## Children's Services Council of Leon County (CSC Leon) Governing Council Meeting

Thursday, January 20, 2022, 2:00 pm – 5:00 pm Tallahassee Community College, Student Union Ballroom, 444 Appleyard Dr., Tallahassee, FL 32304

Members of the public can view the meeting via live stream on this YouTube channel: <u>https://www.youtube.com/channel/UCc74A9evhLxbHIrH63-clbQ</u>.

## AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes from December 16, 2021 (Page 3)
- V. General Public Comment
- VI. Executive Director's Report (Page 9)
- VII. Committees & Reports
  - A. Bylaws Committee (Page 23)
    - i. Presentation of Revised Bylaws
    - ii. Public Comment
    - iii. Consideration of Resolution 2022-01: Approval of CSC Leon Bylaws
  - B. Nominations Committee (Page 37)
    - i. Presentation of Slate
    - ii. Public Comment
    - iii. Consideration of Resolution 2022-02: Election of Officers for 2022
  - C. Needs Assessment Report (Page 41)
    - i. Special Presentation by Q-Q Research Consultants
    - ii. Public Comment
    - iii. Approval of Key Outcomes & Measures
  - D. Treasurer's Report (Page 63)
    - i. Presentation of Monthly Report
    - ii. Presentation of Quarterly Report
    - iii. Public Comment
    - iv. Approval of Financial Reports
- VIII. Council Policies for Review (Page 71)
  - A. Investment
    - i. Presentation of Investment Guidelines
    - ii. Public Comment
    - iii. Consideration of Resolution 2022-03: Alternative Investment Guidelines
  - B. Talent & Culture: Talent Selection, Team Member Conduct, Attendance & Leave
    - i. Public Comment

- C. Information Technology
  - i. Public Comment
- IX. Next Meeting Date
- X. Next Meeting Agenda
- XI. Member Comments
- XII. Adjourn

## Agenda Item

Approval of Minutes from December 16, 2021

Attachments:

1. Proposed Minutes

## CHILDREN'S SERVICES COUNCIL OF LEON COUNTY December 16, 2021 Regular Meeting

#### **DRAFT MINUTES**

Members Present: Honorable Jonathan Sjostrom, Chief Judge (Chair); Carmen Conner (Vice-Chair); Carolyn Cummings, Leon County Commissioner; Rocky Hanna, Superintendent of Schools; Liza McFadden; Paul Mitchell; Mark O'Bryant; Terrence Watts, DCF Appointee

Member(s) Not Present: Dr. Zandra Glenn; Darryl Jones, School Board Member

Location: Tallahassee Community College Student Union Ballroom, 444 Appleyard Dr., Tallahassee, FL 32304

1. CALL MEETING TO ORDER

Chair Sjostrom called the meeting to order at 2:12 p.m.

2. ROLL CALL

Eight council members were present and a quorum was established.

3. APPROVAL OF AGENDA

Chair Sjostrom noted that Agenda Item IX, "Final Enterprise Resource Planning (ERP) Solutions Software Request for Information" would be moved before Agenda Item VIII, "Special Presentation: Hours for the Asking." Mr. Mitchell motioned to approve the agenda as amended. Commissioner Cummings seconded the motion and it was approved unanimously.

4. APPROVAL OF MINUTES FROM LAST MEETINGS

Mr. Mitchell moved to accept the minutes from November 18, 2021, as presented. Mr. O'Bryant seconded the motion and the minutes were approved unanimously.

5. GENERAL PUBLIC COMMENT

Mr. Neil Skene provided public comment discussing prevention, early detection, workforce development and the need to establish trust in the community.

6. INTERIM ADMINISTRATOR REPORT

Mr. Granger gave the Interim Administrator Report, including an update on the Florida Retirement System registration and other employee benefits. He then reported the potential MOU with the County and City was placed on hold due to their request, as the partners are updating theirs currently. Finally, Mr. Granger requested volunteers for board service on the Department of Children & Families Circuit 2 Alliance and the Early Learning Coalition of the Big Bend. Mr. Mitchell requested more information on these volunteer commitments be provided at the next meeting.

## 7. COMMITTEES & REPORTS

## A. EXECUTIVE DIRECTOR SEARCH COMMITTEE

Mr. Granger presented Resolution 2021-10 approving employment agreement with Ms. Cecka Green for Executive Director. Mr. Granger noted that the contract does not include a bonus as discussed at the last meeting but rather a "merit increase" per advice of counsel. Council Attorney Roe also clarified why an at-will clause was included in the contract. Mr. Mitchell moved to approve the resolution as presented. Ms. Conner seconded the motion. Discussion. Ms. McFadden motioned to amend Clause 6. C. of the contract (attachment to the resolution) to make the evaluation led by the executive committee. Ms. Conner seconded the motion and passed unanimously. A consensus vote was then taken on the primary motion and it passed without dissent. Ms. Green was invited to address the Council.

#### **B. NOMINATIONS COMMITTEE**

Mr. Granger presented the proposed slate of officers for the next term of officers: retain Judge Sjostrom as Chair, retain Mr. Mitchell as Treasurer, appoint Dr. Glenn as Vice-Chair. No further action was taken.

#### C. BYLAWS COMMITTEE

Ms. McPhail presented the proposed bylaws to be voted upon at the next Council meeting showing track changes. Ms. McFadden raised the issue of terms of office and requested they be set at two years, not one. No opposition raised so staff made the edit as requested and will include in the final draft. No further action was taken.

## D. NEEDS ASSESSMENT REPORT

Mr. Granger provided a brief update on the needs assessment process, requesting an additional \$10k be added to the budget to conduct three additional focus groups: two more with parents and one more with youth. The additional dollars will be used to pass for additional analysis, incentives and childcare. Judge Sjostrom requested legal review of the ability to vote on a fiscal matter without it being noticed on the agenda. Council Attorney Roe provided clearance, advising the Council to take public comment before voting.

Mr. Neil Skene provided public comment speaking in favor of the budget amendment.

Mr. Justin Fitzpatrick provided public comment speaking in favor of the budget amendment.

Mr. Mitchell motioned to amend the budget to allocate an additional \$10,000 to the needs assessment. Ms. McFadden seconded the motion and it was approved unanimously.

Ms. McPhail provided additional information on the community engagement aspects of the needs assessment, noting the locations of all the various focus groups with providers, parents and youth. Mr. Mitchell expressed concern about the ability to ensure these groups were representative and over the use of local agencies being subcontracted to assist with outreach for these groups. Specifically, Mr. Mitchell expressed concern that the research firm is "paying community partners to identify people to inform our needs assessment that then may apply for funding from the Council." Mr. Watts requested

that copies of the subcontracts with United Partners for Human Services and We Are All We Need be provided to the Council. Superintendent Hanna remarked that the Council hired the research firm to do a job and "we should let them do their job and not micro-manage the process." Ms. McPhail concluded the community engagement update with an update on the two surveys: one for provider organizations and one for community residents. A representative from the research firm will attend the next meeting to provide a more detailed update. No further action was taken.

## E. TREASURER'S REPORT

Mr. Mitchell provided the financial report, noting the balance was earning very little interest. Discussion ensued about leveraging this balance in an investment account. Ms. McFadden requested the Council consider adopting an investment policy. A draft will be presented at the next Council meeting. Mr. O'Bryant motioned to approve the financial report as presented. Mr. Watts seconded the motion and it was approved unanimously.

# 8. FINAL ENTERPRISE RESOURCE PLANNING (ERP) SOLUTIONS SOFTWARE REQUEST FOR INFORMATION (RFI)

Ms. McPhail presented the final RFI, noting the edits made as a result of feedback since the last meeting. Ms. McFadden motioned to approve the RFI as presented and release to the public. Mr. Mitchell seconded the motion and it was approved unanimously.

## 9. SPECIAL PRESENTATION: "HOURS FOR THE ASKING"

Mr. Jack Levine presented on a special project promoting volunteerism in partnership with Whole Child Leon, Volunteer Leon, 4 Generations, and the Hand Up Project.

## 10. NEXT MEETING DATE

The next full council meeting will be on January 20, at 2 pm, at the Tallahassee Community College Student Union.

#### 11. NEXT MEETING AGENDA

Chair Sjostrom proposed the following items be included on the January 20 agenda in addition to the standard meeting items:

- Presentation by QQ Research Consultants
- Draft Investment Policy

#### 12. MEMBER COMMENTS

Judge Sjostrom requested a COVID update from Mr. O'Bryant, including Tallahassee Memorial's response to Omicron.

Mr. Mitchell shared a story describing how serving on the Council opened his eyes to the needs of Pineview Elementary and the exemplary leadership in Principal Conner. He requested that his fellow

Council members sign up to give to the school's principal fund to support the pantry and laundry services.

There were no additional member comments.

## 13. ADJOURNMENT

Meeting adjourned at 4:46 p.m.

## Agenda Item

**Executive Director's Report** 

## Attachments:

- 1. Annual Report (Page 11)
- 2. Early Learning Coalition Board Meeting Schedule (page 15)
- 3. Circuit 2 Alliance Community Action Team Membership Agreement (Page 17)
- 4. Resume for J. Clay, Office Manager (Page 19)

## Children's Services Council of Leon County Annual Report 2021

As required by section 125.901(2)b.5, Florida Statutes, the Children's Services Council of Leon County (Council) respectfully submits this Annual Report to the Leon County Commission.

The Council convened its organizational meeting on May 6, 2021. During the last eight months, it has laid the foundation for successfully fulfilling its statutory responsibilities (see "CSC Leon Accomplishments: May - December, 2021" below).

The underlined bullet-points below are statutorily required to be addressed by CSC Leon in this Annual Report. Responses to the bullets are italicized below each. There has been insufficient time for the Council to appropriately and responsibly address most of them. Given the timing and the work the Council will undertake in 2022, all bulleted items will be addressed its next Annual Report.

• Information on the effectiveness of activities, services, and programs offered by the council, including cost-effectiveness.

No activities, services or programs are yet being offered or funded by the Council, so no information on effectiveness or cost-effectiveness is available.

• Detailed anticipated budget for continuation of activities, services, and programs offered by the council, and a list of all sources of requested funding, both public and private.

No activities, services, or programs are yet being offered or funded by the Council, so there is no anticipated budget for continuing them.

• <u>Procedures used for early identification of at-risk children who need additional or</u> <u>continued services and methods for ensuring that the additional or continued services</u> <u>are received.</u>

> A comprehensive Leon County human service assets and needs assessment is currently in progress, with a projected completion date of June 30, 2022. The findings of the assessment will be used, in part, to identify and implement some of the procedures described above.

• <u>A description of the degree to which the council's objectives and activities are consistent with the goals of this section.</u>

As required by this section, the Council is in the process of undertaking a comprehensive Leon County human service assets and needs assessment that will, among others, collect information and statistical data and provide research that will be helpful to the Council and the County in identifying the needs of Leon

County children and how to best serve them. The results of the assessment will be used by the Council to determine how to: 1) provide and maintain preventive, developmental, treatment, and rehabilitative services for children; 2) provide such other services for all children as to support the general welfare of the county; 3) allocate and provide funds for other agencies in the county which are operated for the benefit of children; and 4) coordinate with other agencies dedicated to the welfare of children to prevent duplication of services.

• Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.

No activities, services or programs are yet being offered or funded by the Council, so no information regarding their successful use is available.

• Information on programs, services, and activities that should be eliminated; programs, services, and activities that should be continued; and programs, services, and activities that should be added to the basic format of the children's services Council.

No activities, services or programs are yet being offered or funded by the Council, so no information regarding which activities, services or programs should be eliminated or added is available.

