY

All CASA volunteers shall adhere to the guidelines outlined in policy 2.3 and in the Volunteer Manual with respect to maintaining confidentiality and respecting the privacy of others in matters relating to an assigned case. The guidelines govern circumstances in which the CASA requests or receives information.

### 5.601 CASA COMPANIONS

In an effort to promote the well-being of children served by CASA, this policy is in place to allow qualified individuals to serve alongside CASA Advocates as "CASA Companions". A CASA Companion is a trained spouse, significant other, close friend, or relative of a current CASA Advocate. CASA Companions serve in a limited role to support and encourage the work of actively assigned CASA Advocates.

Before having contact with a CASA child, a CASA Companion is required to submit to a personal interview, child abuse background check, and a criminal background check to be executed by CASA, and must participate in the designated "CASA Companion" training course. In addition, the Companion will be required to sign an acknowledgment of familiarity with the CASA Companion Handbook, which outlines the role, guidelines, and expectations of a Companion.

In the course of having contact with a CASA child, a CASA Companion may obtain privileged or confidential information about the child or another person directly related to a case. Just as a sworn-in advocate, a CASA Companion is prohibited from sharing or repeating any information received from any other person. Information that is relevant to the case, however, may be shared with CASA staff. All information received should be held to the highest level of confidentiality at all times.

## 5.7 CONFLICT OF INTEREST

Each volunteer is expected to work for the best interests of the agency's mission at all times. Each volunteer has an obligation to avoid any activity, agreement, business investment or interest, or other situation that could be construed as a conflict with the agency's best interests or as an interference with the volunteer's duty to serve the agency and/or its clients to the best of his/her ability.

Volunteers shall abide by all applicable conflict of interest policies outlined in Policies 2.101-2.112. Additionally,

- 1) No volunteer will receive from an individual or agency any form of commission, rebate, or other remuneration for referring clients for services or any other business transaction.
- 2) A CASA volunteer shall not provide direct services to a child or his/her family that could lead to a conflict of interest or potential liability or cause a child or family to become dependent on the volunteer for services that should be provided by other agencies or organizations. Examples of inappropriate volunteer practices include giving legal advice or therapeutic counseling, making placement arrangements for the child, or giving money or expensive gifts to the child or family.

CASA Volunteers may not:

- 1) Serve as a foster, foster/adopt, or adoptive parent for any child whose conservatorship is through DFPS, unless the volunteer is related to the child or placement occurred prior to June 1999.
- 2) Serve as a DFPS mediator, nor have any contractual relationship with DFPS.
- 3) Be employed in a position and/or agency that might result in a conflict of interest.

## CHAPTER 6: PUBLIC RELATIONS

### 6.1 COMMUNITY EDUCATION & COLLABORATION

CASA:

- 1) Conducts an ongoing program of public information and education to provide an understanding of the program's purpose, function and place in judicial proceedings and the community social service system.
- 2) Disseminates public information to broaden awareness of the needs and problems of the children it serves.
- 3) Makes known its role, functions, and capacities to other agencies, community organizations, governmental bodies and corporations, as appropriate. This effort provides a basis for interagency cooperation and coordination of services.
- 4) Works closely with representatives from the legal and social services communities, other child advocacy programs, community service and civic groups and with businesses to accomplish its purposes and to foster interagency collaboration and coordination of services.
- 5) Works in partnership with Texas CASA and National CASA to provide timely information concerning newsworthy events, stories and occurrences which may raise awareness of the CASA movement.

### 6.2 ONLINE COMMUNICATION & SOCIAL MEDIA

For the purposes of this policy, social media means any facility for online publication and commentary, including without limitation blogs, wiki's, and social networking sites such as Facebook, LinkedIn, Twitter, Flickr, Tumblr, and YouTube. This policy applies to all uses of social media, *including personal use*, by CASA employees, volunteers, and Board members, as their position with CASA is likely well known within the community.

Publication and commentary on social media carries similar obligations to any other kind of publication or commentary. All uses of social media must follow the same ethical standards that CASA employees must otherwise follow. It is never okay to publish confidential information on social media.

Any employee, board member, or volunteer who elects or is asked to represent CASA on social media sites is encouraged to be respectful of the audience, the CASA program, and CASA personnel. Users should avoid content that is contradictory or in conflict with CASA, CASA Values, or CASA Guiding Principles and should always be respectful of CASA staff and volunteers. This includes not only the obvious (avoidance of ethnic slurs, offensive comments, defamatory comments, personal insults, obscenity, etc.), but also the careful consideration of topics that may be considered objectionable or inflammatory.

For all social media participation, users should consider not only topics posted, but also items commented on, discussed, or engaged in alternate ways. Employees and volunteers should avoid engagement in arguments on social media, particularly arguments relating to contradictory issues.

Employees, volunteers, and board members should not use social media profiles to defame or embarrass CASA employees, volunteers, child victims or their families, or to act in any way that would interfere with his/her job or commitment to program volunteers or the children served. If an employee's social media participation creates unnecessary controversy in the workplace, it will be addressed and he/she may face disciplinary action.

### 6.3 MEDIA RELATIONS

No employee, volunteer or Board member of CASA of Walker, San Jacinto & Trinity Counties will speak with the media without first obtaining approval from the Executive Director as to the purpose and content of the interview. The Executive Director of CASA and a designated member of the Board will serve as primary media spokespersons. Any media contact by an employee, volunteer, or Board member to publicly air a grievance is prohibited.

In general, the Executive Director of CASA of Walker, San Jacinto & Trinity Counties, will keep current with types of media coverage in the local area and will act on opportunities to obtain radio, newspaper, and television coverage of CASA of Walker, San Jacinto & Trinity Counties' events.

### 6.4 CRISIS MANAGEMENT

All inquiries from the media, planned or unplanned, including but not limited to the press, television, and radio, regarding CASA are to be directed to the Executive Director. Comments to the media regarding CASA, or any case handled by CASA, are to be made by the Executive Director only, except by express permission of the Executive Director. Should any issue arise that may have a significant impact on the credibility, reputation or funding at a local or state level, the Executive Director will provide notice to Texas/National CASA within 24 hours subject to confidentiality limitations. The Executive Director is also responsible to notify any additional stakeholders as deemed appropriate.

## CHAPTER 7: PLANNING & EVALUATION

### 7.1 DATA COLLECTION

CASA collects information to complete Texas CASA'Ss quarterly statistical report and National CASA'Ss annual survey. CASA maintains data which includes:

- 1) Information on children:
  - a. Demographic information including age, gender and ethnicity for new, active and closed children's cases within a specific time period
  - b. Total number of children served within a specific time period
  - c. Number of new children served within a specific time period
  - d. Number of children whose cases were closed within a specific time period
  - e. Type of case
  - f. Type of abuse or neglect in abuse/neglect cases
  - g. Length of time in out-of-home care since assignment
  - h. Reason for CASA case closure by the program and court
  - i. Placement of child at time of CASA case closure by the program and court
- 2) Information on Volunteers:
  - a. Demographic information including age, gender, ethnicity education, and work status within a specific time period.
  - b. Status of volunteers during a specific time period (i.e. new volunteers trained, numbers of volunteers assigned to cases, available for cases and those at inactive status as well as length of service with program).
  - c. Number of volunteer hours contributed
  - d. Length of time volunteer is assigned to each case
  - e. Reasons for volunteer departure
- 3) Other Information:
  - a. Number of children in the court's jurisdiction needing CASA volunteers vs. number of CASA volunteers assigned to cases
  - b. Case outcomes
  - c. Any other data required by funding sources

The program's use of computerized information system is safeguarded by operational procedures governing use of the system and software; confidentiality policies concerning electronic data and information sharing via electronic media, including email; and review of all decisions regarding computerized files by agency management.

### 7.2 PROGRAM PLANNING

CASA engages in ongoing and systematic planning to determine the scope of need for its services and how its services can most effectively be delivered. During the planning process, CASA seeks input from its

Board, staff, volunteers and local community, as appropriate to the program's structure. The planning process includes:

- 1) Identifying advocacy needs of the child population served
- 2) Documenting long and short term measurable goals for:
  - a. Child outcomes
  - b. Volunteers
  - c. Resource development
- 3) Determining objectives with an action plan related to agency goals
- 4) Assessment and tracking progress
- 5) Carrying out tasks with related time frames and specific person responsible
- 6) Listing resources needed for achieving goals
- 7) Assessing management's capacity to carry out the planning effort
- 8) Allowing for an annual review of the plan

### 7.3 PROGRAM EVALUATION

At least every two years, CASA conducts a review which includes assessment of its goals, objectives and outcomes as well as its alignment with the goals of National CASA and Texas CASA organizations. This review examines:

- 1) The degree to which the program identifies and meets the advocacy needs of the children it serves
- 2) The changing demographics, increased community need, over-utilization and other reasons indicating a need to expand service, establish a priority system or refrain from increasing the caseload size carried by the program
- 3) The effectiveness of the services based upon Quality Assurance monitoring and review by Texas CASA and National CASA
- 4) The progress made in implementation of the inclusiveness and diversity plan

#### CASA Management

- 1) Submits results of its planning and evaluation processes to the Board
- 2) Shares findings with personnel and volunteers
- 3) Disseminates information or findings to funders, the courts and other community agencies, as appropriate

## CHAPTER 8: FINANCIAL, FACILITY, AND RISK MANAGEMENT

### 8.1 BUDGETING

#### 8.101 FISCAL YEAR

The fiscal year for CASA begins September 1<sup>st</sup> and ends August 31<sup>st</sup>.

#### 8.102 BUDGET PROCESS

The Board Treasurer, together with the Finance Committee and Executive Director, is responsible to submit an annual budget to the CASA Board of Directors for review and adoption. The budget document presented will include a year to date comparison of income and expenses with a net gain/loss for the current year, along with a proposed budget of anticipated income and expenses with a net gain/loss for the coming year.

Upon preparation of the annual budget, and regularly throughout the budget year, the Finance Committee will analyze:

- 1) Cost of Operations,
- 2) Current and potential funding sources,
- 3) Allocation of Funds, and
- 4) Effectiveness in achieving budget objectives.

The budget will account for fixed and incremental costs of operating the program, and identify, when possible, potentially changing costs and conditions.

The budget process will begin in the final quarter of the fiscal year, and a draft completed no less than thirty (30) days prior to the start of the new fiscal year. At the final board meeting of a fiscal year, board members will vote to adopt the final budget for the upcoming fiscal year. Once approved and adopted, the CASA Board of Directors reviews and approves all deviations from and revisions to the budget.

### 8.2 FINANCIAL REPORTING AND ACCOUNTABILITY

#### 8.201 ACCOUNTABILITY

The Executive Director is directly accountable to the CASA Board of Directors for all matters related to financial management. The Board of Directors (specifically the Board Treasurer) is responsible for the overall oversight and monitoring of such management.

The Executive Director (or his/her designee) will generate year to date profit and loss and balance sheets on a monthly basis. He/she will review these reports and will present them to the CASA Board of Directors at the monthly board meeting. The Board Treasurer, along with the Executive Director, can have access to these reports through the accounting software system at any time. The Executive Director is responsible to prudently manage all finances and report any threats or concerns to the Treasurer of the Board of Directors in a timely manner.



#### 8.202 ANNUAL REPORT

CASA shall complete an annual report for each fiscal year. This report is to be completed by the end of the calendar year (December 31), reflect 12 months of program services, and include financial, statistical, and service data summary information.

#### 8.203 ANNUAL FINANCIAL AUDIT

The CASA Board of Directors will contract annually with an independent, qualified auditor to conduct a financial audit. This audit will be completed within nine (9) months of the end of the fiscal year and submitted to Texas CASA by the state deadline. The audit will conform to generally accepted auditing standards and will specifically contain a separate schedule for the Texas CASA HHSC and VOCA funds as well as a Statement of Functional Expenses. CASA will make all records, computer programs, and other necessary resources available and accessible to the auditor.

Upon completion of the audit, the Finance Committee with the Board Treasurer will review audit findings, and the Board Treasurer or his/her designee will meet with the independent auditor as necessary. The Treasurer is responsible to present the audit report to the CASA Board of Directors for formal approval. Following approval, the report is made available for public inspection.

In such case that an audit is accompanied by a management letter, the CASA Board of Directors is responsible to promptly review such letter and ensure that the Executive Director and any other parties deemed appropriate act on its recommendations.

#### 8.204 IRS FORM 990

The Executive Director will ensure the annual completion and filing of the required IRS form 990. This document will be filed in a timely manner and will be approved by the Board of Directors when completed for submission.

### 8.3 FINANCIAL ACCOUNTING AND RECORD KEEPING

CASA receives, disperses, and accounts for all funds in accord with generally accepted accounting principles. In an effort to maintain financial controls over expenditures, ensure separation of duties to the extent possible, and to ensure prompt and accurate recording of revenues and expenses, the following procedures are to be followed.

#### 8.301 FINANCIAL SOFTWARE

CASA uses the financial software system QuickBooks, which provides a chart of accounts, general ledger, income statements, bank reconciliation, and payroll, among other reports. Within QuickBooks, transactions are classified in such a way that ensures appropriate segregation of restricted funds. The Executive Director, Board Treasurer, and other parties deemed appropriate by those parties have access to the financial software and any necessary log in information and passwords.

It is the responsibility of the Board of Directors to ensure that the Executive Director and Board Treasurer have the orientation and training necessary to effectively utilize QuickBooks, and to ensure that retraining is received when system changes occur. For all other parties granted access to QuickBooks, training and orientation to the software is the responsibility of the Executive Director.

#### 8.302 CHART OF ACCOUNTS

CASA maintains all financial records within a descriptive chart of accounts which accurately reflects the income and expenditure categories utilized by the program (See Appendix D – Chart of Accounts). The Chart of Accounts is reviewed regularly by the Executive Director, and amended as needs arise. Any changes to the chart of accounts must be approved by the Board of Directors as part of the budget review process.

#### 8.303 MAIL PROCEDURES

The Executive Director (or his/her designee) is responsible to pick up mail from the post office box on a regular basis, but no less than once per week. The Executive Director opens the mail while in the presence of a paid staff person, typically the Development Director or Program Director, and immediately records any funds received into the Fund Ledger. In the absence of the Executive Director, the Program Director and Development Director will check and open mail. Any paid person may stand in in the absence of one of these parties when needed.

#### 8.304 CASH RECEIPTS

All cash receipts received by mail or hand delivery are stamped “for deposit only” and recorded into the log of Funds Received (Fund Ledger). The staff person accompanying the Executive Director when opening mail should initial on the log of Funds Received to verify that all funds were accurately recorded. The Executive Director will make copies of all checks and give copies as well as actual funds to the Board Treasurer. The Treasurer (or his/her designee) is responsible to prepare the deposit, to verify that all checks have been copied, and to reconcile the deposit to the log of Funds Received. Once verified, the he/she is responsible to deposit funds at the bank, and to submit the deposit receipt to the Executive Director when complete. The Executive Director is responsible to ensure that all funds received were properly deposited, and to file the deposit receipt appropriately. All deposits should be made in a timely manner. Any cash disbursements not deposited on the day they are received are kept in a locked cabinet in the Executive Director’s office.

Once deposited, the Executive Director is responsible to report the deposit to the program’s bookkeeper for logging records into the QuickBooks system.

#### 8.305 EVENT FUNDS

Several times a year, CASA may receive large cash donations during the course of fundraising events or at other public gatherings. All donations received must be counted independently by two qualified members of CASA (typically the Development Director and the Executive Director, but qualified

members could be other paid staff, board directors, or highly trusted volunteers). At least one paid staff member must be present for counting/recording of funds. Each individual will record the amount collected on a receipt and sign and date. Once initial counts have been completed, the Executive Director and Board Treasurer will follow the same accounting, deposit, and record keeping practices as described in the Cash Receipts policy above.

If funds are received during business hours, the donations received will be counted, recorded, and deposited prior to the close of business, when possible. If the donations occur outside of business hours, staff will secure the donations and will count, record, and deposit funds on the next working day.

#### 8.306 CASH DISBURSEMENTS

The Executive Director receives all incoming invoices and presents them to the Bookkeeper for payment. The bookkeeper enters cash disbursements in the QuickBooks accounting system on a bi-monthly basis, or more frequently as needed. Payment by check is the preferred disbursement method for incoming invoices, however, alternative payment methods may be used at the discretion of the Executive Director.

CASA uses three-part checks. The top part of the check (the check itself) is sent with the original invoice to the vendor with two authorized signatures. The second part of the check is stapled to a copy of the vendor invoice and filed in the appropriate vendor file. The Executive Director places the third part of each check in a folder in order. These copies and the blank checks are kept in secured location in the Executive Director's office.

#### 8.307 AUTHORIZED SIGNATURES

Dual signatures are required on all disbursement checks over \$1,000, on all checks written for unbudgeted expenses of any value, and on all checks in which the Executive Director is the Payee. For all other checks, the Executive Director may sign as the sole authorizer. In such cases the Executive Director must provide documentation of the expense (Purchase Request & receipt) to a member of the Executive Committee (typically the Treasurer) for review within a reasonable amount of time.

Upon election of officers, the CASA board of directors will authorize all bank account and check signers. Primary designated signers will be the Executive Director and a member of the Executive Committee (typically the Treasurer). The CASA board may designate alternate signers for instances in which the primary signers are unavailable. Alternate signers may be any member of the board but must be officially designated by the CASA board.

Authorized signers are responsible to review supporting documentation for expenditures (i.e. receipt, timesheet, invoice), and all signed checks must include the payee, the amount, and the date. Signing blank checks is prohibited.

### 8.308 TAX PAYMENTS

The Executive Director will ensure that timely payments are made to the Internal Revenue Service and other taxing authorities, as required by law.

### 8.309 MONTHLY BANK RECONCILIATION

The Board Treasurer (or his/her designee) is responsible to reconcile the bank account to the general ledger on a monthly basis. The Executive Director will notify the Board Treasurer (or his/her designee) when the bank statements are received, and will provide such statement, unopened, to the treasurer or designee for reconciliation.

Once reconciled, the reconciler will sign and date the reconciled bank statement, along with the accompanying QuickBooks reconciliation summary. The Executive Director will sign and date the final page of the bank statement as well as the QuickBooks reconciliation summary. These reports will be provided to the Bookkeeper for use in completion of the monthly financial report. Any adjusting journal entries shall be recorded and attached to the summary. All reconciliation documents are placed in a properly labeled folder and kept in a locked filing cabinet. All copies will be made available during the annual audit.

At the time of reconciliation, the Board Treasurer will also review documentation of Funds Received and will ensure that parties responsible for receipt and deposit of funds are carrying duties as required, and that all funds received have been appropriately deposited and accounted for on the bank statement.

The Board Treasurer will have access to online banking accounts as needed for reconciliation purposes.

### 8.310 FINANCIAL MONITORING

The Board Treasurer, together with the Finance Committee, is responsible for the ongoing review and monitoring of CASA financial management systems and practices. The Treasurer may access any report(s) needed, to include profit and loss statements, transaction summaries, and balance sheets, to verify proper use of agency funds.

#### *Account Monitoring: Operations Account*

The Board of Directors shall monitor the balance of the operational account on an ongoing basis, ensuring that funds are maintained in such a way to guarantee that funds are readily available to conduct the business of CASA, without interruption.