## CSC Leon Accomplishments: May - December 1, 2021

- Convened Organizational Meeting
- Elected Officers
- Retained Interim Administrator
- Adopted Bylaws
- Executed Interlocal Agreement with Leon County
- Crafted and adopted Interim and FY 2021-22 Council Budgets
- Developed and posted state-of-the art comprehensive assets and needs assessment invitation to negotiate (ITN), ranked respondents, conducted in-person presentations and review sessions with top respondents, selected and executed agreement with vendor to conduct the assessment, assessment in progress
- Created and posted Executive Director job description and announcement, reviewed and ranked applicants, interviewed finalists, executed employment agreement with new executive director effective January 1, 2022
- Completed Truth in Millage process
- Created the following Committees
  - Executive Committee
  - o Bylaws Committee
  - o Nominations Committee
  - o Budget Committee
  - Executive Director Search Committee
  - Needs Assessment Committee

- ITN Evaluation Team
- ITN Negotiation Team
- Retained General Counsel
- Retained Certified Public Accountant and opened CSC Leon bank accounts
- Obtained eligibility authorization to deploy Microsoft Office 365 Government GCC environment to meet specific government data and privacy regulations and requirements, including secure email for staff and Council members
- Built and launched CSC Leon email addresses for all Council members and stand-alone CSC Leon Website and social media platforms
- Adopted "Priority Areas" for Council Investments
- Adopted the following Council Policies
  - Public Comment Policy
  - Purchasing Policy
  - Social Media Policy
- Created and posted a request for information (RFI) for an enterprise resource planning solutions software that closes January 31, 2022

Submitted December 29, 2021

By: Ted Granger

Title: Interim Administrator



## **BOARD AND COMMITTEE MEETING SCHEDULE 2021-2022**

#### SEPTEMBER 2021

Thursday, September 30, 2021		
Thursday, September 16, 2021		
Tuesday, September 14, 2021		
Thursday, September 2, 2021		

#### DECEMBER 2021

Thursday, December 2, 2021 Tuesday, December 7, 2021 Thursday, December 9, 2021 **Thursday, December 16, 2021** 

#### **MARCH 2022**

Thursday, March 3, 2022 Tuesday, March 8, 2022 Thursday, March 17, 2022 **Thursday, March 24, 2022** 

#### **JUNE 2022**

QUARTERLY
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11:30am to 1pm

**Board Meeting** 

9am-10am	Program Policy and Strategy Committee Meeting
9am-10am	Finance Committee Meeting
9am-10am	Executive Committee Meeting
11:30am to 1pm	Board Meeting
9am-10am	Program Policy and Stratogy Committee Meeting
9am-10am	Program Policy and Strategy Committee Meeting Finance Committee Meeting
9am-10am	C
	Executive Committee Meeting
11:30am to 1pm	Board Meeting
9am-10am	Program Policy and Strategy Committee Meeting
9am-10am	Finance Committee Meeting
9am-10am	Executive Committee Meeting
11:30am to 1pm	Board Meeting
9am-10am	Program Policy and Strategy Committee Meeting
9am-10am	Finance Committee Meeting
9am-10am	Executive Committee Meeting

#### MONTHLY

In addition to quarterly meetings, the Executive Committee meets monthly. All monthly meetings are from 9 a.m. - 10 a.m..

#### EXECUTIVE COMMITTEE MTHLY MEETINGS

Thursday, July 15, 2021 Thursday, August 12, 2021 Wednesday, September 29, 2021 Thursday, October 14, 2020 Tuesday, November 9, 2021 Thursday, January 13, 2022 Thursday, February 10, 2022 Thursday, April 14, 2022 Thursday, May 12, 2022

## Circuit 2 Alliance Community Action Team Franklin, Gadsden, Jefferson, Leon, Liberty and Wakulla

## Membership Agreement

I, \_\_\_\_\_\_, hereby agree to serve as a member of the Circuit 2 Community Action Team ("CAT"). My signature below shall indicate agreement to the following:

As a Member of the CAT:

- Unless I am one of the initial members specified in the CAT Bylaws and Florida Statute 20.19(4)(d), I shall not receive payment for contractual services from the department or a community-based care lead agency.
- I shall serve without compensation and shall only be entitled to receive reimbursement for per diem and travel expenses, as
  provided by Section 112.061, Florida Statutes. (Payment may also be authorized for preapproved childcare expenses or lost
  wages for members who are consumers of the department's services and for preapproved childcare expenses for members
  who demonstrate hardship.)
- I understand that I am subject to the provisions of part III of chapter 112, the Code of Ethics for Public Officers and Employees, Florida Statutes, and I shall uphold these ethical requirements at all times.
- I understand that I shall annually submit a disclosure statement of services interests to the department's inspector general.
- If I have an interest in a matter under consideration by the CAT, I shall abstain from voting on that matter. Any debate or concern about a possible interest shall be resolved in favor of abstention.
- I understand that all CAT meetings are to be noticed and open to the public and open to public records requests as governed by Florida Statutes and I shall govern myself accordingly.
- I shall uphold the mission of the CAT, which is to create a forum through which services for children mandated and funded by state and federal government are planned, organized, and coordinated. The CAT is to serve as a conduit for information between and among providers, state agencies, consumers and the general public and I shall work to prove these services.

The mission: The CAT is a forum through which services for children mandated and funded by state and federal government are planned, organized, and coordinated. It serves as a conduit for information between and among providers, state agencies, consumers, and the general public.

The overall responsibilities of The CAT are to:

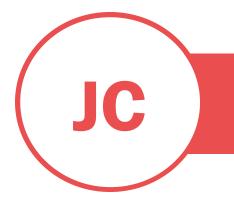
- Provide education and information pertaining to all aspects of the social service spectrum.
- Serve as an ongoing conduit for communication between and among providers, state agencies, consumers, and the general public.
- Develop a Regional Management Plan and revise and update it regularly. The Plan will describe the System of Care, evaluate its strengths and weaknesses, establish local needs and priorities, and propose modifications to the System as appropriate. Encourage members to provide feedback on all aspects of community services.

Additionally, I agree to the following:

- Willingness and commitment to learn, promote and support the principles and values of the Community Action Team Commitment to teamwork
- Collective commitment to improvement
- Respect the cultural, racial, and ethnic composition of our community.

## I have read and agree to act in good faith to adhere to the expectations listed above.

Member Signature



## CONTACT

4533 Centerville Road Tallahassee, Florida 32309 jacintadclay@gmail.com 850-321-8722

## CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

P.O. BOX 1816 • TALLAHASSEE, FLORIDA 32302

January 6, 2022

Dear Children's Services Council of Leon County,

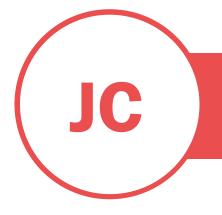
My name is Jacinta Clay, I saw your advertisement for an Office Manager and am extremely interested in the position. Over the last 15-20 years I have grown into an Administrative Professional not from just professional experience but from serving in other roles such as secretary, parliamentarian, treasurer, president in civic organizations. Each role has helped develop my skills and passion for aided others.

I pride myself on facing challenges head-on and the unknown with a tenacious spirit and vigor to find a solution to complete the task. I am very enthusiastic and dedicated to my work so much that I do not see it as a job nor a career but an opportunity to make an impact in the lives of those I serve. As the Office Manager for the Children's Services Council, I would bring creativity, structure, flexibility, drive, and skill sets that the council will need as we embark on building the first of its kind in this community.

This opportunity would allow me to grow as a professional and individual from the knowledge, wisdom, and areas of expertise each person brings to the council. If awarded the chance my accountability and work ethic will prove and supersede what you will read on the next pages.

Sincerely,

Jacinta Clay



## **JACINTA CLAY** 15+ YEARS OF OFFICE AND ADMINISTRATIVE SUPPORT

## OBJECTIVE

To serve in a role that further develops my current skill set, expand and grow my knowledge in social services functions and operations within diverse communities.

## SKILLS

Oral & Written Communication Planning/Developing Organizing Project Management Training and Mentoring Billing and Accounting Microsoft Office (Word, Excel, PowerPoint, Publisher) Customer service Inventory Control Records Retention

## EXPERIENCE

## SR. ADMINISTRATIVE SUPERVISOR • CHILDREN'S HOME SOCIETY OF FL • JULY 2017 – PRESENT

Oversee daily administrative and support functions for the region. Manage and coordinate facility/property maintenance. Organize, plan and prepare reports, meetings, projects and activities. Support and lead a team of administrative professionals for each program in the region. Coordinated team member events and activities quarterly. Aided with onboarding new hires and creating procedural manuals for clerical positions. Helped with organizing trainings for staff. Processed and closed out monthly financial transactions, invoicing and billing.

## Data Management Specialist August 2018-September 2019

Served as receptionist for Early Steps program. Tracked and input data for coordinator service billing. Processed invoices and travel for service providers.

## Data Management Specialist July 2017-August 2018

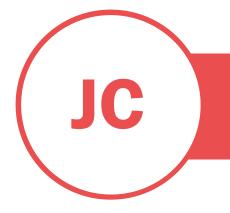
Recorded and tracked data for potential and licensed foster homes. Maintained and created monthly reports. Coordinated meals and care of children for Foster Parent Monthly Meetings. Planned foster/adoptive parent events quarterly with community partners.

## **REGULATORY SPECIALIST II • DEPT. BUSINESS & PROFESSIONAL REGULATION • NOVEMBER 2015 – JANUARY 2017**

Reviewed, approved and denied cosmetology and barbering licensing in Florida. Created and mailed correspondences to potential licensees with pertinent information.







# JACINTA CLAY

**15+** years of Office and administrative Support

## DEPARTMENT SECRETARY • TALLAHASSEE MEMORIAL HOSPITAL • SEPTEMBER 2007 – NOVEMBER 2015

Performed daily administrative and support functions for the Post-partum Unit and Pediatrics. Equipment manager and unit maintenance support. Coordinated, implemented client care education material.

#### Patient Account Specialist 2012-2013

Created and updated patient accounts at bedside. Ensured correct demographics and insurance billable for accounts payable department. Obtained confidential documents and signatures for patient chart.

#### File Room Clerk October 2007-2012

Greeted and received customers, patients at check in desk. Completed patient log and procedure orders daily. Corresponded with doctors' offices for patient services. Completed records requests for patient files.

## **EDUCATION**

A.A. • 2010 • TALLAHASSEE COMMUNITY COLLEGE NOTARY PUBLIC • 2019 • FLORIDA CERTIFICATE • 2020 • I LEAD PROGRAM CHILDREN'S HOME SOC.

## **VOLUNTEER EXPERIENCE OR LEADERSHIP**

CHS Culture Club-Big Bend, Chair 2019-2020; Wellness Committee, Volunteer 2019-2020; Community Food Drive Volunteer-Higher Calling Christian Fellowship 2017-2019





## Agenda Item

Committees & Reports: Bylaws

Attachments:

1. Resolution 2022-01: Approving Revised Bylaws

## **RESOLUTION NO. 2022-01**

## A RESOLUTION OF THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY APPROVING AMENDED AND RESTATED BYLAWS; AND PROVIDING AN EFFECTIVE DATE.

#### BE IT RESOLVED BY THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY AS FOLLOWS:

**SECTION 1. AUTHORITY.** This Resolution of the Children's Services Council of Leon County ("CSC Leon") is adopted pursuant to Ordinance No. 2018-13 adopted by the Board of County Commissioners of Leon County, Florida on June 19, 2018, as approved by the electorate of Leon County at the general election conducted on November 3, 2020, section 125.901, Florida Statutes, chapter 189, Florida Statutes, and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared as follows:

(A) Section 125.901, Florida Statutes, authorizes creation of children's services councils and provides that such councils may make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.

(B) In accordance therewith, the Governing Council of CSC Leon (the "Governing Council") previously adopted initial bylaws for CSC Leon and wishes to amend and restate such bylaws hereunder to (i) eliminate references to interim and organizational meetings, (ii) establish certain permanent committees to assist the Governing Council in achieving its children's services objectives, (iii) prohibit lobbying of Governing Council members by entities seeking funding from CSC Leon, and (iv) incorporate other revisions promoting efficient governance and administration for CSC Leon, the Governing Council and its staff and employees.

**SECTION 3. AMENDED AND RESTATED BYLAWS.** The Governing Council hereby approves and adopts the amended and restated bylaws for CSC Leon attached hereto as Appendix A. Such bylaws shall supersede the bylaws previously adopted by the Governing Council in their entirety and shall take effect immediately upon adoption of this Resolution.

**SECTION 4. EFFECTIVE DATE**. This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** this 20th day of January, 2022.

CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

\_\_\_\_\_

Ву: \_\_\_

Chair

ATTEST:

Executive Director

[SEAL]

## APPENDIX A

AMENDED AND RESTATED BYLAWS OF THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

## **BYLAWS OF**

## Children's Services Council of Leon County, an Independent Special District of Leon County

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## **BYLAWS OF**

## Children's Services Council of Leon County, an Independent Special District of Leon County

## PREAMBLE

The Children's Services Council of Leon County has been established pursuant to § 125.901, Fla. Stat. and Leon County Ordinance § 18-03, as approved by the Electorate and has as its general purpose the provision of services to children throughout Leon County as more fully set forth in statute and ordinance.

## **ARTICLE I. MEMBERSHIP AND TERM OF OFFICE**

The Governing Council of the Children's Services Council of Leon County ("Council") shall consist of ten (10) members including the Leon County Superintendent of Schools, a local Leon County School Council Member (as selected by the School Council), the Administrator of the District of the Department of Children and Families having authority over Leon County or designee who is a member of the Senior Management Service or of the Selected Exempt Service, a member of the Leon County Council of County Commissioners (as selected by the Council of County Commissioners), and a judge assigned to juvenile cases. These members shall serve for as long as they hold office or until they are removed in accordance with statute or the ordinance. The other five (5) members of the Council shall be appointed by the Governor upon recommendation by the Council of County Commissioners and, after their initial term in office shall serve for terms of four (4) years each. Members shall serve until their replacement is selected or they have been otherwise removed from office.

## **ARTICLE II. MEETINGS**

## Section 1. Regular Meetings

Regular meetings of the Council shall be held monthly at a time and place set by the Council. The annual meeting shall be held in October to align with the CSC Leon fiscal year, at which time the election of officers shall take place. If a regularly scheduled meeting falls on a holiday, the Council shall meet at such date and time as selected by the Council. Written or electronic notice of regular meetings of the Council shall be given to each member at least seven (7) days prior to each meeting; the notice is to be accompanied by a tentative agenda for the meeting. Meetings may be cancelled or rescheduled by majority vote of the Council. In the event of an emergency or lack of business to be considered a meeting may be canceled by the Chair, Vice-Chair, or Treasurer, in that order, but in no case shall longer than 60 days go between meetings of the Council.

## Section 2. Special Meetings

Special meetings of the Council may be called:

- a. By the Chair, or
- b. In the Chair's absence by the Vice-Chair, or
- c. In the Chair and Vice Chair's absence by the Treasurer, or
- d. By request of a majority of the Council made to an officer or the Executive Director.

Pursuant to the rules for independent special districts, any meeting other than a regular meeting or any recessed and reconvened meeting must be advertised at least seven (7) days before such meeting in a newspaper of general paid circulation in the county. The advertisement must be published in the same way as the meeting schedule.

Notices regarding special meetings will be accompanied by an agenda specifying the subject(s) of the special meeting. Only those subject(s) appearing on the special agenda may be discussed at that called meeting. The date, time, and location of the special meeting shall be determined by the Chair, Vice-Chair, Treasurer, or Council, as appropriate.

## **Section 3. Emergency Meetings**

Items that require immediate action due to possible harm that may result if held until a regular or special meeting may be considered at an emergency meeting.

Emergency meetings of the Council may be called:

- a. By the Chair, or
- b. In the Chair's absence by the Vice-Chair, or
- c. In the Chair and Vice Chair's absence by the Treasurer, or
- d. By vote or request of a majority of the Council made to an officer or the Executive Director.

Twenty-four (24) hours' notice of an emergency meeting shall be given to each member of the Council; if possible, said notice is to be accompanied by an agenda specifying the subject(s) of the emergency meeting. The emergency shall be stated in the notice of the meeting. Only those subject(s) appearing on the emergency meeting agenda may be discussed at that meeting. The date, time, and location of the meeting shall be determined by the Chair, Vice-Chair, Treasurer, or Council, as appropriate. If, after reasonable diligence, it is impossible to give notice to each member or, because of the nature of the emergency, it is impossible to let twenty-four (24) hours elapse before the meeting, such failure shall not affect the legality of the meeting if a quorum is in attendance, provided the emergency and the reason less than twenty-four (24) hours' notice were given are both stated by the Council before the Council takes any affirmative action on the emergency agenda.

## **Section 4. Public Meetings**

The Council, as a public body of the State of Florida, shall be subject to the requirements of Ch. 286, Fla. Stat.

## Section 5. Minutes

Minutes of each meeting shall be accurately taken, preserved, and provided to members at or before the next regular meeting. Minutes shall record the vote of each member present on all matters on which the Council takes action. Unless otherwise shown by the minutes it shall be presumed that the vote of each member present supported the action taken.

## **ARTICLE III. VOTING**

- A. Quorum. The presence of a majority of all members serving on the Council shall be necessary at any meeting to constitute a quorum to transact business.
- B. Each member shall have one vote, which may only be exercised by the member with the exception of the District Administrator of the Department of Children and Families who may have a designee.
- C. Action on any proposal other than amendment of these bylaws, hiring and dismissal of an Executive Director, or adoption of the annual budget shall require an affirmative vote of a majority of the members present.
- D. Action on matters relating to amendment of these bylaws may only be taken by an affirmative vote of two-thirds (2/3) of all serving members of the Council
- E. Action on matters relating to the hiring and dismissal of an Executive Director may only be taken by affirmative vote of two-thirds (2/3) of all serving members of the Council.
- F. The Department of Children & Families appointee to the Council shall not vote on the hiring and dismissal of an Executive Director.
- G. Approval of the budget and setting of the millage shall be as established by law.
- H. The judge of juvenile cases appointed to the Council shall not vote or participate in the setting of ad valorem taxes.

## ARTICLE IV. OFFICERS, ELECTIONS, VACANCIES, and COMMITTEES

## Section 1. Officers

The officers of this Council shall be chosen from its membership and consist of a Chair, Vice Chair, and Treasurer. Each shall be elected at the annual meeting for a term of office of two (2) years. An officer may be elected to additional consecutive terms.

- A. The Chair shall:
  - Preside at all meetings of the Council.
  - May be an ex-officio member of all committees of the Council.
  - Serve as a member of the Executive Committee.
  - Appoint, with Council approval, all ad hoc committees.
  - Perform all of the duties usually pertaining to the office of Chair.
  - Be the primary check signer of the Council subject to countersignature by another member of the Council or the Executive Director.
- B. The Vice-Chair shall:
  - Preside at all meetings of the Council in the absence of the Chair.
  - Serve as a member of the Executive Committee.
  - Perform all such duties usually pertaining to the Office of Vice-Chair.
- C. The Treasurer shall:
  - Preside over the Council Finance and Budget Committee.
  - Serve as a member of the Executive Committee.
  - Preside at all meetings of the Council in the absence of the Chair and Vice-Chair.
- D. In the event of a vacancy in the position(s) of the Chair, Vice-Chair, or Treasurer, the position shall be filled at the next meeting of the members and the term shall be the remainder of the vacant position's term. Any vacancy in other offices that result from this selection may be filled by immediate election for the remainder of the term.

## Section 2. Elections

Election of officers shall be held at the annual meeting. This election shall be by nomination and voice vote.

## Section 3. Vacancies in Council

Vacancies in Council memberships shall be filled as soon as practicable by the appropriate appointing authority in accordance with § 125.901, Fla. Stat.

## Section 4. Committees

- A. All committee appointments of the Council shall be appointed by the Chairperson and their appointments will be reviewed annually.
- B. The permanent committees shall be:

*Executive Committee*: The Executive Committee shall be composed of the officers of the Council and the immediate past Chairperson. In an emergency, this committee shall have all the powers of the Council to transact necessary business affairs of the organization; otherwise, decisions of the Executive Committee shall be approved or ratified by the full

Council. The Executive Committee shall provide a report of their decisions at the next regular meeting of the Council.

*Finance and Budget Committee*: The Finance and Budget Committee shall be composed of at least three members of the Council with the Treasurer serving as the chairperson. The committee shall provide financial oversight for the organization, including budgeting and financial planning, financial reporting, and the creation and monitoring of internal controls and accountability policies.

*Nominating Committee*: The Nominating Committee shall be composed of at least three members of the Council. The committee shall lead the process for vetting and recommending appointments for officers of the Council.

*Bylaws Committee*: The Bylaws Committee shall be composed of at least three members of the Council. The committee shall conduct an annual review of the Bylaws and make recommendations for changes, as needed.

*Program Services Committee* (originally the Needs Assessment committee): The Program Services Committee shall be composed of at least three members of the Council. The committee shall lead the process for developing and monitoring community needs assessments and making recommendations for community funding, including identification of appointments to evaluation team/review panel(s), to the Governing Council.

- C. Additional standing committees may be established by majority vote of the Council. Ad hoc committees may be established by the Chair, with Council approval, provided that ad hoc committees shall not be established for a period of time exceeding one year.
- D. The Council may also designate persons not on the Council to serve on committees. The committees shall have such authority as the Council shall direct, subject to applicable Florida Laws.

## **ARTICLE V. FINANCE**

## Section 1. Fiscal Year

The fiscal year of the Children's Services Council of Leon County shall commence on October 1 and end on September 30.

## Section 2. Reporting

Commencing no later than January 1, 2022 and by January 1st of every year thereafter the Council will prepare an annual written report, to be presented to the Council of County Commissioners which shall contain the information set forth in § 125.901(2)(b)(5), Fla. Stat.

## Section 3. Budget

The Executive Director shall be responsible for submitting a tentative annual budget for the operation of the Children's Services Council of Leon County to the Members of the Council at or before the May meeting for adoption by the Council. The Council shall submit a certified budget to the Board of County Commissioners no later than July 1.

On or before July 1 of each year, the Council shall prepare a tentative annual written budget of the district's expected income and expenditures, including a contingency fund. The Council shall, in addition, compute a proposed millage rate within the one-half mil cap approved by the electorate necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of § 200.065, Fla. Stat. relating to the method of fixing millage, and shall fix the final millage rate by resolution of the Council. The adopted budget and final millage rate shall be certified and delivered to the Council of County Commissioners within fifteen (15) days following the Council's adoption of the final budget and millage rate pursuant to Chapter 200, Fla. Stat. or as otherwise limited in § 125.901, Fla. Stat.

## ARTICLE VI. EMPLOYMENT OF EXECUTIVE DIRECTOR

An Executive Director shall be employed by a two-thirds vote of all members of the Council. The Executive Director shall be employed according to terms mutually agreed upon in a written contract between the Executive Director and the Council, including but not limited to evaluation terms. The Executive Director shall be engaged by the Council and shall serve at the pleasure of the Council and may be terminated at any time, for cause or convenience, subject to the provisions of the terms of said contract by an affirmative vote of a majority of the Council.

The powers and duties of the Executive Director (including any interim or acting Executive Director) shall include:

- A. Carrying out the purpose and objectives of the Children's Services Council of Leon County consistent with the directions and delegations of the Council.
- B. The employment and development of staff to implement policies and programs of the Children's Services Council of Leon County subject to review and concurrence by the Trust though approval of the budget or other processes.
- C. Ensure that a comprehensive plan for the needs of youth in Leon County is developed and implemented and that the purposes of § 125.901, Fla. Stat. and Leon County Ordinance 2018-03 are met.
- D. Establish policies and procedures relating to the evaluation, subject to approval of the Council, of funding requests, monitoring of programs funded by the Children's Services Council of Leon County, employment and evaluation of personnel, and other similar matters.
- E. Maintain all records of the Children's Services Council of Leon County.

- F. Attest the execution of Council resolutions or other instruments adopted or approved by the Council.
- G. Perform other administration duties as may normally be performed by an administrative officer.
- H. Shall provide that the minutes are accurately maintained.
- I. Shall be responsible for day-to-day operations of the Children's Services Council of Leon County and serve as a liaison between staff and the Council.
- J. May undertake such other functions as may be delegated by the Council.

## **ARTICLE VII. CONFLICT OF INTEREST**

- A. Members of the Council shall avoid entering into contracts or agreements involving, directly or indirectly, members of the Council in a manner that would be or give the appearance of being a conflict of interest.
- B. Members of the Council will, prior to voting on a funding issue, which involves any program or agency in which they participate as an employee, consultant, contractor or member of the governing authority, disclose their interest in said program or agency and file a disclosure statement.
- C. Members of the Council will comply with all Florida statutes relating to "conflicts of interest," which includes Part III of Chapter 112, Fla. Stat.
- D. No member of the Council shall serve as a staff member or Board member of any agency when any of the agency's budget is provided by the Children's Services Council of Leon County, and no portion of a member's salary may be paid by the Children's Services Council of Leon County funds.

## ARTICLE VIII. PROHIBITION ON LOBBYING

CSC Leon shall not award funding to an organization, person, or entity which has hired a person, whether directly or indirectly, or consented to or acquiesced in the employment of a person, whose principal responsibilities are to lobby a member of the Council on behalf of the organization, person, or entity which seeks funding from the Council. Subject to the foregoing, an officer, director, official, principal, or bona fide employee of an organization, person or entity seeking funding may engage in lobbying without payment of any compensation or reimbursement of expenses for such lobbying, whether directly or indirectly.

No monies granted by CSC Leon shall be used by a provider agency to hire a lobbyist or to supplant any funds which would allow for the funding of a lobbyist.

CONTACT AFTER RESPONDENT SUBMITTAL: Any respondent or a lobbyist (paid or unpaid) for a respondent is prohibited from having any private communication concerning any procurement process or any response to a procurement process with any Council Member, the Executive

Director, or any member of staff except for the identified procurement officer after the issuance of a funding opportunity and until completion of the contract award. A proposal from any organization will be disqualified when the respondent or a lobbyist (paid or unpaid) for the respondent violates this condition of the procurement process.

## ARTICLE IX. RULES OF ORDER

All procedural matters not addressed by these bylaws shall be governed by the latest edition of "Robert's Rules of Order."

## ARTICLE X. COUNCIL ATTENDANCE

If a member has three (3) consecutive absences from regular Council meetings during a fiscal year, or a total of five (5) absences from regular Council meetings during a fiscal year, except under extreme circumstances, the Chair may request said member to resign from the Council so that a replacement may be appointed in accordance with § 125.901, Fla. Stat.

Absences by members at meetings that take place during the start-up period of the Council, before a regular schedule of meetings has been adopted, do not count as absences for purposes of the provision above.

## **ARTICLE XI. AMENDMENTS**

Amendments of these bylaws may be proposed by any member of the Council and shall become effective upon the affirmative vote of a two-thirds (2/3) majority of all serving Council members.