Should the account balance fall below \$20,000 at any given time, the Executive Director shall send notice to the Board Treasurer. No further action is required unless the Executive Director and/or the Treasurer deem it necessary.

Should the account balance fall below \$10,000, the Executive Director shall notify the Board Treasurer within 48 hours and the two together shall determine whether funds should be transferred into the account (from the Reserve account) to guarantee operations are continued without interruption. The Treasurer and Executive Director are authorized to transfer up to \$20,000 between accounts for the purpose of balance protection. If such a transfer is made, the board must be notified within 30 days of the date/amount of the transfer, and of the plan to return the transferred funds to the reserve account, if applicable.

Fund transfers of over \$20,000, or for purposes unrelated to balance protection, must be approved by the Board of Directors prior to the execution of the transfer.

#### *Account Monitoring: Annual Account Review*

Twice a year, the Board of Directors will review the balance and activity of all accounts. Typically, this will be done following the completion of a budget/fiscal year, and midway through the budget year. As part of this account review, the board will make determinations on whether funds should be transferred in or out of any account.

#### **8.311 PAYROLL**

All payroll records (including timesheets) originate with CASA staff, and are furnished to the employee's direct supervisor for review, approval, and submission to bookkeeping. Payroll records for the Executive Director will be reviewed and approved by the President of the Board of Directors. The bookkeeper (or Executive Director in communication with the contracted payroll provider) will be responsible to enter all employees' information in the payroll system including name, address, monthly wages, deductions, marital status, tax exemptions and any other information as needed. All payroll disbursements are completed through direct deposit according to the pay schedule defined by Policy 4.201. The Executive Director will print the employee's pay stub and attach it to the employee's corresponding timesheet. The paystub will be signed by the Executive Director, verifying payment for hours worked and classification to the proper funding sources. The timesheet and paystub will then be stored in the employee's respective payroll file. The Board Treasurer may access and review these records at any time.

#### **8.312 UNBUDGETED EXPENDITURES**

No unbudgeted expenditures under \$500 shall be made without approval from the Board Treasurer. Unbudgeted expenditures exceeding \$500 must be approved by the Board of Directors prior to purchase. When necessary, the Executive Committee may approve emergency expenditures.

### 8.313 CREDIT/DEBIT CARDS

#### *Authority to Apply*

While checks are the preferred payment method, CASA will maintain a Credit card for daily use as needed. CASA will generally not maintain debit cards, except when made necessary by an Executive transition or other significant organizational change in which credit accounts are in transition.

The Executive Director of CASA will have the authority to apply for a credit/debit card issued to CASA. If the Executive Director leaves, he/she must either change the name on the credit card or cancel it prior to leaving the agency.

#### *Approved Purchases*

Credit and debit cards may be used for purchases of approved budget items. All purchases made with agency credit/debit cards must be accompanied by a Purchase Request (or other approved documentation) with approval by the Executive Director, except in the case of reasonable and unpredictable travel expenditures (meals, lodging). In such cases, purchase documentation will be submitted by the employee following return, with receipts to support all purchases. For all purchases made, employees are responsible to obtain an itemized receipt, and to submit the receipt to the Executive Director upon return of the card issued. The receipt will be attached to the Purchase Request and stored in the appropriate file. Card users are also responsible to ensure purchases do not include sales tax.

It is the responsibility of the Executive Director to ensure that all approved expenditures are approved budget items, and that spending accounts are not exceeded. He/she is also responsible to ensure that all debit/credit card purchases are properly recorded into the accounting software. Debit & Credit cards may not be used for non-travel expenses not yet approved by the Executive Director (or his/her designee in the case of an extended absence).

#### *Card Limits*

Debit cards have an individual limit of \$1,000 set by CASA and a daily spending limit of \$1,000 enforced by the banking institution. The Executive Director (or his or her designee in cases of extended absence) will be the only individual authorized to extend the card limit. Extensions of this daily limit will be protected by the security measures enforced by the banking institution (i.e. identity verification, security questions, etc.). When necessary, the Executive Director, with approval from the Board Treasurer, may extend this limit for specific daily purchases. The spending limit may not be extended for a period of more than 24 consecutive hours.

Agency credit cards will have a credit limit established by the banking institution. Any single expense exceeding \$1,000 must be approved by the Executive Director and Board Treasurer prior to purchase.

#### *Use By The Executive Director*

The Executive Director is permitted to use agency Debit and Credit cards prior to obtaining written approval so long as:

- 1) The expense is within the limitations of the board approved budget,
- 2) The expense does not exceed \$1,000, and
- 3) The Executive Director provides documentation of the expense (Purchase Request & receipt) to a member of the Executive Committee for signed approval within a reasonable amount of time.

Should any of the above criteria not be met, the Executive Director will be required to obtain consent from the Board Treasurer prior to making purchases.

#### *Card Access*

The Executive Director maintains all cards in a locked storage cabinet. Employees may check out cards through the Executive Director (or his/her designee(s) (current designees with direct card access are the Development Director and Program Director). Distribution of any agency card must be recorded on a check in/out log. The checkout log will note which employee has possession of the card, the card being issued, the date of issue, and signatures/initials of both parties. Upon return of the card, both parties will sign/initial and note the date of return.

Because the Treasurer is responsible for reconciliation of accounts, he/she shall not have access to any Debit/Credit cards associated with such account(s). Should the treasurer assign a temporary or permanent designee to reconciliation of any account, the assigned designee may not access associated cards for purchasing during the period of his/her assignment.

#### *Abuse of Privilege*

Use of CASA credit/debit cards is a privilege which CASA may withdraw in the event of serious or repeated abuse. Any credit/debit card issued to an employee must be used for business purposes only in conjunction with the employee's job duties. Employees shall not use the credit/debit cards for any non-business, non-essential purposes, i.e for any personal purchase or any other transactions that is not authorized or needed to carry out duties.

#### *Use of Funds for Personal Purchases*

Employees must pay for personal purchases (transactions for the benefit of anyone or anything other than the company) with their own funds or personal credit cards. If any employee uses a company credit/debit card for personal purchases in violation of this policy, the cost of such purchase(s) will be considered an advance of future wages payable to CASA and will be recovered in full from the employee's next paycheck; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully repaid. In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with a company credit/debit card in violation of this policy will result in disciplinary actions, up to and including termination of employment, depending upon the severity and repeat nature of the offense.

#### *Gift Cards*

From time to time, CASA receives donations of gift cards for training, gifts for our children, and general operating procedures. All gift cards will be tracked on a gift card tracking form which notes the card type,

the serial number on the gift card, and the beginning balance of the card. Each time the card is used, the amount deducted from the card will be noted on the form, along with the date of use. All gift cards will be maintained by the Executive Director with other agency debit/credit cards. Gift Cards are treated in the same way as agency credit and debit cards. Employees are expected to abide by the procedures for use outlined above.

#### 8.314 EMPLOYEE EXPENSE REIMBURSEMENT

Certain expenses incurred within the scope of performing job duties will be reimbursable. Receipts are required for all reimbursable expenses, excluding mileage. Receipts should be attached to the employee reimbursement form when submitted for payment and all purchases must be pre-approved. The following are reimbursable expenses:

##### *Mileage*

- 1) Mileage reimbursement may be claimed for mileage incurred while:
  - i. performing business on behalf of CASA in a personally owned vehicle, and
  - ii. traveling to a destination located 15 or more miles from the traveler's designated office.All distances claimed for reimbursement must be the shortest distances between points, including the use of farm-to-market roads. A valid driver's license and car insurance must be on file to receive mileage reimbursement. Mileage may not be claimed for reimbursement when traveling via rental vehicle or when traveling as a car pool passenger with someone else. Travel should be coordinated between two or more employees who are traveling to the same location whenever possible. Mileage logs must be kept by the employee showing the date of travel, destination, purpose of travel and number of miles traveled. Mileage logs should be turned in by the 5<sup>th</sup> of each month for the prior month's mileage.
- 2) Rate: Mileage will be reimbursed at the federally approved (IRS) mileage rate corresponding to the date in which the mileage was incurred.
- 3) Mileage to/from Home: Mileage between home and the traveler's designated office may not be claimed for reimbursement. Mileage between home and an alternate scheduled location may be claimed for reimbursement. Only miles over the traveler's normal /work commute will be reimbursed when traveling to a scheduled location during the normal work week. A traveler's commute will be calculated based on the distance from their address on file to their designated office. For travel to a scheduled location, the distance of a regular commute will be subtracted from both trips to and from said location. If the traveler is scheduled to travel outside of their normal work hours (i.e. weekend, and holiday travel) then mileage will be reimbursed from home to scheduled location without commute being subtracted.
- 4) Designated Office: Designated Office is the location of the traveler's permanent work assignment. Designated offices are specified on the traveler's job description and can be referenced in a mileage dispute. Temporary reassignment due to initial training, management development opportunities, or other reasons that provide substantial growth or job security to the employee will not qualify for mileage reimbursement.



- 5) **Scheduled Location:** The traveler's scheduled location is the location in which an employee must travel to complete an essential job duty either by supervisor request, supervisor approval, or job related demand.
- 6) **Responsibility:** It is the responsibility of the person who seeks reimbursement for mileage to ascertain that such a claim is in accordance with guidelines stated herein.

#### *Rental Vehicles*

Use of rental vehicles are encouraged in cases in which it is the most efficient mode of travel. Trips requiring more than 500 miles of travel round-trip should utilize a rental vehicle unless approval has been given to the traveler to use an alternative method of travel. The cost of the rental vehicle and necessary fuel are reimbursable expenses. All rental reservations require prior approval of the Executive Director or his/her designee and receipts must be kept for reimbursement.