APPROVED AND ADOPTED by the Children's Services Council of Leon County on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

## CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

Ву:\_\_\_\_\_

Chair

# Agenda Item

Committees & Reports: Nominations

Attachments:

1. Resolution 2022-02: Election of Officers

#### RESOLUTION NO. 2022-02

#### A RESOLUTION OF THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY DESIGNATING THE CHAIR, VICE-CHAIR AND TREASURER OF THE GOVERNING COUNCIL EFFECTIVE AS OF JANUARY 20, 2022; AND PROVIDING AN EFFECTIVE DATE.

#### BE IT RESOLVED BY THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY AS FOLLOWS:

**SECTION 1. AUTHORITY.** This Resolution of the Children's Services Council of Leon County ("CSC Leon") is adopted pursuant to Ordinance No. 2018-13 adopted by the Board of County Commissioners of Leon County, Florida on June 19, 2018, as approved by the electorate of Leon County at the general election conducted on November 3, 2020, section 125.901, Florida Statutes, chapter 189, Florida Statutes, and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared as follows:

(A) Section 125.901, Florida Statutes, authorizes children's services councils to make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance.

(B) The bylaws adopted by the Governing Council of CSC Leon (the "Governing Council") provide that the officers of CSC Leon shall consist of a Chair, Vice-Chair and Treasurer, and that such officers shall be chosen by the Governing Council from among its membership for the term of office set forth therein.

(C) The Governing Council conducted officer elections at its meeting held on January 20, 2022 and thereby designated the Chair, Vice-Chair and Treasurer of CSC Leon effective as of such date and adopts this Resolution to document the results of such elections.

#### SECTION 3. GOVERNING COUNCIL OFFICERS.

(A) The following officers of CSC Leon were duly elected by the Governing Council at its meeting held on January 20, 2022:

- (1) Judge Jonathan Sjostrom, Chair
- (2) Dr. Zandra Mallory Glenn, Vice-Chair
- (3) Richard "Paul" Mitchell, Treasurer

(B) The term of office for such officers commenced on January 20, 2022 and shall continue for the period specified in the CSC Leon bylaws.

(C) Future officer elections shall be conducted by the Governing Council at the times and in the manner set forth in the CSC Leon bylaws.

**SECTION 4. EFFECTIVE DATE**. This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** this 20th day of January, 2022.

CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

Chair

ATTEST:

Executive Director

[SEAL]

#### Agenda Item

Committees & Reports: Needs Assessment/Program Services

#### Attachments:

- 1. Contract Amendment (Page 43)
- 2. QQ Research Consultants Subcontracts with local organizations
  - A. United Partners for Human Services (Page 45)
  - B. We Are All We Need (Page 53)
- 3. List of Key Outcomes by Priority Areas (Page 61)

Handouts:

1. Theory of Change

#### FIRST AMENDMENT TO CONTRACT FOR ASSETS AND NEEDS ASSESSMENT

THIS FIRST AMENDMENT TO CONTRACT FOR NEEDS ASSESSMENT (the "First Amendment") is entered into between the Children's Services Council of Leon County ("CSC Leon"), an independent special district, and Q-Q Research Consultants, LLC ("Contractor"), a research and evaluation firm (each individually a "Party" and collectively the "Parties").

WHEREAS, the Contractor and CSC Leon previously entered into that certain Contract for Assets and Needs Assessment as of October 21, 2021 (the "Contract"), describing services the Contractor will provide to CSC Leon; and,

**WHEREAS**, the impact of COVID-19 prevented some of the aforementioned services to not be completed within the original parameters set forth by the Contract; and

**WHEREAS**, the Parties desire to amend the Contract to revise the parameters by which the Contractor will provide such services to CSC Leon.

**NOW THEREFORE**, in consideration of the premises set forth herein, the Parties agree as follows:

1. The payment schedule set forth in Exhibit 1, Section D of the Contract is hereby amended and restated in its entirety as follows:

Deliverable	Contract Day	Contract Payment	<u>Date</u>
Draft Project Governance Documents	10		10-Nov
Final Project Governance Documents	15	10%	15-Nov
Draft Key Outcomes & Measures	70		9-Jan
Final Key Outcomes & Measures	75	20%	14-Jan
<b>Draft</b> Comprehensive Programs Inventory, Informative Programs Inventory	100		8-Feb
<b>Preview</b> Comprehensive Programs Inventory in Interactive Dashboard	127		7-Mar
<b>Draft</b> Gap Analysis & Funding Options A (expedited funding awards)	155		4-Apr
<b>Final</b> Comprehensive Programs Inventory, Informative Programs Inventory AND <b>Final</b> Funding Options A (expedited funding awards)	165	20%	14-Apr
<b>Final</b> Gap Analysis AND <b>Draft</b> Funding Options B (short-, mid- and long-term investments)	190	20%	9-May
<b>Final</b> Funding Options (short-, mid- and long- term investments)	215	20%	3-Jun
Council/Public Presentation	228		16-Jun
Close-Out	242	10%	30-Jun

#### D. Payment Schedule

2. This First Amendment contains all the agreements of the Parties with respect to the subject matter herein. There have been no representations made by either Party or understandings made between the Parties express or implied with respect to the subject matter hereof other than those set forth in this First Amendment.

**IN WITNESS WHEREOF,** each Party has caused this First Amendment to be executed by its duly authorized representatives.

#### CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

By: Judge Jonathon Sjostrom Its: Chairman Date: January 20, 2022

#### Q-Q RESEARCH CONSULTANTS, LLC

By: Sandra Williams Its: Chief Executive Officer Date: January 20, 2022



#### Q-Q RESEARCH CONSULTANTS, LLC CONSULTANCY AGREEMENT

This Agreement, hereinafter referred to as "Agreement," is entered into this 15<sup>th</sup> day of November 2021 between United Partners for Human Services, hereinafter referred to as "Consultant," and Q-Q Research Consultants, LLC, hereinafter referred to as the "Client."

In consideration of the mutual covenants and benefits hereinafter set forth, the parties agree as follows:

#### 1. Term

The Term of this Agreement shall be from November 15, 2021, to February 28, 2022.

#### 2. Engagement; Services

Consultant agrees to perform the duties set forth in <u>Attachment A of this Agreement.</u> Consultant shall perform in full all duties described in Attachment A by or before the end of the associated date ranges detailed in the Workplan. Any modification to duties or the timeline of deliverables may be accomplished via written or verbal agreement between both parties. Any failure on the part of the Consultant to perform all duties as specified within all date ranges specified may result in the unilateral termination of the Agreement by Client and immediate cessation of compensation.

#### 3. Compensation

In consideration of the above stated services, the Client agrees to pay Consultant <u>\$4,000.00</u> This amount shall be payable as set forth in "Attachment B" of this Agreement.



#### 4. Termination

Either party may terminate this Agreement with or without cause by written notification to the other party with thirty (30) days' notice. As of 30 days of receipt of such notice, both parties will be released of all obligations associated with this Agreement. In the event that the Client submits a notice of termination, Client shall also communicate expectations for any additional deliverables expected that fall within the obligations of the Agreement for the duration of the notice period. In the event that the Consultant submits a notice of termination, Consultant shall be expected to complete any deliverables that fall within the duration of the notice period unless the Client expressly and in writing releases the Consultant from such obligations. Assuming the Consultant completes all duties obligated by this Agreement to the completion of the notice period, Client shall compensate the Consultant on a prorated basis through the date of the end of the notice period.

#### 5. Modification

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when reduced in writing and duly executed by all parties.

#### 6. Severability

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

#### 7. Relationship of Parties

For purposes of this Agreement, Client and Consultant are independent contractors. Both parties acknowledge and agree that Consultant's engagement is not exclusive, and that Consultant may provide other clients similar services, so long as the Consultant keeps confidential all information and knowledge gained associated with the work outlined in this Agreement, and that Consultant does not utilize any work product or information produced through this Agreement with any other client without the express written permission of the Client. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts, or liabilities for the other.

#### 8. Confidential Information

All Confidential Client Information (as hereinafter defined) acquired by the Consultant



as a result of this Agreement shall be considered entirely confidential and shall not be shared with any other individual, organization or entity other than an authorized representative of the Client. All employees, agents, and contractors of the

Consultant shall be bound by this confidentiality requirement, whether or not such individual works directly on the obligations of this Agreement. Confidential Client Information shall mean any nonpublic information acquired by the Consultant in connection with performing services for the Client.

#### 9. Ownership of Client Information

All information, including but not limited to any tangible documents or materials and any information communicated verbally from Client to Consultant in connection with this Agreement are and shall remain the property of Client.

#### **10. Ownership of Work Product**

All original works of authorship, including documents, datasets, analysis, or any other production of information that results from the performance by Consultant of its duties hereunder, will be and will remain the sole and exclusive property of the Client. Consultant shall not disseminate, replicate, publicize, utilize or otherwise appropriate any work product produced as a result of this Agreement without the express written permission of the Client. Consultant also acknowledges that ownership in Client's Confidential Information will remain the sole and exclusive property of the Client.

#### **11. General Provisions**

- a. <u>Governing Law.</u> This Agreement shall be construed in accordance with the laws of the State of Florida.
- b. <u>Indemnification</u>. The Client agrees to indemnify, save and hold harmless the Consultant from any and all liens, charges, demands, claims, losses, costs, judgments and liabilities of any kind and nature, except for those arising from the Consultants' own negligent actions, that may arise from tortious conduct on the part of the Client. The Consultants agree hereby to indemnify and hold harmless the Client from any and all claims which may arise out of and in the course of the performance of its duties hereunder which are the result of its negligence or otherwise tortious conduct. The Consultant hereby waives any and all claims for unemployment benefits and or claims for workers' compensation benefits, and Consultant agrees to maintain its own separate policies of liability, health, and accident insurance in connection with the performance of its duties herein.

#### 12. Compliance with Applicable Laws

The parties agree to abide by all Federal, State, and local laws and regulations in the execution of all obligations in the Agreement.



#### 13. Notices

Any notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered when delivered

in person, two (2) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service to the recipient at the following address or facsimile number, or to such other address or facsimile number as to which the other party subsequently shall have been notified in writing by such recipient:

If to the Client:

Q-Q Research Consultants 6625 Miami Lakes Drive Suite 441 Miami Lakes, Florida 33014 ATTN: Sandra William

If to Consultant:

United Partners for Human Services 2477 Tim Gamble Place, Suite 200 Tallahassee, FL 32308 ATTN: Amber R. Tynan

#### 14. Waiver

Either parties' failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each andevery other provision of this Agreement. The rights granted the parties herein are cumulative, and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

#### 15. Entire Agreement

With respect to its subject matter, this Agreement and its Exhibits constitute the entire understanding of the parties superseding all prior agreements, understandings, negotiations and discussions between them whether written or oral, and there are no other understandings, representations, warranties or commitments with respect thereto.



**IN WITNESS WHEREOF,** the parties have executed this Agreement effective as of the date first written above.

#### Q-Q RESEARCH CONSULTANTS, LLC

By: \_\_\_\_\_ Name: Sandra Williams, PhD Title: Chief Executive Officer Date: \_\_\_\_\_

#### UNITED PARTNERS for HUMAN SERVICES

\_\_\_\_\_

By:	
Name: Amber R. Tynan	
Title: Executive Director	
Date:	



# ATTACHMENT A

## Statement of Work

Deliverable	Description	Timeline
Feedback	Provide feedback on CBO survey	11/17/2021
Survey Administration	Advertise online survey to community-based organizations in Leon County. Send survey link and periodic reminders	11/18/21 - 12/6/21
	Secure focus group locations for QQ to facilitate sessions from January 4 <sup>th</sup> -6 <sup>th</sup> Each focus group session is estimated to run 60-90	
	minutes with 12-15 participates. Parent and Youth focus groups will run in the	
	evening to accommodate participants	
Focus Group and Community Forum Location	Location should be central, near public transportation, meet ADA accessibility guidelines and provide free parking	11/17/21 - 12/31/2021
	<ul> <li>Focus Groups:</li> <li>(3) service providers focus groups</li> <li>(6) community forums with service providers</li> </ul>	
	<ul> <li>(6) parent focus groups</li> <li>(1) youth focus group</li> </ul>	
	Promote, recruit, and confirm participation for 3 service provider focus groups and 6 community forums with providers	
	• Target is 15 participants per focus group session, 12 minimum	
Recruitment for Focus Groups and Community Forums	<ul> <li>Promote, recruit, and confirm participation for 6 parent focus groups and 1 youth focus group         <ul> <li>UPHS will collaborate with WAAWN to ensure diversity and equity among participants</li> <li>Target is 15 participants per focus group session, 12 minimum</li> </ul> </li> </ul>	11/22/21 – 12/27/21
	Provide QQ Research with weekly recruitment updates	
	Obtain prior approval from CSC of Leon for all public announcements	



# ATTACHMENT B Invoicing Procedures

Payment for services will be made after receipt and approval of a detailed invoice. Each invoice must include the following:

- Consultant Name and Contact Information (phone #, business email and physical address)
- Period of Work (i.e., August 1, 2021- August 30, 2021)
- Detailed description of the activities performed during the period of work inclusive of hours and rate
- Total amount for the period of work

Email invoices to <u>robyn@qqresearchconsultants.com</u> by the 5<sup>th</sup> of each month for work completed the previous month.

Invoice Schedule:

Due Date	Amount
22-January-5	\$4,000.00
Contract Total	\$4,000.00

The due dates above serve as a guide for payment throughout the contract period; however, if the contract deliverables are completed and submitted in advance of the final payment due date, the remaining balance may be paid in full after receipt and approval of the final deliverable.



#### Q-Q RESEARCH CONSULTANTS, LLC CONSULTANCY AGREEMENT

This Agreement, hereinafter referred to as "Agreement," is entered into this 15<sup>th</sup> day of November 2021 between We Are All We Need, hereinafter referred to as "Consultant," and Q-Q Research Consultants, LLC, hereinafter referred to as the "Client."

In consideration of the mutual covenants and benefits hereinafter set forth, the parties agree as follows:

#### 1. Term

The Term of this Agreement shall be from November 15, 2021, to February 28, 2022.

#### 2. Engagement; Services

Consultant agrees to perform the duties set forth in <u>Attachment A of this Agreement</u>. Consultant shall perform in full all duties described in Attachment A by or before the end of the associated date ranges detailed in the Workplan. Any modification to duties or the timeline of deliverables may be accomplished via written or verbal agreement between both parties. Any failure on the part of the Consultant to perform all duties as specified within all date ranges specified may result in the unilateral termination of the Agreement by Client and immediate cessation of compensation.

#### 3. Compensation

In consideration of the above stated services, the Client agrees to pay Consultant <u>\$2,345.00</u> This amount shall be payable as set forth in "Attachment B" of this Agreement.



#### 4. Termination

Either party may terminate this Agreement with or without cause by written notification to the other party with thirty (30) days' notice. As of 30 days of receipt of such notice, both parties will be released of all obligations associated with this Agreement. In the event that the Client submits a notice of termination, Client shall also communicate expectations for any additional deliverables expected that fall within the obligations of the Agreement for the duration of the notice period. In the event that the Consultant submits a notice of termination, Consultant shall be expected to complete any deliverables that fall within the duration of the notice period unless the Client expressly and in writing releases the Consultant from such obligations. Assuming the Consultant completes all duties obligated by this Agreement to the completion of the notice period, Client shall compensate the Consultant on a prorated basis through the date of the end of the notice period.

#### 5. Modification

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when reduced in writing and duly executed by all parties.

#### 6. Severability

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

#### 7. Relationship of Parties

For purposes of this Agreement, Client and Consultant are independent contractors. Both parties acknowledge and agree that Consultant's engagement is not exclusive, and that Consultant may provide other clients similar services, so long as the Consultant keeps confidential all information and knowledge gained associated with the work outlined in this Agreement, and that Consultant does not utilize any work product or information produced through this Agreement with any other client without the express written permission of the Client. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts, or liabilities for the other.

#### 8. Confidential Information

All Confidential Client Information (as hereinafter defined) acquired by the Consultant



as a result of this Agreement shall be considered entirely confidential and shall not be shared with any other individual, organization or entity other than an authorized representative of the Client. All employees, agents, and contractors of the

Consultant shall be bound by this confidentiality requirement, whether or not such individual works directly on the obligations of this Agreement. Confidential Client Information shall mean any nonpublic information acquired by the Consultant in connection with performing services for the Client.

#### 9. Ownership of Client Information

All information, including but not limited to any tangible documents or materials and any information communicated verbally from Client to Consultant in connection with this Agreement are and shall remain the property of Client.

#### **10.** Ownership of Work Product

All original works of authorship, including documents, datasets, analysis, or any other production of information that results from the performance by Consultant of its duties hereunder, will be and will remain the sole and exclusive property of the Client. Consultant shall not disseminate, replicate, publicize, utilize or otherwise appropriate any work product produced as a result of this Agreement without the express written permission of the Client. Consultant also acknowledges that ownership in Client's Confidential Information will remain the sole and exclusive property of the Client.

#### **11. General Provisions**

- a. <u>Governing Law.</u> This Agreement shall be construed in accordance with the laws of the State of Florida.
- b. <u>Indemnification</u>. The Client agrees to indemnify, save and hold harmless the Consultant from any and all liens, charges, demands, claims, losses, costs, judgments and liabilities of any kind and nature, except for those arising from the Consultants' own negligent actions, that may arise from tortious conduct on the part of the Client. The Consultants agree hereby to indemnify and hold harmless the Client from any and all claims which may arise out of and in the course of the performance of its duties hereunder which are the result of its negligence or otherwise tortious conduct. The Consultant hereby waives any and all claims for unemployment benefits and or claims for workers' compensation benefits, and Consultant agrees to maintain its own separate policies of liability, health, and accident insurance in connection with the performance of its duties herein.

#### 12. Compliance with Applicable Laws

The parties agree to abide by all Federal, State, and local laws and regulations in the execution of all obligations in the Agreement.



#### 13. Notices

Any notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered when delivered

in person, two (2) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service to the recipient at the following address or facsimile number, or to such other address or facsimile number as to which the other party subsequently shall have been notified in writing by such recipient:

If to the Client:

Q-Q Research Consultants 6625 Miami Lakes Drive Suite 441 Miami Lakes, Florida 33014 ATTN: Sandra William

If to Consultant:

We Are All We Need Tallahassee, FL ATTN: Kevin M. Warren

#### 14. Waiver

Either parties' failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each andevery other provision of this Agreement. The rights granted the parties herein are cumulative, and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

#### **15.** Entire Agreement

With respect to its subject matter, this Agreement and its Exhibits constitute the entire understanding of the parties superseding all prior agreements, understandings, negotiations and discussions between them whether written or oral, and there are no other understandings, representations, warranties or commitments with respect thereto.



**IN WITNESS WHEREOF,** the parties have executed this Agreement effective as of the date first written above.

#### Q-Q RESEARCH CONSULTANTS, LLC

\_\_\_\_\_

By: \_\_\_\_\_\_ Name: Sandra Williams, PhD Title: Chief Executive Officer Date: \_\_\_\_\_

WE ARE ALL WE NEED

By: \_\_\_\_\_\_ Name: Kevin M. Warren Title: Founder & Executive Director Date: \_\_\_\_\_



# ATTACHMENT A Statement of Work

Deliverable	Description	Timeline
Feedback	Provide feedback on CBO survey	11/17/2021
Survey Administration	Advertise online survey to community-based organizations in Leon County. Send survey link and periodic reminders	11/18/21 - 12/6/21
Recruitment for Focus Groups	<ul> <li>Advertise, recruit, and confirm participation for (1) Provider focus groups for Leon County CBOs</li> <li>Advertise, recruit, and confirm participation for (6) parent focus groups and (1) youth focus group. Recruitment for the parent and youth focus groups will be done in collaboration with UPHS to ensure diversity</li> <li>Provide QQ Research with weekly recruitment updates</li> <li>Obtain prior approval from CSC of Leon for all public announcements</li> </ul>	11/22/21 – 12/27/21



### ATTACHMENT B Payment Schedule

Due Date	Amount
22-January-14	\$2 345 00

<b>Contract Total</b>	\$2,345.00

The due dates above serve as a guide for payment throughout the contract period; however, if the contract deliverables are completed and submitted in advance of the final payment due date, the remaining balance may be paid in full after receipt and approval of the final deliverable.

### Proposed Key Outcomes by Priority Area Children's Services Council of Leon County Needs Assessment, 2022

#### Success in School & Life

- Kindergarten Readiness
- Grade promotion/retention in early grades
- Early social emotional skills
- Preschool & Kindergarten Expulsion/Suspension
- School attendance/missed school days (Absent 21 days & absent 10% or more)
- 3rd grade ELA proficiency rate
- 8th grade math proficiency rate
- Grade promotion/retention in early grades
- HS on-time graduation rate
- HS on-time graduation rate (with disabilities)
- Educational attainment
- Juvenile crime Contacts with the juvenile justice system
- Juvenile crime Recidivism rates
- Out-of-school suspension rates
- At-school incident reports
- At-school incident reports (gang related)

#### Healthy Children, Youth & Families

- Infant mortality rate
- Maternal mortality rate
- Birth weight
- Child immunization rates
- Child and youth obesity rates
- Child and youth chronic illness rates
- Asthma rates among current students
- Child dental health
- Children and youth having a medical home (primary doctor)
- Children and youth without health insurance
- Child mortality rates
- Suicide rate in youth 10-19 years old in County
- Rates of non-fatal intentional self-harm injury in youth under 18 years old. Rate per 100,000 youths
- Rate of children receiving mental health services
- Rate of youth with a serious mental health disturbance
- Rate of young adult hospitalizations for mental health disorders
- Rate of high school students using drugs/alcohol in the past 30 days

#### Stable & Nurturing Families & Community

- Teen employment
- Teens not in school and not working
- Births to mothers under age 20
- Rate of youth with a serious mental health disturbance
- Rate of young adult hospitalizations for mental health disorders
- Juvenile crime Contacts with the juvenile justice system
- Juvenile crime Recidivism rates
- HS on-time graduation rate
- HS on-time graduation rate (with disabilities)
- Post-secondary educational attainment (including tech/trade)
- % food insecure households
- % ALICE households
- % of children in poverty
- % homeless schoolchildren
- % housing cost burdened
- % of children in Foster Care in County Level (by Race)
- Children experiencing abuse or maltreatment
- Minor children affected by dissolution of marriage
- % of transitional (post foster care) youth who are homeless
- % of transitional (post foster care) youth in postsecondary education

#### Agenda Item

Committees & Reports: Treasurer's Report

#### Attachments:

- 1. Detailed Income & Expense Report, December 2021
- 2. Income & Expense Report, December 2021
- 3. Income & Expense Budget V. Actual, October 2021-December 2021
- 4. Detailed Income & Expense Report, October 2021-December 2021

# Children's Services Council of Leon County Detailed Income and Expense Report

December 2021

	Туре	Date	Num	Name	Memo	Amount
	Income/Expense					
Incom Ad	e Valorem Proceed	ds				
Depos Depos		12/17/2021 12/30/2021			Deposit Deposit	3,348,978.2 944,785.9
	tal Ad Valorem Pro				Deposit	4,293,764.2
	erest					.,,
Depos		12/31/2021			Deposit	145.2
Tot	tal Interest					145.
Total Ir	ncome					4,293,909.
Expen	se ntract Services					
	Accounting Fees					
Bill		12/02/2021	4445	Grayson Accounting Consulting P.A.	Accounting services - Nov. 2021	450.
	Total Accounting	Fees				450.0
Bill	General Counsel	12/06/2021	76830	Bryant Miller Olive P.A.	Legal services thru 11/30/21	7,957.
	Total General Co			,	5	7,957.
	Interim Administ	rator				
Bill		12/02/2021	04	Granger44 Consulting LLC	Interim Administrator Services - Dec. 2021	8,333.
	Total Interim Adm	inistrator				8,333.
Bill	Program Special	list & Admin. 12/07/2021	0051	Windwood Communications LLC	Dec. 2021 - Operations Management	5,000.
	Total Program Sp	ecialist & Admin.				5,000.
Tot	tal Contract Servic	es				21,741.0
Em Bill	ployment Search	Fees 12/07/2021	12/07/2021	21st Century Council	Technical assistance	2,400.0
	tal Employment Se		/01/2021			2,400.
	erest expense					_,
Bill	erest expense	12/21/2021	122121	Leon County Office of Management and	Interest expense	337.
Tot	tal Interest expens	e				337.
	an Repayment (L		100101		Los Densmuch Drivering	450,000
Bill		12/21/2021	122121	Leon County Office of Management and	Loan Repayment - Principal	150,000.
	tal Loan Repayme					150,000.
	scellaneous expe Postage and Co	urier				
Bill		12/20/2021	12/20/2021	Theodore Granger	P.O. Box rental - reimbursement	161.
	Total Postage and	d Courier				161.
Bill	Printing and Cop	<b>ying</b> 12/16/2021	12/16/2021	Theodore Granger	Printing reimbursement	17.0
	Total Printing and	l Copying				17.
	Software					
Check Bill	(	12/15/2021 12/20/2021	INV-212663	Bill.com IT Partner LLC	Office 365 & Exchange	85. 100.
	Total Software					185.
Tot	tal Miscellaneous	expenses				364.
Total E	Expense					174,843.
	ary Income					4,119,066.3
come						4,119,066.