If an employee is traveling to a destination that would typically require a rental vehicle but elects NOT to use a rental for personal or other reasons, he/she may request reimbursement for the distance traveled up to 500 miles. Any travel exceeding 500 miles will not be reimbursable by the CASA program.

#### *Airline Fares*

In most cases, airline expenses will be paid directly from the agency. Airline fares will be reimbursed if it is the most efficient mode of travel and the rate is the most economical. Reimbursement requires prior approval of the Executive Director.

#### *Parking Fees*

Parking fees will be reimbursed with appropriate receipts and reimbursement form.

#### *Taxicab Fares/Bus Far*

Taxicab & bus fares will be reimbursed if they are the most economical mode of travel for the distance traveled. Reimbursement requires receipt and reimbursement form.

#### *Out of Town Room and Board Accommodations*

In most cases, room & board expenses will be paid directly from the agency. Reimbursement requires prior approval of the Executive Director. Reimbursement for room accommodations shall not exceed a rate based on:

- double occupancy accommodations in a hotel or motel at the lowest rate available or
- double occupancy accommodations in a hotel at the applicable conference rate.

#### *Per Diem*

Employees will be reimbursed up to a per diem allowance for meals and tips when traveling over 100 miles from their designated office. Travelers shall be reimbursed for actual meal expense (restaurant meals and grocery purchases, combined) not to exceed the allowable HHSC rate (up to \$ 63.00). Tips/Gratuities are eligible for reimbursement (these funds, however, may not be paid by a grant).

If a conference or training offers meals as included in registration fees, the employee is expected to eat the meals provided, unless medical dietary needs dictate otherwise.

For meals not included, current per diem rates are as follows:

\$16	Breakfast
\$19	Lunch
\$28	Dinner

These figures include applicable taxes. Itemized receipts must be maintained for all meal reimbursement requests. Tips should be noted on meal receipts.

#### *Business Meals & Entertainment*

Employees may be reimbursed for business meals within 100 miles of the employee's designated office. All meals must include itemized receipts and the reimbursement form should include the names of the attendees, the business relationship(s) to the employee, and the purpose for the meeting.

#### *Registration Fees*

Fees for conferences, training programs, or conventions are typically prepaid by the agency. In the event that this does not occur, such fees may be reimbursed to the employee and requires prior approval of the Executive Director.

#### *Budgeted Program Expenses*

Normally these expenses will be paid directly by the agency. Reimbursement is acceptable upon supervisor request of purchase or supervisor approval. Reimbursement requires receipt and reimbursement form.

#### *Non-reimbursable Expenses*

Local mileage (destinations less than 15 miles from the employee's designated office) are not eligible for reimbursement.

Other non-reimbursable expenses include alcoholic beverages, baggage handling, personal items, personal telephone calls, non-emergency calls to place of work, toll fees, and additional expenses incurred for meals, lodging, or otherwise for a person other than the employee. The agency does not pay professional licensing or individual professional association fees.

#### *Reimbursement Date*

All reimbursements will be disbursed as needed, but no more than 30 days following an employee's submission of a request for reimbursement.

#### *Volunteer Travel*

The Board of Directors will determine the circumstances under which volunteers are eligible to request reimbursements for travel. Specifics of this policy are outlined in the Volunteer Handbook and will be reviewed/amended as needed.

## 8.315 COST ALLOCATION POLICY: GUIDELINES GOVERNING ALLOWABLE GRANT COSTS

### *Background*

CASA of WST Counties provides a number of services which are funded from several sources. Thus, allocation of joint costs is required, both for management purposes and for reporting/reimbursement purposes. Because all of CASA's public-sourced grants have categorical budgets, costs are allocated by line item, and the approach used may differ from line to line.

### *Grant Allowable Expenditures:*

Expenditures are allowable if CASA of WST Counties can demonstrate that the cost is:

1. Actually incurred in the performance of the grant and CASA is liable for payment.
2. Reasonable and necessary for the performance of the grant as approved.
3. Allocable to the Grant and in compliance with applicable appropriation law, grantor rules, regulations, guidelines, and other applicable laws.
4. Reasonable and necessary to the overall operation of the program.

Grant funds may not be used to purchase gifts, flowers, candies, plaques, or any other items for birthdays or retirement events.

### *Personnel Costs*

All employees, except those whose work is primarily fundraising, are funded by at least one grant. Personnel line items in grant budgets list job titles and FTEs. CASA of WST Counties has a salary allocation spreadsheet that lists each employee along with all of CASA's funding sources. For each employee, the allocation percentage is listed for each funding source, and the salary amount is calculated. The allocation figures are based on the grant budgets and management's best estimates of time required for each program.

Most non-salary personnel costs are allocated proportionally with salaries. Training costs may be allocated according to an employee's individual allocation or may be charged directly to a single grantor, as appropriate.

### *Definition of Indirect Costs*

Pursuant to 45 C.F.R. § 1630.3(e), indirect costs are costs an organization incurs for common or joint objectives that cannot be readily and specifically identified with a particular grant project or other organizational activity. Typical indirect costs include the cost of operating and maintaining facilities, the cost of general program administration (such as the salaries and wages of program staff whose time is not directly attributable to a particular grant or contract), and in appropriate circumstances, equipment and supplies. Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where the accounting treatment for such a cost is consistently applied to all final cost objectives.

In the case of CASA of WST Counties, examples of indirect costs are the overhead expenses for the office, such as utilities, office supplies, printing, postage, telephone, and insurance.

#### *Allocation of Indirect Costs*

Because CASA of WST's principal function is training and supporting volunteers who advocate for children, salaries are the major portion of CASA's budget. It is therefore logical to use Full-time Equivalent (FTE) positions as the guiding tool to allocate indirect costs to the specific project. As a rule of thumb, when allocating an indirect cost, the FTE of staff positions designated to a specific project compared to the total staff count is calculated. This percentage is then used to identify the maximum allocation percentage for each of the grant project's indirect costs.

The allocation percentage for a specific grant/project can be calculated by dividing the number of weekly staff hours designated to a project/grant by the total number of weekly staff hours. Indirect costs to be allocated = FTE percentage X Total Indirect Costs

## **8.4 PROCUREMENT**

### **8.401 GENERAL**

CASA seeks to conserve financial resources by following sound procedures regarding procurement and inventory control. The following procurement policies and procedures shall be followed when CASA purchases equipment, materials, supplies, property, or services from an outside source. All procurement transactions will be conducted in a manner that maximizes opportunities, increases quality, and reduces the cost of purchase. CASA reserves the right to reject any bids or offers if deemed to be in the best interest of the organization.

### **8.402 CONFLICT OF INTEREST**

All directors, employees, or agents who participate in the selection or acceptance of a contract for equipment, materials, supplies, or services must comply with policies 2.101-2.112 regarding Conflict of Interest. No director, employee, or agent will participate in the selection or acceptance of a contract involving a conflict of interest without the approval of the board.

### **8.403 PURCHASE OF ITEMS FOR PERSONAL USE**

No director, employee, or agent who participates in the selection or acceptance of a contract for equipment, materials, supplies, or service shall use such items for personal use.

### **8.404 RECEIPT OF GRATUITIES**

No director, employee, or agent shall solicit or accept gratuities, favors, or anything of value from contractors, potential contractors, or parties with an interest in the transaction.

#### 8.405 DOCUMENTATION OF COST ANALYSIS

CASA shall conduct a cost analysis and document the analysis in the procurement files in conjunction with every purchase over \$500. The procurement file should include justification for the lack of competition if competitive bids or offers are not obtained.

#### 8.406 PURCHASE WITH WINNING BIDDER

If a purchase is competitively bid, CASA will enter into an agreement with the winning bidder that specifies

- 1) The equipment, materials, supplies, property, or services to be purchased,
- 2) The price, and
- 3) The effective beginning and ending dates.

#### 8.407 PRICING

One of the following procurement procedures shall be utilized for all purchases of equipment, materials, supplies, property, or services involving federal funds or amounts over \$500

- 1) Open Market Inquiry (generally utilized for costs anticipated to be greater than \$500, but less than \$2,500)

CASA will inquire in the open market to ensure an advantageous price and quality. The files shall document the inquiries made and offers received.

- 2) Request for Competitive Quotes (generally utilized for costs anticipated to be greater than \$2,500, but less than \$15,000)

CASA will request competitive written quotes from at least three different sources. The file shall document each invitation made and each offer received.

- 3) Formal Proposal Procedure (generally utilized for costs anticipated to be greater than \$15,000)

CASA will solicit competitive response through a formal bid procedure. Bids received will remain unopened until the bid closing date. All requests for proposal shall contain an "equal opportunity employer" clause.

The Executive Director has authority to approve written cost analysis and can authorize purchases for any expense within the scope of the board approved budget. Any necessary purchases greater than the amount(s) approved within the budget will require approval by the Board of Directors.

When applicable, CASA is responsible to take advantage of benefits allowed tax exempt organizations. Such actions shall be reflected in pricing.

CASA shall maintain files on all quotes solicited and offers of bids received and any criteria for selection. In all instances in which the lowest bid is not awarded the contract, justification for the selection must be documented in the file.

#### 8.408 PROPERTY AND EQUIPMENT PURCHASES

When purchasing property (both real estate and equipment), the name listed on the titles shall be CASA of Walker County (or a recognized DBA). All property purchased belongs to the agency and title vests with CASA of Walker County.

#### 8.409 PROPERTY INVENTORY

Safeguarding and verification of assets will be ensured through an annual property inventory. An updated list of all property owned by CASA shall be kept and shall include:

- 1) Type of property,
- 2) Identification numbers,
- 3) Detailed description,
- 4) Original cost,
- 5) Current value after depreciation, and
- 6) Funding source (if purchase was made with federal or state funds)

#### 8.410 CAPITALIZATION OF ASSETS

A capital asset is a piece of property that meets all of the following requirements:

- 1) The asset is tangible and complete.
- 2) The asset is used in the operation of the organization's activities.
- 3) The asset has a useful life longer than the current fiscal year.
- 4) The asset is of significant value.