# Children's Services Council of Leon County Income & Expense Report December 2021

	TOTAL
Ordinary Income/Expense	
Income	
Ad Valorem Proceeds	4,293,764.20
Interest	145.25
Total Income	4,293,909.45
Expense	
Contract Services	
Accounting Fees	450.00
General Counsel	7,957.75
Interim Administrator	8,333.33
Program Specialist & Admin.	5,000.00
Total Contract Services	21,741.08
Employment Search Fees	2,400.00
Interest expense	337.50
Loan Repayment (Leon County)	150,000.00
Miscellaneous expenses	
Postage and Courier	161.00
Printing and Copying	17.63
Software	185.90
Total Miscellaneous expenses	364.53
Total Expense	174,843.11
Net Ordinary Income	4,119,066.34
let Income	4,119,066.34

# Children's Services Council of Leon County Income & Expense Budget vs. Actual October through December 2021

@ 25% of fiscal year

	Oct - Dec 21	Budget	\$ Over Budget	% of Budget
rdinary Income/Expense				
Income				
Ad Valorem Proceeds	6,037,082.88	7,252,277.00	-1,215,194.12	83.2%
Interest	165.89			
Loan Proceeds (Leon County)	90,000.00			
Total Income	6,127,248.77	7,252,277.00	-1,125,028.23	84.5%
Expense				
Compensation & Benefits				
Employee Benefits	0.00	56,250.00	-56,250.00	0.0%
Salaries	0.00	187,506.00	-187,506.00	0.0%
Total Compensation & Benefits	0.00	243,756.00	-243,756.00	0.0
Contract Services				
Accounting Fees	2,825.00	50,000.00	-47,175.00	5.7%
Audio/Video	750.00			
General Counsel	27,506.56	50,000.00	-22,493.44	55.0%
Interim Administrator	58,333.31	16,668.00	41,665.31	350.0%
Program Specialist & Admin.	20,000.00	20,000.00	0.00	100.0%
Total Contract Services	109,414.87	136,668.00	-27,253.13	80.1
Employment Search Fees	2,400.00			
Interest expense	337.50	6,000.00	-5,662.50	5.6
Loan Repayment (Leon County)	150,000.00	400.000.00	-250,000.00	37.5
Miscellaneous expenses	,	,	200,000.00	0110
Awards & Recognition	44.02			
Capicity Bldg & Tech Training	0.00	5,000.00	-5,000.00	0.0%
Communications	0.00	4,500.00	-4,500.00	0.0%
Community Awareness/Engagement	0.00	1,000.00	-1,000.00	0.0%
Dues & Subscription	0.00	7,000.00	-7,000.00	0.0%
	970.83	2,500.00	-1,529.17	38.8%
Insurance - Liability, D and O	0.00	2,500.00	-2,500.00	0.0%
IT Hardware		-		
IT Services (Web & Email)	0.00	1,000.00	-1,000.00	0.0%
Licenses & Fees	175.00	2 500 00	2 500 00	0.00/
Misc expenses	0.00	3,500.00	-3,500.00	0.0%
Office Supplies	36.85	2,750.00	-2,713.15	1.3%
Postage and Courier	161.00			
Printing and Copying	17.63			0.00/
Publication (Legal Adv)	0.00	7,500.00	-7,500.00	0.0%
Research	2,631.47			
Software	349.96			
Travel and Meetings				
Conference, Convention, Meeting	149.84	1,500.00	-1,350.16	10.0%
Travel	1,421.86	3,500.00	-2,078.14	40.6%
Total Travel and Meetings	1,571.70	5,000.00	-3,428.30	31.4%
Total Miscellaneous expenses	5,958.46	42,250.00	-36,291.54	14.1
Needs Assessment	27,977.30	250,000.00	-222,022.70	11.2
Program & Financial Software	0.00	150,000.00	-150,000.00	0.0
Reserves/Community Grants	0.00	6,023,603.00	-6,023,603.00	0.0
Total Expense	296,088.13	7,252,277.00	-6,956,188.87	4.1
		-	5 004 400 04	100 0
et Ordinary Income	5,831,160.64	0.00	5,831,160.64	100.0

#### Children's Services Council of Leon County Detailed Income and Expense Report October through December 2021

Ordinary Incomit Exponse Income Av Valorem Proceeds Deposit         1126/2021 126/2021         Deposit         Deposit           Deposit         127/2021 Deposit         Deposit         Deposit         Deposit           Deposit         127/2021 Deposit         Deposit         Deposit         Deposit           Total AV Valuem Proceeds Becolit         128/2021 Deposit         Deposit         Deposit         Deposit           Total Interest         Deposit         128/2021 Deposit         Deposit         Deposit         Deposit           Total Interest         Deposit         1109/2021 Total Interest         Deposit         Deposit         Deposit           Exposit         1109/2021 Total Interest         424 4 Compose Accounting Consulting PA. Accounting Services - 0d: 2021 Accounting Services - 0d: 2021 Acco	Amount	Memo	Name	Num	Date	Туре
Under Processi         10002001         Decode in 10002001         Decode in 10002001           Decode in 10002001         Under Processi         Decode in 10002001         Decode in 10002001           Decode in 10002001         Under Processi         Decode in 10002001         Decode in 10002001           Decode in 10002001         Under Processi (Lon County)         Decode in 10002001         Decode in 10002001           Total Interest         Decode in 10002001         Decode in 10002001         Decode in 10002001         Decode in 10002001           Total Interest         Decode in 10002001         Under Processi (Lon County)         Decode in 10002001					kpense	
Depoit     1108/2021     Depoit     Depoit       Depoit     1126/2021     Depoit     Depoit       Total Ad Valcem Proceeds     Depoit     Depoit     Depoit       Depoit     120/2021     Depoit     Depoit       Total Ad Valcem Proceeds     Depoit     Depoit     Depoit       Total Interd     University     Depoit     Depoit       Total Loan Proceeds (Lan County)     Depoit     Depoit     Depoit       Total Loan Proceeds (Lan County)     Cars Proceeds     Jul - Sep 2021 Accounting periods       Contract Services     Accounting Fee     Jul - Sep 2021 Accounting periods       Accounting Fee     Carseon Accounting Consuling P.A.     Accounting periods       Total Accounting Fee     Sep 2021 Accounting periods     Accounting periods       Total Accounting Fee     Sep 2021 Accounting periods     Accounting P.A.       Total Accounting Fee     Sep 2021 Accounting periods     Accounting P.A.       Total Accounting Fee     Sep 2021 Accounting P.A.     Accounting periods       Total Accounting Fee     Sep 2021 Accounting P.A.     Accounting periods       Total Accounting Fee     Sep 2021 Accounting P.A.     Accounting periods       Total Accounting Fee     Sep 2021 Accounting P.A.     Accounting periods       Total ActioVideo     Sep 2021 Accounting P.A.     Ac					Proceeds	
Deposit         12/3/2021 Deposit         Deposit         Deposit           Total Ad Valorem Proceeds 10/3/2021         Energy (1)/2021 Deposit         Deposit         Deposit           Total Information (2)/2021         Deposit         Deposit         Deposit           Total Information (2)/2021         Deposit         Deposit         Deposit           Total Information (2)/2021         Deposit         Deposit         Deposit           Total Information (2)/2021         Information (2)/2021         Crayon Accounting Consulting PA. Crayon Accounting Envirose         Deposit           Total Information (2)/2021         Information (2)/2021         Crayon Accounting Consulting PA. Crayon Accounting Envirose         Deposit           Total Accounting Envirose         Envirose (2)/2021         Crayon Accounting Consulting PA. Crayon Accounting Envirose         Deposit           Total Accounting Envirose (2)/2021         Crayon Accounting Consulting PA. Crayon Accounting Envirose (2)/2021         Deposit         Deposit           Total Accounting Envirose (2)/2021	92,453.24	Deposit				
Deposit         12302021         Deposit         Deposit           Trait Affection Proceeds         Deposit         Deposit         Deposit         Deposit           Deposit         123102021         Deposit         Deposit         Deposit         Deposit           Deposit         123102021         Deposit         Deposit         Deposit         Deposit           Table Hender         Table Section Control         Deposit         Deposit         Deposit           Table Lean Proceeds (Leon Control         Control Section Control         Section Control         Deposit           Table Lean Proceeds (Leon Control         Control Section Control         Control Section Control         Accounting Point         Accounting Point           Bill         11(192021         4245         Grayson Accounting Consulting PA.         Accounting services - Not. 2021         Accounting Point           Table Avalacytice         11(192021         4439         Grayson Accounting Consulting PA.         Accounting services - Not. 2021         Accounting Point         Accounting Section PA.         Accounting Section PA.         Accounting Section Point         Accounting Section Point         Accounting Point         Acco	1,650,865.44					
Total Ad Valuem Proceeds         Deposit         103/0201 Deposit         Deposit         Deposit           Total Jong Proceeds         Los Opcoeds         Deposit         Deposit         Deposit           Total Learn Total Advances         Los Opcoeds         Deposit         Deposit         Deposit           Total Learn Total Advances         Los Opcoeds         Los Opcoeds         Deposit         Deposit           Total Learn Total Advances         Los Opcoeds         Los Opcoeds         Deposit         Deposit           Total Learn Total Advances         Los Opcoeds         Los Opcoeds         Los Opcoeds         Deposit           Total Advances         Los Opcoeds	3,348,978.29					
$ \begin{array}{c c c c c c } \hline  c c c c c c c c c c c c c c c c c c $	944,785.91	Deposit				·
Depoit 103/1021 / 103/1021 / 103/1021         Depoit 103/1021 / 103/1021         Depoit 103/1021 / 103/1021           Total Internor         Depoit 100/1021 / 103/1021         Depoit 100/1021 / 103/1021           Total Internor         Depoit 100/1021 / 103/1021         Depoit 100/1021 / 103/1021           Total Internor         Services Control 100/1021 / 103/1021         Add Services Control 100/1021 / 103/1021           Reservice Control 100/1021 / 103/1021 / 103/1021         4423         Grayon Accounting Consulting P.A. Accounting services / Od 2021           Bit 101/102021 / 103/1021 / 103/1021         4423         Grayon Accounting Consulting P.A. Accounting services / Od 2021           Bit 11/102021 / 103/1021 / 103/1021 / 103/1021         4423         Grayon Accounting Consulting P.A. Accounting services / Od 2021           Bit 11/102021 / 103/1021 / 103/1021 / 103/1021         103/1020/1021         Grayon Accounting Consulting P.A. Accounting services / Od 2021           Bit 11/102021 / 103/1021 /	6,037,082.88				orem Proceeds	
Deposit         11/30/2021 12/31/2021         Deposit         Deposit           Image:	0.46	Deposit			10/31/2021	
Deposit         1/23/2021         Deposit         Deposit         Second Process (Leon County)           Loan Process (Leon County)         Deposit	20.18					
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	145.25					
Depoit         11/02/02/02         11/02/02/02<	165.89	-				Total Interest
Table Loan Proceeds (Leon County)         Table Services         Table Services           Table Services         Table Services         Table Services         Services           Bit 1019/02/21 4439         Grayson Accounting Consulting P.A. Counting services - Nov. 2021         Accounting Services - Nov. 2021           Bit 1120/02/1 7010         C1-000023980         Table Accounting Consulting P.A. Grayson Accounting Consulting P.A. Counting services - Nov. 2021         Accounting Services           Bit 1120/02/1 7010         C1-000023980         Part Miller Olive P.A. Legal services         Legal services           Bit 1019/1702/1 70503         Part Miller Olive P.A. Legal services         Legal services         Legal services           Bit 1019/1702/1 70503         Part Miller Olive P.A. Legal services         Legal services         No. 2021           Bit 1019/1702/1 70503         Part Miller Olive P.A. Legal services         Legal services         No. 2021           Bit 1019/1702/1 702/1 702/1 70303         Gragger/4 Consulting LC Gr	90,000.00	Deposit				
Contract Services           Contract Services <td>90,000.00</td> <td></td> <td></td> <td></td> <td></td> <td></td>	90,000.00					
Contract Services Contract Services Contract Services           Number Services Bill         Contract Services (1)192021         4424 4439         Grayson Accounting Consulting P.A. Accounting services - Oct. 2021 Accounting services - Nov. 2021           Bill         11/29/2021         01.000023980         Tatlahassee Community College Braymant Miller Olive P.A. Legal services Braymant Miller Olive P.A. Legal services Braymant Miller Olive P.A. Legal services Thur 11/30/21         Legal services Legal services Braymant Miller Olive P.A. Legal services Thur 11/30/21           Bill         10/11/2221         76889 Bryant Miller Olive P.A. Legal services Thur 11/30/21         Legal services Braymant Miller Olive P.A. Legal services Thur 11/30/21           Bill         10/01/2221         03         Granger4 docusuling LLC Granger4 docusuling LLC         Interim Administrator Services - Dec. 2021           Bill         10/01/2221         04         Granger4 docusuling LLC Granger4 docusuling LLC         Interim Administrator Services - Dec. 2021           Bill         10/01/2221         042         Windwood Communications LLC Windwood Communications LLC         Oct. 2021 - Operations Management	6,127,248.77	-				Total Income
Contract Services           Not counting Foos         Jul 10/10/2021         4443         Grayson Accounting Consulting PA         Accounting services - 0d. 2021           Bill         10/10/2021         4443         Grayson Accounting Consulting PA         Accounting services - Nov. 2021           Bill         11/12/2021         C1-000023880         Taliahassee Community College         AVE Equipment & Support (12/16/21 Council Meeting)           Bill         11/12/2021         76830         Bryant Miller Olive PA.         Legal services           Bill         11/11/2021         76830         Bryant Miller Olive PA.         Legal services           Bill         11/11/2021         76830         Bryant Miller Olive PA.         Legal services           Bill         11/10/2021         01         Colspan="2">Colspan="2">Colspan="2">Colspan="2"           Total Counsel         Imprint Mathinstrator Services         Not 2021           10/10/2021         01         Colspan="2"	0,127,240.77					Total Income
Bill       10/14/2021       4424       Grayson Accounting Consulting PA.       Jaccounting services         Bill       11/20/2021       4445       Grayson Accounting Consulting PA.       Accounting services - 0d. 2021         Bill       11/20/2021       4445       Grayson Accounting Consulting PA.       Accounting services - 0d. 2021         Bill       11/20/2021       C1-000023900       Tallahassee Community College       AV Equipment & Support (12/16/21 Council Meeting)         Bill       10/11/2021       76389       Bryant Miller Olive P A.       Legal services         Bill       10/11/2021       76839       Bryant Miller Olive P A.       Legal services         Bill       10/11/2021       76839       Bryant Miller Olive P A.       Legal services         Bill       10/11/2021       76830       Bryant Miller Olive P A.       Legal services         Bill       10/01/2021       01       Granger44 Consulting LLC       Interim Administrator Services - Nov. 2021         Total Ceneral Coursel       10/01/2021       04       Granger44 Consulting LLC       Interim Administrator Services - Nov. 2021         Bill       10/01/2021       044       Windwood Communications LLC       Oct. 2021 - Operations Management         Bill       10/01/2021       044       Windwood Communications LLC						Contract Se
Bill       11/16/2021       4439       Grägen Accounting Consulting P.A. Grayen Accounting Consulting P.A. Accounting services - Nov. 2021       Accounting services - Nov. 2021         Bill       1/20/2021       C1-000023980       Talahassee Community College       AV Equipment & Support (12/16/21 Council Meeting)         Bill       1/20/2021       76380       Bryant Miller Olive P.A. Legal services       Legal services Legal services         Bill       1/11/2021       76380       Bryant Miller Olive P.A. Legal services       Legal services         Bill       1/20/2021       76380       Bryant Miller Olive P.A. Legal services       Legal services         Bill       1/11/2021       76380       Bryant Miller Olive P.A. Legal services       Legal services         Bill       1/20/2021       01       Granger4 Consulting LLC       Interim Administrator Services - Nov. 2021         Interim Administrator       10/20/2021       04       Granger4 Consulting LLC       Interim Administrator Services - Nov. 2021         Bill       10/20/2021       04       Granger4 Consulting LLC       Interim Administrator Services - Nov. 2021         Bill       1/20/2021       044       Windwood Communications LLC       Oct. 2021 - Operations Management Nov. 2021 - Operations Management 1/20/2021       044         Bill       1/20/2021       044       Windwood Commu	1,775.00	Iul - Sen 2021 Accounting services	Gravison Accounting Consulting D A	11.21		
Bill         12022021         4445         Grayson Accounting Consulting P.A.         Accounting services - Nov. 2021           Total Accounting Fees         1129/2021         C1-000023980         Tallahassee Community College         AV Equipment & Support (12/16/21 Council Meeting)           Bill         11/19/2021         76838         Bryant Miller Olive P.A.         Legal services           Bill         10/11/2021         76830         Bryant Miller Olive P.A.         Legal services           Bill         10/11/2021         76830         Bryant Miller Olive P.A.         Legal services           Bill         10/11/2021         76830         Bryant Miller Olive P.A.         Legal services           Bill         10/02/021         01         Granger44 Consulting LLC         Interim Administrator Services         Nov. 2021           Bill         10/02/021         03         Granger44 Consulting LLC         Interim Administrator Services         Nov. 2021           Bill         10/02/021         042         Windwood Communications LLC         Nov. 2021 - Operations Management           Bill         10/02/021         0042         Windwood Communications LLC         Nov. 2021 - Operations Management           Bill         10/02/021         0044         Windwood Communications LLC         Nov. 2021 - Operations Management	600.00					
AudioVide 1129/2021C1-000023980Tallahassee Community CollegeAV Equipment & Support (12/16/21 Council Meeting)Bill Bill1120/202176339Bryant Miller Olive P.A. Bryant Miller Olive P.A. Bryant Miller Olive P.A. Egai services Legai services Nov. 2021Bill Bill Bill1002/2021 1002/202101 Granger44 Consulting LLC Granger44 Consulting LLC Granger44 Consulting LLC Bill 1002/2021Interim Administrator Services - Nov. 2021 Interim Administrator Services - Nov. 2021 Operations Management Windwood Communications LLC Windwood Communications LLC Nov. 2021 - Operations Management Nov. 2021 - Operations Management <td>450.00</td> <td></td> <td></td> <td></td> <td></td> <td></td>	450.00					
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Bill     11/10/2021     11/10/2021     Theodore Granger     D&O Insurance - reimbursement	44.02				•	
-	970.83	D&O Insurance - reimbursement	Theodore Granger	11/10/2021		
	970.83					
Licenses & Fees Bill 10/01/2021 85567 Department of Economic Opportunity Special District Fee	175.00	Special District Fee	Department of Economic Opportunity	85567		
Total Licenses & Fees	175.00	-			enses & Fees	Total Lice

	Туре	Date	Num	Name	Memo	Amount
	Office Supplies					
Bill		10/01/2021	*SR260211*	Christopher B. Roe	Corporate seal - reimbursement	36.85
	Total Office Supp					36.85
F Bill	Postage and Cou	u <b>rier</b> 12/20/2021	12/20/2021	Theodore Granger	P.O. Box rental - reimbursement	161.00
т	Fotal Postage and	d Courier		-		161.00
F	Printing and Cop	ying				
Bill		12/16/2021	12/16/2021	Theodore Granger	Printing reimbursement	17.63
Т	Fotal Printing and	l Copying				17.63
F Bill	Research	11/05/2021	P073865-102521	Florido Deportment of Loolth	Dublic Decende Decucet	0.604.47
	Fatal Danasan	11/05/2021	P073603-102321	Florida Department of Health	Public Records Request	2,631.47
	Fotal Research					2,631.47
Check Check Check Bill	Software	10/15/2021 11/16/2021 12/15/2021 12/20/2021	INV-212663	Bill.com Bill.com Bill.com IT Partner LLC	Office 365 & Exchange	83.72 80.34 85.90 100.00
Т	Fotal Software				C C	349.96
	Fravel and Meeti	nas				
Bill		Convention, Mee 10/08/2021		Windwood Communications LLC		440.04
BIII	<b>T</b>		10182021	Windwood Communications LLC	Lunch - ITN Negotiation 10-11-21	149.84
		nce, Convention,	Meeting			149.84
Bill Bill Bill	Travel	10/08/2021 10/08/2021 10/08/2021	cl102821 jm10082021 10182021	Chris Letsos Joe Mahoney Windwood Communications LLC	Travel reimbursement Travel Reimbursement Travel expense reimbursement	535.91 636.19 249.76
	Total Travel					1,421.86
Т	Fotal Travel and I	Veetings				1,571.70
Tota	I Miscellaneous	expenses				5,958.46
	ds Assessment					
Bill		11/30/2021	1891	Q-Q Research Consultants LLC	Final Project Governance Document	27,977.30
Tota	I Needs Assessm	nent				27,977.30
Total Ex	pense					296,088.13
Ordinar	y Income					5,831,160.64
ome						5,831,160.64

#### Agenda Item

**Council Policies** 

#### Attachments:

- 1. Resolution 2022-03: Investment Guideline Options (Page 73)
- 2. Draft Talent & Culture Policies
  - a. Talent Selection (Page 75)
  - b. Team Member Conduct (Page 78)
  - c. Attendance & Leave (Page 91)
- 3. Draft Information Technology Device Management Policy (Page 105)

#### **RESOLUTION 2022-03**

A RESOLUTION OF THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, ACCORDANCE IN WITH SECTION 218.415(17), FLORIDA STATUTES; AND **PROVIDING AN EFFECTIVE DATE.** 

**SECTION 1. AUTHORITY.** This Resolution of the Children's Services Council of Leon County ("CSC Leon") is adopted pursuant to Ordinance No. 2018-13 adopted by the Board of County Commissioners of Leon County, Florida on June 19, 2018, as approved by the electorate of Leon County at the general election conducted on November 3, 2020, section 125.901, Florida Statutes, chapter 189, Florida Statutes, and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared as follows:

(A) CSC Leon is an independent special district established by ordinance of Leon County, Florida (the "County") and approved by the electors of the County to provide children with early learning and reading skills, development, treatment, preventative and other children's services.

(B) Section 218.415, Florida Statutes provides that units of local government such as CSC Leon shall adopt a written investment policy for public funds in excess of the amounts needed to meet current expenses, or meet certain alternative investment guidelines as set forth therein.

(C) The Governing Council of CSC Leon (the "Governing Council") desires to adopt the alternative investment guidelines set forth in section 218.415(17) for the investment of public funds in excess of amounts needed to meet current operating expenses.

#### SECTION 3. AUTHORIZED INVESTMENT GUIDELINES.

(A) In lieu of adopting a written investment policy, the Governing Council hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses set forth in section 218.415(17), Florida Statutes.

(B) In accordance therewith, CSC Leon may invest or reinvest any surplus public funds under its control or possession in:

(1) The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in section 163.01, Florida Statutes.

(2) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(3) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in section 280.02, Florida Statutes.

(4) Direct obligations of the U. S. Treasury.

(C) Securities listed in subparagraphs (3) and (4) above shall be invested to provide sufficient liquidity to pay obligations of CSC Leon as they come due.

**SECTION 4. EFFECTIVE DATE**. This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** this 20th day of January, 2022.

## CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

Chair

ATTEST:

**Executive Director** 

[SEAL]

## Children's Services Council of Leon County (CSC Leon)

# **Talent Selection**

## Recruitment

The Children's Services Council of Leon County (CSC Leon) is an Equal Employment Opportunity Employer.

Applicants are recruited based on job requirements. CSC Leon recognizes the opportunity to fill positions from internal candidates possessing the desired qualifications, and to promote from within whenever possible.

Job opportunities are communicated through job postings on at least one of the following: CSC Leon website, internal bulletin boards, paid advertisements, public service notifications, notifications to community organizations and any other means deemed necessary by the Executive Director or designee.

## **Consideration of Applications**

The Office Manager deems applications to be valid for consideration when:

- The application is submitted before the deadline date.
- The application is filed using the prescribed recruitment software.
- The application is substantially complete.
- The application reflects that the applicant possesses the required knowledge, skills, ability, and experience.
- The application is not in any way falsified.
- The application reflects that the employment of the applicant would not violate the CSC Leon's nepotism policy.
- The application reflects that the applicant meets other valid and lawful employment requirements for the position that is vacant.

## Method of Rating and Selection

After the advertising period, applicants will be evaluated to determine eligibility for consideration. Each applicant considered to possess the minimum qualifications, whose application contains a Notice of Layoff from a State of Florida agency or department and whose application does not indicate employment for any period following the issuance of the Notice of Layoff, will be granted an interview by, at minimum, the Executive Director.

CSC Leon gives preference in appointment to eligible veterans and their family members as defined in Chapter 295, Florida Statutes. In order for applicants to claim veteran's preference,

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the documentation required by law must be provided to CSC Leon at the time of the application.

Those applications not meeting the stated minimum qualifications, regardless of layoff status, will be retained by the Office Manager.

Applications are reviewed by the Office Manager and interview candidates are chosen. The number of candidates may vary by the size of the selection pool but must include applications of veteran(s), if applicable, who are eligible for preference.

After completion of the interviews, the Office Manager will conduct at least two telephone employment reference checks on its top candidates.

Upon completion of satisfactory reference checks, the recommendation will be forwarded to the Executive Director, along with relevant written materials. Included in the material should be specific reasons why the chosen applicant is qualified and/or why CSC Leon needs will be served by such a hiring decision; additionally, a brief, but detailed, explanation as to why other applicants were not chosen.

Upon approval by the Executive Director, an offer letter will be written, and proper signature obtained. The Office Manager will extend a job offer, conditioned upon obtaining a signed authorization for the procurement of an investigative consumer report for employment purposes, and a satisfactory background investigation in accordance with all local, state, and federal laws, to the selected candidate, and schedule the new team member start date.