Capital assets may be acquired through donations or purchase, or may be self-constructed.

- 1) The asset value for donations will be the fair market value at the time received.
- 2) Asset value when purchased will be the initial cost plus the trade in value of any old asset given up; plus all costs related to placing the asset into operation.
- 3) The value of self-constructed assets will include all costs of construction.

Expenditures for equipment or furnishings costing \$1,000 or more per item and having an estimated life of more than one year will be capitalized.

When capital assets are acquired, the date of purchase/acquisition, item cost/value, and item description will be reported to Bookkeeping for accounting purposes. The straight-line method of depreciation shall be used to depreciate capital assets over their estimated useful lives.

## 8.411 USE OF FEDERAL FUNDS FOR PURCHASES

### *Federal Debarment*

Before purchasing goods using federal funds, CASA shall review the federal government's General Services Administration's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" and document that that bidder is neither debarred or suspended from doing business with the federal government nor delinquent in a debt to the federal government as defined in OMB Circular A 1-29.

### *Property of Federal Government*

Equipment purchases with federal funds of \$5,000 or more are generally considered the property of the federal government and must be disposed of through the applicable federal procedure.

## 8.5 RESOURCE DEVELOPMENT

### 8.501 GENERAL FUNDRAISING

CASA will seek local funding support on an ongoing basis from the communities that it serves in order to support its mission. Funding will be sought from individuals, businesses, churches, and organizations directly throughout the year. Additionally, CASA will conduct fundraisers/events each year to support the work in each county served.

### 8.502 RESOURCE DEVELOPMENT PLANNING

Fundraising initiatives are dictated by the agency's strategic plan, and by the guidance and recommendations of the Development Director and Fundraising Committee. It is the responsibility of the Fundraising Committee to evaluate costs and benefits of any resource development activities prior to recommending or approving action.

When events are hosted, the Development Director, CASA Staff, and/or Fundraising Committee may propose event ideas to the Board for approval. The Board of Directors, with counsel from the Executive Director, must agree that the proposed fundraising activity meets the objectives of the agency and is an appropriate use of the time and talents of the agency's personnel. There must always be a final accounting of all monies spent and received in connection with the activity.

### 8.503 SOLICITATION OF DONATIONS

Each employee and board member plays a role in assistance for our agency. People will donate to agencies they believe in and to people they know and believe in. If you show passion for the agency, chances are someone you know will ask if they can help in some way. If asked, employees should feel free to communicate general information about areas of need in the agency. However, it is the policy of CASA to limit the number of people making specific requests or appeals to community members for general organizational needs. In order to ensure that requests aren't being duplicated and that companies or individuals are not being over-solicited, needs and wants of the agency should be communicated to the Executive Director (or his/her designee), who will bear responsibility of coordinating appeals to possible donors.

When donations are solicited, it is critical that representatives of CASA are well informed regarding CASA's program, purpose, and services, and that each individual is able to accurately describe the financial needs for which the solicitation is being made. Any staff or board member who does not feel prepared to make solicitations based on information provided to them should appeal to the Executive Director or the Chair of the Fundraising Committee for assistance or additional information.

#### 8.504 USE OF SOLICITED/SPECIFIED DONATIONS

CASA strives to honor the expressed wishes of all donors. Should funds be solicited for a specific purpose, or funds be donated for a specified purpose or program, CASA will be diligent to allocate those funds, and spend them according to the desired wishes of the donor.

#### 8.505 INVESTMENTS

The purpose of this Investment Policy is to provide a clear statement of CASA'Ss investment objective, to define the responsibilities of the Board of Directors and any other parties involved in managing investments, and to identify or provide permissible investments and diversification requirements.

##### *Investment Objective:*

The overall investment objective of CASA is to maximize the return on invested assets while minimizing risk and expenses. This is done through prudent investing and planning, as well as through the maintenance of a diversified portfolio.

##### *General Provisions:*

- All transactions shall be for the sole benefit of the CASA.
- The Board of Directors shall conduct an annual review of the CASA'Ss investment assets to verify the existence and marketability of the underlying assets or satisfy themselves that such a review has been conducted in connection with the annual independent audit of financial statements.
- Any new or amended investment must be formally reviewed and approved by the Directors.
- The Directors will endeavor to operate CASA'Ss investment program in compliance with all applicable state, federal and local laws and regulations concerning management of investment assets
- Investments shall be diversified with a view to minimizing risk.

##### *Delegation of Responsibility:*

The Board of Directors has ultimate responsibility for the investment and management of CASA's investment assets. The Board may hire outside experts as investment consultants or Investment Manager(s). The Board may also establish an advisory committee to provide investment advice to the Board. Such advisory committee will have no authority to act for the Board, but may monitor compliance with the investment policy, recommend changes, and assist the Board in selecting and retaining Investment Manager(s) to execute CASA'Ss investment plan.



#### *Responsibilities of the Board:*

The Board is charged with the responsibility of managing the investment assets of the Organization. The specific responsibilities of the Board include:

1. Communicating financial needs to the Investment Manager(s) on a timely basis.
2. Determining risk tolerance and investment horizon and communicating these to the appropriate parties.
3. Establishing reasonable and consistent investment objectives, policy guidelines and allocations which will direct the investment of the assets, to be reviewed by the Board on an annual basis.
4. Prudently and diligently selecting one or more qualified investment professionals, including Investment Manager(s), investment consultant(s), and custodian(s).
5. Regularly evaluating the performance of investment manager(s) to assure adherence to policy guidelines and to monitor investment objective progress.
6. Developing and enacting proper control procedures; e.g., replacing investment manager(s) due to a fundamental change in the investment management process, or for failure to comply with established guidelines.

#### *General Investment Guidelines:*

- A copy of this Investment Policy shall be provided to all Investment Manager(s).
- CASA is a tax-exempt organization as described in section 501(c)(3) of the Internal Revenue Code. This tax-exempt status should be taken into consideration when making investments.
- CASA is expected to operate in perpetuity; therefore, a 10 year investment horizon shall be employed. Interim fluctuations should be viewed with appropriate perspective.
- CASA will maintain a reasonable diversification of investment assets between asset classes and investment categories at all times.
- A cash account shall be maintained with a zero to very low risk tolerance to keep cash available for grant distributions, tax obligations and other anticipated expenses.
- Transactions shall be executed at reasonable cost, taking into consideration prevailing market conditions and services and research provided by the executing broker.
- Permitted investments include:
  - Cash and cash equivalents,
  - marketable securities including equities and fixed income securities.
- The following transactions are prohibited: Purchase of non-negotiable securities, derivatives, high risk or junk bonds, private placements, precious metals, commodities, short sales, any margin transactions, straddles, warrants, options, life insurance contracts, leverage or letter stock.

#### *Performance:*

Basic performance criterion for CASA investments shall be:

- 1) Maintenance of safe Investments (low risk and high liquidity),
- 2) Returns in excess of the current market, and
- 3) Demonstrated efforts by the Money Manager(s) to maintain excellent client services.

Investment performance shall be monitored quarterly and evaluated annually to allow for market fluctuations and volatility.

## 8.6 FACILITY GUIDELINES

All facilities will be kept safe, comfortable, in good repair, and in compliance with applicable local health, fire, electrical, and building codes. Buildings will also be in compliance with the American Disabilities Act (ADA), allowing equal access to clients with disabilities. For rented facilities, the aforementioned requirements will be met through the contractual agreement/lease with the lessor.

### 8.601 FACILITY MAINTENANCE

Employees should report any maintenance concerns to the Executive Director. Such concerns include potential problems with AC/Heat, electrical issues, safety hazards, issues with telephone/internet systems, entrance/exit doors that will not open or close properly, and any other circumstances that may warrant immediate attention. The Executive Director will ensure that the problem is assessed for needed attention and repairs are made as necessary.

### 8.602 FACILITY USE & CARE

Employees should be mindful of cleanliness in all areas. All employees have personal responsibility to clean up any messes that they are responsible for creating. The following are the use and care policies as they apply to specific areas:

**Building Access:** Any individual with a key to building is permitted to access the building as needed. All other individuals may access the office during business hours when staff is present. If an employee should lose a building key, his/her supervisor should be immediately notified.

**Office(s):** Employees are responsible for keeping their office neat and orderly. Radios/Personal music devices can be used and should be kept at a volume that will not disturb others. Candle warmers and air fresheners are permitted, so long as they do not create a disturbance to the working environment and are in compliance with policy 8.703 on fire hazardous items.

## 8.7 SAFETY AND SECURITY

### 8.701 JOB SAFETY GUIDELINES

Employees should only work jobs in which they have been assigned and trained to perform and should be aware of the safety implications of each assignment. If there is anything unclear about an individual's job or safety measures, he or she should ask their supervisor.

The following practices are recommended to help avoid workplace injury. Employees should make every effort to learn and practice them. Receipt of and agreement with this manual includes agreement to abide by the following safety guidelines.

**Unsafe Work Practices:** Employees should report unsafe work practices or conditions immediately to the appropriate supervisor. Also, equipment or tools which are in unsafe condition should be reported, and should not be used.

**Lifting & Carrying:** Employees should not attempt to manually lift heavy objects without assistance. Employees should ask for help with heavy loads or use mechanical aids (dollies, etc.) when available.

**Electrical:** No employee is permitted to make repairs on any electrical device or equipment unless authorized to do so. All covers, doors, and shields on electrical switch boxes and fuse stations should remain closed at all times.