An employee who perceives that they have been treated unfairly in the hiring process, and/or the promotional process, should contact the Office Manager for fact-finding. If determined to be a valid claim, the issue will be investigated further and make known to the Executive Director for response.

## **Initial Placement**

The starting salary for those meeting the minimum qualifications will be the minimum salary in the salary range to which the position is assigned.

All recommendations for exceeding the minimum salary must be agreed upon by the Executive Director or designee prior to the extension of the offer. Education and experience, exceeding the minimum requirements for the position as verified by an associate degree, bachelor's degree, master's degree, doctorate degree, or professional certification, and job-related experience may be considered for higher than minimum initial placement within the salary range.

#### **Probationary Period**

All full or part-time employees will serve a probationary period. The probationary period should be considered the "working test" portion of the evaluation process. It will be utilized to closely observe the employee's work, determine suitability for continued employment, and for ensuring the most effective adjustment of an employee to the position. The probationary period will be three (3) months in duration, unless extended.

The Executive Director, prior to the expiration of the probationary period of a particular employee, may extend the duration of a probationary period. No extension will be allowed that would make the probationary period longer than six (6) months. If an extension of the probationary period is put in place, employee documentation must include a staff development plan complete with timetable, goals and measurements.

During the initial probationary period of an employee, a recommendation may be made to the Executive Director for termination, if the development plan has not been met or the employee violates CSC Leon policy. Should an employee change positions during the probationary period, the employee will serve a complete probationary period in the new position.

#### **Temporary Positions**

Positions with duration of less than three (3) months may be appointed by the Executive Director. Positions with duration of three (3) months or more must follow the normal hiring process, outlined previously.

Pay for Temporary positions shall not exceed the pay range of comparable positions. Duration of need is determined ahead of time.

The maximum duration of any Temporary position should not exceed two (2) years.

#### **Emergency Appointment**

When an emergency makes it impossible to fill a regular position utilizing normal procedures, the Executive Director may appoint any qualified person to such position. Written justification for the appointment will be maintained by the Office Manager.

## Children's Services Council of Leon County (CSC Leon)

## Team Member Conduct Policy

## Policy Statement: Equal Employment Opportunity

It is the policy of CSC Leon to subscribe to the principle of Equal Employment Opportunity. This policy reaffirms the commitment and is implemented to ensure that:

- In accordance with applicable local, state, and federal laws, as amended from time to time, CSC Leon prohibits discrimination in employment, including hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, based on an individual's protected status, including race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, or genetic information.
- Chapter 9, Code of Laws of Leon County, Florida, as amended, prohibits employment practices that discriminate on the basis of age, race, color, religion, national origin, ancestry, disability, marital status, familial status, sex, gender, gender identity or expression, or sexual orientation. The law applies to persons who have five or more employees.
- Florida laws, as amended, prohibit employment practices that discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status (FL Stat. Sec. 760.01 (2014), which covers employers with 15 or more employees), sickle-cell trait (FL Stat. Sec. 448.075 (2014)) and knowledge or belief that the individual has taken a human immunodeficiency virus (HIV) test or the results or perceived results of such test unless the absence of HIV infection is a bona fide occupational qualification of the job in question (FL Stat. Sec. 760.50 (2014)).
- Federal laws, as amended, that prohibit employment practices that discriminate include:
- Title VII of the Civil Rights Act of 1964 (Title VII) This law makes it illegal to discriminate against someone on the basis of race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants' and employees' sincerely held religious practices, unless doing so would impose an undue hardship on the operation of the employer's business.
- Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) This law prohibits employment discrimination based on genetic information about an applicant, employee, or former employee.
- The Pregnancy Discrimination Act This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition

related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

- The Equal Pay Act of 1963 (EPA) This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace.
- The Age Discrimination in Employment Act of 1967 (ADEA) This law protects people who are 40 or older from discrimination because of age.
- Title I of the Americans with Disabilities Act of 1990 (ADA) This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

The following guidelines are followed by CSC Leon:

- Physical standards for employment shall be fair, reasonable, and adapted to the realistic requirements of the job. These standards must reflect actual work conditions, hazards, and essential physical requirements of the job. Such standards shall not be used to eliminate Disabled persons from consideration. Reasonable accommodations will be made for the Disabled.
- Employment decisions are made consistent with the principle of Equal Employment Opportunity.
- All employees are responsible for supporting this policy and for the furtherance of the principle of Equal Employment Opportunity in all Human Resources matters.
- The principle of Equal Employment Opportunity is applied to all other Human Resources activities including compensation, benefits, transfers, reassignments, promotions, demotions, layoffs, separations and disciplinary actions, as well as to education, training, social and recreational programs sponsored by CSC Leon.

All discrimination claims should be immediately reported to the Office Manager. The Office Manager will work with all parties involved to investigate all the facts of the situation.

An analysis of the facts shall be completed by the Office Manager with the results going to the Executive Director. Should a recommendation(s) for corrective action be included, the Executive Director will work with the individuals involved in implementing changes, when appropriate disciplinary measures will be taken.

In all cases, a final summary of findings will be provided to all involved parties.

## **Policy Statement: Workplace Harassment**

CSC Leon will not tolerate harassment whether it occurs in the workplace or outside the workplace. The purpose of this policy is to provide a work environment free of workplace harassment which encourages mutual respect, cooperation and understanding amongst members of CSC Leon.

This policy applies to:

- 1. Members of the Governing Council and all employees.
- 2. Claims of conduct defined as "harassment."
- 3. Harassing conduct committed by vendors, clients, and members of the public will not be tolerated. Harassing conduct by non-employees will be addressed based on the County's control over and business relationship with the alleged harasser.

For purposes of this policy, harassment consists of unsolicited, offensive, or retaliatory behavior based on race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, or sexual orientation, genetic information, or an employee's exercise of their constitutional or statutory rights. Sexual harassment consists of unsolicited, offensive behavior involving sexual overtures or conduct, either verbal or physical. Neither harassment nor sexual harassment refers to occasional comments of a socially acceptable nature to a reasonable person. Harassment refers to behavior that is not welcome, that is personally offensive, that lowers morale, and that, therefore, interferes with the work environment.

Offensive comments about an employee's race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, sexual orientation, or genetic information, or an employee's exercise of their constitutional or statutory rights constitutes harassment when:

- submission to such conduct is made either explicitly or implicitly a term of an individual's employment,
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual,
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an Intimidating, hostile or offensive working environment.

Harassment may also take the form of adverse employment actions such as termination, demotion, or other adverse employment decisions which effect an employee's working conditions, if such actions are taken on the basis of an employee's race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, sexual orientation, genetic information, or an employee's

exercise of their constitutional or statutory rights. Employment actions that are based on an employee's performance or other legitimate reasons are not harassment.

*Reporting:* Any employee who believes he or she has been subjected to workplace harassment must promptly bring the problem to the attention of the Office Manager. If the complaint involves the Office Manager, or you are uncomfortable presenting this issue to the Office Manager, then you should inform the Executive Director.

If a complaint of harassment/discrimination involves a Council Member, you should immediately report the problem to the Executive Director, or the Chairman of the Council. If the complaint involves the Chairman of the Council, or you are uncomfortable presenting the issue to the Chairman, then you should inform the Vice-Chairman of the Council or the Executive Director.

Each complaint will be immediately and thoroughly investigated in a professional manner. Actions taken to investigate and resolve harassment complaints shall be conducted confidentially, to the extent practicable, appropriate, and legal in order to protect the privacy of persons involved. The person who is accused of engaging in harassing behavior will be notified and given an opportunity to respond verbally and/or in writing. Investigation may include interviews with parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have relevant knowledge.

The complainant will be notified of a decision or the status of the investigation in a timely manner. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action, which may include discharge, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.

If deemed to be in the organization's best interest, the complainant, the respondent or both, may be placed on leave with pay during the investigation process. This decision will be made by the Executive Director or the Chairperson of the Council.

## **Policy Statement: Violence Prevention and Intervention Policy**

Violence in the workplace can have a devastating effect on the productivity of organizations and the quality of life of employees. It is the policy of CSC Leon to provide a work environment that is reasonably safe, secure, and free from threats, intimidation, abusive behavior, and physical violence. Acts of physical violence, direct or indirect verbal threats, stalking, aggressive or intimidating behavior, or provocation, which could lead to violence, will not be tolerated.

CSC Leon has developed procedures to identify, report, intervene, and prevent workplace violence. This policy shall apply to all CSC Leon employees and volunteers in the performance of their assigned duties and while in the office.

In addition, CSC Leon reserves the right to review any incident of violent behavior involving an employee, on or off duty, and take appropriate disciplinary and/or legal action to discourage future violent behavior and to protect the safety of employees and the public.

This policy, as stated, shall also apply to members of the public including vendors/contractors who engage in violent behaviors directed against CSC Leon employees or while at CSC Leon events or facilities.

# *Reporting*: All occurrences of violent behaviors shall be taken seriously, and situations of imminent danger should be reported directly to law enforcement.

All CSC Leon employees are responsible for immediately notifying the Office Manager of any actual or potential violent behaviors, which occur in the workplace that they have witnessed, been the victim of, or have knowledge of. Factual information on behaviors observed, the nature and type of violent behaviors, any observed or potential weapons, person(s) involved, time, locations, witness information, and any other relevant information should be included in the report.

Upon being notified of actual or potential acts of violent behaviors, the Office Manager will ensure that the matter is evaluated, appropriate disciplinary action is initiated, and any potential victim(s) receive appropriate assistance regarding their safety, security, referral to counseling and if necessary, other referrals.

Reports of suspected violations of this policy shall be kept confidential to the extent permitted by law, and employees who report such violations will not be retaliated against.

Any employee or volunteer who is convicted of any felony or a misdemeanor of a violent nature, shall within one (1) business day of such action notify the Office Manager in writing of the occurrence. Failure to make such notification shall be grounds for disciplinary action up to and including termination.

*Consequences of Violations*: Any employee who commits an act of violent behavior in the workplace shall be subject to disciplinary action up to and including termination. In addition, such individual may be immediately removed from the premises and suspended without pay, as quickly as safety permits. The suspended employee shall remain off CSC property pending the outcome of an investigation to determine if further action is warranted. Such further action may include a fitness for duty referral through an EAP program, mandatory counseling,

reassignment of job duties, progressive discipline, suspension, termination from employment, and/or criminal prosecution of the person(s) involved.

When a situation requires an investigation in order to determine an employee's involvement in an alleged act of violence in the workplace, the employee(s) under formal investigation or employee(s) participating in a formal investigation, may be placed on Administrative Leave, with or without pay.

Other acts of actual violent behaviors or violations of this policy, and other matters that are reported shall be fully evaluated by the Office Manager in coordination with the Executive Director to determine the appropriate response.

When any other non-CSC Leon employee exhibits threatening behavior, which places employees or other citizens in fear for their safety, brandishes or utilizes a weapon to create fear or intimidation, or engages in violent behaviors on CSC property, the appropriate law enforcement agency shall immediately be notified. CSC Leon may take whatever legal action is appropriate and necessary to prosecute such person(s) and ensure that they are not permitted back in the facility or on CSC property where the violation occurred.

## **Policy Statement: Political Activities**

Every employee will have the right to express his or her views as a citizen, to cast his or her vote as he or she chooses, to hold membership in and to support a political party, or maintain political neutrality. Employees may also attend political meetings and take an active part in political campaigns during off duty hours. However, every employee is prohibited from:

- Using his/her official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office.
- Directly or indirectly coercing, attempting to coerce, commanding, or advising a CSC Leon employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.
- Participating in political activities during scheduled work time.
- Participating as a candidate for public elective office in a partisan primary, general, or special election, will prohibit a person from being principally employed in a federally funded program.

## **Policy Statement: Nepotism**

Notwithstanding the protection under this policy for marital status and familial status, the following policy shall apply regarding the employment of relatives with CSC Leon. For purposes of this policy, "relative" means an individual who is related to an employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife,

Registered Domestic Partner, Same-Sex Spouse, children of the Registered Domestic Partner, children of the Same-Sex Spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or as the father, mother, brother or sister of the employee's Registered Domestic Partner or Same-Sex Spouse.

There shall be the following restrictions on the employment of employee relatives with CSC Leon: A relative of any CSC Leon employee with supervisory responsibility shall not be eligible for employment in or advancement to any position which reports directly to the supervisory employee.

Likewise, a CSC Leon employee shall not be eligible for advancement to any position with direct supervisory responsibility over a position in which a relative is employed.

#### **Policy Statement: Outside Employment**

Employees shall not engage in any employment activity or enterprise, which has been or may be determined to be inconsistent, incompatible, or in conflict with the duties, functions, or responsibilities of their CSC Leon employment.

Employees who desire to accept outside employment in addition to their regular CSC Leon position shall inform the Office Manager in writing of the nature and extent of such outside employment. The Office Manager shall thereupon determine whether such employment conflicts with the duties and responsibilities of said CSC employee. If the Office