**Ladders:** For any overhead work, employees should use the proper type of ladder. Use of makeshift devices such as standing on tables, desks, chairs, or shelves is not permitted. Ladders should be inspected for defects (missing cleats, cracked or bent rungs, etc.) before use. Any step ladder more than 10 ft high should be held by another worker while in use, and the top two (2) steps should not be used.

**Stairs:** Employees should be attentive when using stairs, taking the necessary measures to prevent falling (using handrails, proper footwear, slow pace, etc.)

**Dress Code:** Shoes and clothing should always reflect the responsibilities and demands of the job being performed. Employees should be aware of any safety concerns that may arise by the way in which they dress, and should make clothing and footwear choices that would minimize and/or prevent the likelihood of workplace accidents.

## 8.702 INJURIES, ACCIDENTS, & EMERGENCIES

Work related injuries or accidents must be immediately reported to an employee's immediate supervisor regardless of the magnitude or perceived significance of the incident. The supervisor will complete an accident/injury report (see Appendix E – Accident/Injury Report) and conduct an investigation of any job-related injury or illness. Recommendations for avoiding a recurrence of the accident shall be included in the report. Accident/Injury reports must be signed by the injured employee as well as the supervisor completing the report, and will be forwarded to the Board of Directors for review.

If an employee is involved in an accident that results in personal injury, he/she should seek first aid or medical attention immediately. Latex Gloves may be used when treating an injured employee as a safeguard against blood borne pathogens (AIDS, Hepatitis). Employees reporting an on-the-job injury requiring medical attention must seek medical attention within twelve hours and must submit to their supervisor a physician's release that defines the employee's ability to return to work, including any and all restrictions for the return to work. Any medical attention sought should be noted on the accident/injury report. If an employee chooses not to seek medical attention, this should also be noted on the Accident/Injury report. Employees are encouraged to also report injuries or accidents that nearly occurred to their supervisor, in order to ensure that measures are put in place to help avoid injuries in the future.

In the event of a workplace emergency whether it be personal, case, or facility related, the employee will notify their supervisor immediately and proper action will be taken.

Failure to immediately report the accident/injury/emergency or not submitting a physician's release regarding ability to work, may place the employee's job in jeopardy and may result in termination of employment.

### 8.703 FIRE SAFETY

All employees should know the locations of fire extinguishers and how to use them in case of emergency. Fire extinguishers and fire exits should not be blocked under any circumstances, and fire extinguishers should never be removed from their mounts except for testing, inspection, or emergency use. All fires should be immediately reported.

In case of fire, posted evacuation plans should be followed. Under no circumstances is it acceptable for any person to remain in a building when a safety evacuation direction has been given. It is important that employees assist volunteers and/or physically challenged individuals with their evacuation when necessary. In event of an emergency evacuation, the parking lot of First Financial Bank (located at 2506 Pine Shadows Drive) shall be the designated meeting place for all staff/visitors, at which everyone should be accounted for.

#### *Fire Hazardous Items*

Candles or any other items that are lighted by fire/flame are prohibited from use inside the building. Personal heaters are permitted for use, so long as they are used in a manner that would not present excessive risk (i.e. left running overnight, running at excessive temperatures, etc.).

Oily rags, old paint cans, and other containers that have flammable liquid are a considered to be fire hazardous items. These items should be disposed of as soon as possible after use in accordance with standard rules for disposing hazardous/flammable materials.

#### *Smoking*

CASA offers a smoke-free work environment to all employees & volunteers. No smoking is allowed inside any of the agency facilities. Smoking is permitted outside, so long as the smoker is at least 20 feet from building entrances or open windows. Smokers are responsible for keeping the area clean and free of smoking debris.

### 8.704 SAFETY/SECURITY THREATS

#### *Threatening Customers/Patrons*

If an unknown individual enters the office distraught or angry, he/she should be approached calmly and asked how they may be assisted. Often listening carefully to the person who is upset may diffuse the situation. If the person has a weapon or is seemingly under the influence of alcohol or drugs, then law enforcement should be contacted and the individual should not be engaged in further conversation. However, since each situation is different, the employee/volunteer should use his/her judgment and err

on the side of caution if the situation seems out of control or dangerous. When possible, the Executive Director should be called to assist with the situation, and when law enforcement is called, the Executive Director should always be notified as soon as possible.

#### *Physical & Verbal Altercations*

Any physical assaults between two or more persons would lead to law enforcement involvement. Violence will not be permitted at any time or between any individuals on CASA properties.

#### *Bomb Threats*

All threats to the agency, employees, clients, or volunteers will be taken seriously and if appropriate, reported to law enforcement. Threats should be documented and the information given to the Executive Director as soon as possible. If necessary, extra security measures will be taken such as police escorts to and from vehicles/facilities, additional patrols, etc.

If a threatening package or mailing is received, all material from the threat is to be saved, and touched as little as possible. Law enforcement is to be contacted to determine if evacuation is necessary. Safety concerns for clients, employees, and volunteers should be evaluated. If a bomb threat is called in, employees/volunteers should remain calm and stay on the line as long as possible.

### **8.705 FIREARMS AND WEAPONS**

The possession of firearms, dangerous weapons or explosives on the property of CASA or while engaged in the duties or functions as employee, volunteer or board member of CASA is prohibited. This prohibition includes those weapons carried under license issued by the State of Texas.

Violations of this policy may result in dismissal from employment or removal from volunteer or board service. Law enforcement agents are exempt from this policy.

### **8.706 VEHICLE SAFETY & ACCIDENTS**

1. Employees and volunteers specifically authorized, and who possess a valid license and current automobile insurance, shall operate their personal vehicle for agency business. The employee is responsible for providing CASA with updated copies of insurance when it is renewed.
2. Driving a vehicle under the influence of alcohol or illegal drugs is strictly prohibited and will be grounds for immediate dismissal. The employee's/volunteer's use of prescription or over-the-counter medications is prohibited when such use may impair the employee's ability to safely perform his/her job or may adversely affect his/her safety, or the safety of others.
3. Any employee/volunteer driving on agency business will wear seat belts and must observe all safety, traffic, and criminal laws of the state. Any illegal, dangerous or other conduct while driving that would tend to place lives or property of others at risk is prohibited.
4. It is dangerous to use a cellular phone without hands free access while driving a vehicle. Texting and driving while a vehicle is in motion is strictly prohibited when conducting agency business. The risk and liability does not outweigh the convenience.

5. Should an accident occur while conducting agency business, the employee/volunteer should contact his/her supervisor immediately. When reporting back to work the employee/volunteer will complete an accident/incident report which can be obtained from the Executive Director. This should happen within 1 business day of the accident.
6. An employee/volunteer who becomes uninsurable as a driver will be subject to reassignment and/or disciplinary action up to and possibly including termination of employment.

#### *Financial Responsibility*

1. In the event that a 3rd party in an employee/volunteer related accident brings a lawsuit against the agency, the agency assumes responsibility on behalf of CASA.
2. If an employee/volunteer is involved in an accident that causes damage to an automobile or that results in a personal lawsuit, their personal insurance will be the insurance responsible for coverage.
3. Employees are responsible for the direct costs of general repairs, maintenance, and fuel for their vehicle(s). When appropriate, employees may request reimbursements for agency related vehicle use according to policy 8.314 on Employee Expense Reimbursement.

### **8.707 DISASTER/CRISIS RESPONSE**

It is CASA's first priority to protect the health and safety of our volunteers, staff, and the children we serve. In the event of natural disaster, inclement weather, disease pandemic or other similar event, CASA will follow protocols as established by the appropriate authorities in Walker, San Jacinto, & Trinity Counties, up to and including suspending face-to-face child contact and/or closing the office for a remote work period.

The Executive Director will take proactive action to maintain the health and safety of the organization, our employees, and volunteers in case of an emergency situation. S/he may consult as needed, but is ultimately responsible to make timely decisions regarding CASA's emergency response plan. As these decisions are made, the Executive Director will notify the staff and Board President regarding such decisions, specifically outlining any decisions that reflect changes to normal operating protocols.

If the emergency response plan includes an office closure, employees will be informed if remote work is expected and to what degree. In some cases where remote work cannot be reasonably expected for the staff at large, administrative leave will be granted to employees for their scheduled work hours during the closure. Employees who are already on approved sick, vacation, or other leave when a closure occurs will not be given paid administrative leave for their scheduled work hours during the period of closure, unless a specific exception is granted by the Executive Director.

If an employee of CASA is personally affected by such an event and unable to work, the employee may utilize their sick, vacation, or personal leave as available. Employees are entitled to any benefits provided

by state or federal government for leave resulting from disaster, and as operation allows CASA shall assist employees in seeking such benefits.

In the event the CASA Program is unable to continue providing services to children, Texas CASA will be notified of the suspension of service and any other applicable details within 24 hours of the decision.

## 8.8 DATA SECURITY & PRIVACY

### 8.801 PURPOSE

CASA of WST provides computer systems and various other equipment and information systems to employees at the agency's expense in order for employees to access information for the benefit of CASA and its clients. This includes, but is not limited to personal computers, email, internet, telephones, cell phones, fax machines, voicemail, and other electronic devices. Every employee is expected to use these tools in productive, appropriate and responsible manner to maintain and enhance CASA's image and in accordance with CASA policies.

Our Data Security Policy refers to our commitment to treat information of children, families, volunteers, donors, board members, employees, and other stakeholders and interested parties with the utmost care and confidentiality. With this policy, we ensure that we access, create, maintain, receive, use, disclose, transmit or destroy confidential information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

### 8.802 SCOPE

This Data Security Policy applies to all child, case, volunteer, donor, board member and employee data. Therefore, it applies to every server, database, and I.T. system that handles such data, including any device that is regularly used for email, web access, or other work-related tasks. Employees of CASA must follow this policy. Contractors, consultants, partners, and other external entities are also covered. Generally, this policy refers to anyone we collaborate with or who acts on our behalf and may need occasional access to data.

### 8.803 AUTHORIZED USERS

For the purposes of CASA of WST's Data Security and Privacy Policies, "Authorized Users" are defined as persons who have been authorized by CASA staff or the Board President to create, receive, maintain, have access to, process, view, handle, examine, interpret or analyze Confidential Information. Typically, staff, advocates, board members, and companions are considered to be authorized users. All authorized users have a demonstrable need to create, receive, maintain, use, or have access to such Confidential Information and are bound by the limitations of disclosure outlined in CASA Confidentiality Policy and Data Security and Privacy Policies.

#### 8.804 AUTHORIZED PURPOSE

All users must access and use confidential information strictly for the purposes of providing child advocacy services to the children in the custody of DFPS from Walker, San Jacinto, & Trinity Counties or for the specific purpose or purposes described in the Texas HHS Contract for CASA to fulfill its obligations under the Texas HHS Contract (or any other purpose expressly authorized by HHS in writing in advance).

#### 8.805 GENERAL USER ACCESS

CASA will provide all employees, volunteers, and contracted third parties with access to the information they need to carry out their responsibilities as effectively and efficiently as possible. Each user shall be identified by a unique user ID so that individuals can be held accountable for their actions. The use of shared identities is permitted only where they are suitable, such as training accounts or service accounts.

Each user shall read this Data Security Policy and sign a statement that they understand and agree to abide by its provisions. Records of user access may be used to provide evidence for security incident investigations.

Access shall be granted based on the principle of least privilege, which means that each program and user will be granted the fewest privileges necessary to complete their tasks.

#### 8.806 SECURITY & PRIVACY STANDARDS

All data use practices (to include data creation, receipt, maintenance, disclosure, access, and transmission) must meet or exceed the requirements of the Texas Medical Records Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA) and the Data Use Agreement of the Texas Health and Human Services System for CVC grants/contracts. CASA of WST will cooperate with any regulatory inspections, audits, or investigations related to data use that are conducted by the Texas HHS Agency or federal regulatory agencies.

#### 8.807 SECURITY & PRIVACY AWARENESS TRAINING

CASA requires all employees and volunteers to complete initial data security and privacy training within 30 days of their start date and before being granted access to confidential information. Employees and volunteers alike are required to sign a training completion form and acknowledgement of their understanding and acceptance of all data security and privacy requirements. These forms will be kept in their respective employee or volunteer file.

Additionally, CASA will conduct and require annual data scrutiny and privacy training for all employees and volunteers with access to confidential information. The data security and privacy training completion/acknowledgment form will be renewed annually and kept in the volunteer's/employee's personnel file.

The Security and Privacy Officer (the Executive Director or his/her designee) will monitor training completion and will take corrective action for any training delinquencies that are identified.



## 8.808 INFORMATION ACCESS MANAGEMENT

In order to be eligible to access confidential information, employees and volunteers must:

1. Have documented proof of up-to-date privacy and security training on file and
2. Have a reasonable and demonstratable need to use, disclose, create, receive, maintain, access, or transmit the information to carry out his/her obligations related to Authorized Purpose described in this policy.

CASA of WST uses procedures to identify, authorize, and supervise employees and volunteers who work with confidential information, including granting and removing access and ensuring access termination for individuals separated from the program. A current list of all individuals with access to confidential information is maintained in Optima and/or in the Board/Staff Directory by the Security Privacy Officer (Executive Director) and his/her designee(s).

Access to company resources will be given through the provision of a unique user account and password. Staff and volunteers will be assigned a CASA email address. This will allow the volunteer access to Microsoft 365 and maintains confidentiality needed for emailing confidential information. Passwords are managed through Microsoft 365. Requirements for password length, complexity and expiration are as follows:

1. Length: 8 characters minimum and 16 characters maximum
2. Strong passwords only, requires three out of four of the following: lowercase characters, uppercase characters, numbers (0-9), symbols
3. Expiration: Passwords are required to be changed every 90 days

Access to confidential information is always limited to the minimum necessary, and CASA ensures that confidential information is not accessed by anyone not authorized for access.

## 8.809 USER RESPONSIBILITIES

1. All users must lock their screens whenever they leave their desks to reduce the risk of unauthorized access.
2. Passwords will be locked after ten (10) failed attempts
3. All computing devices that access or store confidential information will lock after 15 minutes of inactivity.
4. All users must keep their workplace clear of any sensitive or confidential information when they leave.
5. All users must keep their passwords confidential and not share them.
6. Before sending any confidential information via electronic mail, individuals must make sure the intended recipient is the sole user of the address.
7. Discretion must be used when sharing confidential information by electronic mail since it can be accessed fairly easily by experienced users or forwarded.

### *Data Privacy Management for Background Check Access*

Staff users who are authorized to access Background Check Data/CJS records must adhere to following guidelines:

- Detailed criminal history should not be printed or stored in any physical location
- Users may not auto-save CJS/Background check passwords in web browsers or in any other unsecured location
- Users may not access secure sites from public computers or from personal mobile devices
- If Background check information is accessed from a laptop, users must access through a secure VPN and utilize restricted/password protected Wifi only.

### 8.810 INTERNATIONAL DATA USE

Users of confidential information may NOT use, disclose, create, maintain, or transmit confidential information outside of the United States. Should a circumstance arise where confidential information must be used/shared internationally, CASA will first obtain express written permission from the Texas HHS agency and will comply with HHS conditions for safeguarding confidential information.

### 8.811 DESTRUCTION & RETENTION

Confidential information will be destroyed or disposed of in one of the following, secure methods: shredding, burning, degaussing, hard drive overwriting, and/or physical destruction, such that the confidential information cannot be retrieved. All HHS Confidential Information will be stored for at least 7 years.

### 8.812 SECURITY & PRIVACY PROCEDURE UPDATES

Should CASA of WST identify a need for an update to any privacy or security policy or procedure, CASA will ensure that the update is in place within 60 days of identification of the need.

### 8.813 ENFORCEMENT

Any user found in violation of this policy is subject to disciplinary action, up to and including termination of employment. Any third-party partner or contractor found in violation of may have their network connection terminated.

### 8.814 IT SUPPORT

CASA contracts with a board-approved IT Management company to maintain and oversee the configurations of all computing systems and devices.

### 8.815 REPORTING REQUIREMENTS

Monthly reports detailing all incidents shall be produced by the contracted IT Management company and sent to CASA's Security Privacy Officer. High-priority incidents shall be immediately escalated.

Any actual or suspected incident, security event, or breach will be reported to the appropriate agency officials and/or authorities, including:

- Immediate breach notification to Texas HHS agency, regulatory authorities, and other required individuals or authorities.
- Following the documented breach response plan outlined in CASA of WST's Confidentiality Policy, in accordance with applicable law.
- Notifying individuals and reporting authorities whose Texas HHS confidential information has been breached, as directed by the Texas HHS agency.

Any actual or suspected data security policy violation should be reported immediately to CASA's Security Privacy Officer.

#### 8.816 DEFINITIONS

1. Confidential Information: any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CASA or that CASA may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:
  - a. Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
  - b. Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
  - c. Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
  - d. Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
  - e. Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
  - f. Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
  - g. All privileged work product;
  - h. All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, [Chapter 552](#).
2. Workforce: employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.
3. Texas Health and Human Services (HHS): Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services.

4. **Health Insurance Portability and Accountability Act (HIPAA):** The Health Insurance Portability and Accountability Act of 1996 is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge. The US Department of Health and Human Services (HHS) issued the HIPAA Privacy Rule to implement the requirements of HIPAA. The HIPAA Security Rule protects a subset of information covered by the Privacy Rule.
5. **Criminal Justice Information (CJI):** data provided by FBI CJIS necessary for law enforcement and civil agencies to perform their mission.
6. **Criminal History Record Information (CHRI):** a subset of CJI consisting of notations written and electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person. CHRI includes identifying information pertaining to the individual as well as the disposition arising from sentencing, correctional supervision, and release of any charges.
7. **Breach:** an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft.

## CHAPTER 9: RECORD KEEPING

### 9.1 CASA CHILD CASE RECORDS

CASA maintains complete, accurate and current records for each child served, which include:

- 1) Biographical or other identifying information
- 2) Background on the nature of the presenting problem or reason for referral by the court
- 3) Court reports and any court orders related to the service being provided
- 4) Social service case plan

CASA also keeps up-to-date records for all children served through current contact entries and periodic progress notes or summaries, and ensures that entries made in the case record are specific, factual and pertinent to the nature of the service

### 9.2 VOLUNTEER COMPLETION OF RECORDS

Volunteers and appropriate staff shall be responsible for submitting all appropriate records and information in a timely and accurate fashion. Records include all copies of all volunteer reports, correspondence concerning the case, and notes from telephone or in-person consultations.

It is imperative for volunteers to keep records regarding their activities and the proceedings on their case. Volunteers do this by maintaining and submitting their Contact logs and documents through Optima.

#### SUBMISSION TIMELINES

Contact logs are best when submitted sooner rather than later. Advocates are encouraged to submit contact logs within 24 hours when possible. As time passes, details do too. We want to ensure ALL contact logs are as thorough and accurate as possible.

As communication with our children is the most important part of the CASA program, we need to ensure that these contacts are being logged as quickly and thoroughly as possible. All **CHILD VISITS** (or direct child contact) must be logged in Optima within 72 hours. All other contacts/activities (CPS, CASA, Attorneys, Caregivers, meetings, etc.) must be logged within five business days (or one week) of the date the activity took place.

Supervisors will be reviewing and approving contact logs on this same timeline - Child Visit/Contact logs will be prioritized and approved within 72 hours and all others approved/reviewed within 5 business days.

## TIME INCREMENTS

Contact logs should be submitted in quarter hour increments. Activities ranging from 1 to 15 minutes should be documented as .25 hours, 16 to 30 minutes documented as .50 hours, 31-45 minutes documented as .75 hours, and 46-60 minutes documented as 1 hour.

## CASE NOTES AFTER CLOSURE/RESIGNATION

Following case closure, dismissal, or resignation from a CASA case an advocate is responsible to ensure that all relevant case contact logs, documents and other case records have been recorded and/or uploaded into Optima. Once verified, all personal case records should be destroyed or turned over to the CASA program for long term storage. The CASA should ensure that he/she is not maintaining any long-term case records in paper format or on any electronic device (phone, computer, etc). The CASA will be given 21 days following closure/dismissal/resignation to complete and/or return all case documentation.

## 9.3 CASE TERMINATION & RECORD RETENTION

CASA requires its volunteers to turn in their case records, including all notes, when the case is closed. The CASA Advocate Supervisor enters a closing summary of the case into the case file upon termination of service. This termination summary includes the date and reason for case closure. The CASA program retains the record after the closing of the case in accordance with the program's records retention policy. All case records are stored in locked cabinets or closets.

## 9.4 ACCEPTANCE AND ASSIGNMENT

### 9.401 ASSIGNING PARTIES

Judges of Walker, San Jacinto and Trinity Counties are responsible to determine cases that are appropriate for assignment of a CASA volunteer. An Order for Appointment of a Guardian ad Litem will be issued by written order of the court, signed by the supervising judge of the case and sent to the Advocate Supervisor of the county being assigned the case.

For all cases assigned, CASA, retains the right to determine from among cases referred for appointment those it can serve appropriately, within the limits of its resources, volunteer availability, capacities, statutory authority and mission. CASA accepts cases without discrimination based on a child's gender, sexual orientation, race, ethnicity, nationality, disability or religion.

All case assignment and acceptance is done in cooperation with the court.

#### *Qualification for Assignment*

In order to be assigned to a case, all volunteers must successfully complete the 30-hour CASA pre-service training, sign a volunteer job description & commitment form, observe CPS court for a period of 2 hours, and be sworn in by a judge. Documentation of the completion of training and court observation, and a copy of the signed oath must be complete and present in the volunteer's file.

#### *Assignment of an Advocate*

Upon receipt of a case by CASA, contact is made with CASA volunteers not already assigned to a case to make them aware of the need for an advocate. All interested volunteers are asked to contact the CASA Supervisor to indicate his or her desire to consider appointment to a case. After reviewing the list of available volunteers and consulting with appropriate staff supervisors, the Advocate Supervisor will select an advocate for the case.

CASA staff is conscious of ethnic, cultural, and religious diversity, as well as gender, sexual orientation, physical ability, and socio-economic status when appointing volunteers to cases. CASA selects volunteers based on their experience, understanding, skills, availability and case type preference in relation to the specifics of the case.

Advocates are assigned at the earliest possible stage of the court proceedings.

#### *Appointment of a CASA (GAL)*

Upon selection of an advocate, CASA completes an Order of Appointment of a GAL and obtains a signature from the supervising judge of the case.

The CASA/GAL and the Supervisor will meet to review the documents in the case, sign the certificate of acceptance, pledge of confidentiality, volunteer acceptance of confidential records, and CASA Commitment. The CASA/GAL will be provided with case information to include copies of case records and all information pertaining to dates and times of pending Court hearings.

The CASA/GAL will be expected to contact the CPS/SSCC caseworker, the child's attorney, the foster parents, the natural parents and the children within one week of the appointment.

#### **9.402 VOLUNTEER CASELOAD**

Initially, CASA volunteers will be assigned one case each. However, a volunteer may be assigned an additional case if he/she indicates willingness to carry multiple cases, and the volunteer supervisor feels that volunteer would be capable to manage multiple cases adequately. When assigning cases, the nature and difficulty of the tasks assigned, the work and time required to serve each child or to complete each task, past and current performance of Minimum Expectations of Service, and any additional responsibilities held by the volunteer, will be considered.

A volunteer will generally not be assigned more than two cases at a time. An exception may be granted at the discretion of the volunteer supervisor, with approval from the Executive Director (or his/her designee). However, the decision to permit a higher caseload shall be documented, with justification for and reasonableness of the exception. A volunteer may not be assigned to more than 5 cases for any reason or exception.

Generally, only one CASA will be assigned to a case, except in cases where two CASA volunteers are married and wish to serve together on one case or when the CASA staff feels the case is best shared by multiple CASAs (based on factors such as number of children, number of placements, and other special circumstances).

Upon appointment and agreement to take a case, CASA volunteers are reminded they are committing to stay actively involved for the duration of Court involvement, or a minimum of one year.

## 9.5 CASE ASSIGNMENT RECORDS

CASA maintains complete case assignment records including:

- 1) Name of volunteer assigned
- 2) Name of child(ren)
- 3) Date of Assignment
- 4) Date of dismissal/closure

## 9.6 RECORD RETENTION

CASA of Walker County adheres to the following record retention guidelines:

DOCUMENT TYPE	MINIMUM REQUIREMENT
<b>FINANCIAL:</b>	
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank reconciliations	Permanently
Bank statements	Permanently
Checks (for important purchases & payments)	Permanently
Contracts, mortgages, notes, leases (expired)	7 years
Deeds, mortgages and bills of sale	Permanently
Duplicate deposit slips	7 years
Depreciation schedules	Permanently
Expense analyses/expense distribution schedules	7 years
Year end financial statements	Permanently
Insurance policies (expired)	7 years
Insurance records, current accident reports, claims	Permanently
Internal audit reports	Permanently

Inventories of products, materials, supplies	7 years
Invoices (to customers, from vendors)	7 years
Payroll records and summaries	7 years
Tax returns and worksheets`	Permanently
Trademark registrations and copyrights	Permanently
Withholding tax statements	7 years
<b>HUMAN RESOURCES:</b>	
Employment applications	3 years
Personnel files (terminated employees)	7 years
Retirement and pension records	Permanently
Timesheets	7 years
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
<b>VOLUNTEER FILES:</b>	
Volunteer applications	3 years
Volunteer files (former or terminated volunteers)	7 years
<b>CASE FILES:</b>	
All case file documentation (supervisors and volunteers) for closed cases	7 years

CASA of Walker County keeps VOCA records seven (7) years and HHSC records seven (7) years after the grant term closing or resolution of all audit findings concerning either grant, whichever is longer.



## CHAPTER 10: NATIONAL AND STATE CASA AFFILIATION

### 10.1 NATIONAL AFFILIATION

CASA:

- 1) Takes advantage of the services available from National CASA, which may include:
  - a. Technical assistance
  - b. Resource materials
  - c. National CASA Conference
  - d. Training opportunities
- 2) Adheres to National CASA graphic standards when using National CASA trademarks including taglines, slogans, and logos.
- 3) Uses the name CASA, GAL or identifies itself as a member of the National CASA Association on all promotional, public relations and recruitment materials.
- 4) Adheres to the resource development, government relations and other approved protocols of National CASA.
- 5) Makes any program auxiliary or affiliate aware of National CASA standards and protocols.
- 6) Supports National CASA'Ss efforts to collect data as needed.
- 7) Demonstrates compliance with National CASA standards through the quality assurance process.
- 8) Provides a copy of the Standards for Local CASA Programs to its Board and supervisory staff.

### 10.2 STATE AFFILIATION

CASA:

- 1) Complies with all state laws, regulations, administrative and court rules.
- 2) Takes advantage of the services available from the state organization, which may include:
  - a. Technical assistance
  - b. Resource materials
  - c. Texas CASA Conference
  - d. Local program directors' meetings
  - e. Training opportunities
- 3) Complies with Texas CASA Standards for Local CASA/GAL Programs, the Texas Administrative Code, and state and federal funder contracts. When the program believes a conflict exists between National CASA standards and Texas CASA standards, laws, regulations or court rules, CASA and Texas CASA will present the perceived conflict to the National CASA Association. National CASA will substantiate a conflict and determine which regulation takes precedence.
- 4) Demonstrates compliance with Texas CASA standards through the Quality Assurance process.
- 5) Acts in a manner consistent with any agreements made with Texas CASA.
- 6) Submits accurate quarterly performance measure data in a timely manner as required by Texas CASA

- 7) Informs the state organization of any significant event in the operation of the program that could impact other local programs, the state organization or the National CASA Association.
- 8) Submits quarterly and annual statistical reports in a timely manner as requested by Texas CASA. CASA provides a copy of its audited financial report to Texas CASA annually as requested.

## Acknowledgement of Receipt of Handbook

This Employee Handbook contains important information about CASA of Walker, San Jacinto and Trinity Counties. I acknowledge that I have received a copy of the CASA of Walker, San Jacinto, and Trinity Counties Employee Handbook. I understand that this handbook replaces any and all prior verbal and written communications regarding CASA'Ss working conditions, policies, procedures, appeal processes, and benefits.

I have entered into my employment relationship with CASA voluntarily, and understand that there is no specified length of employment. Accordingly, either CASA or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice. I understand and agree that no person except the Executive Director may enter into an employment agreement for any specified period of time, or make any agreement contrary to the stated employment-at-will policy. Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Directors has the ability to adopt any revisions to the policies in this handbook.

I have received a copy and had an opportunity to read the handbook, and I understand that I may ask my supervisor any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with CASA of Walker, San Jacinto, and Trinity Counties following any modifications to the handbook, I thereby accept and agree to such changes.

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Employee Name (Printed)

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Employee Signature

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Date

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Supervisor Signature

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Date

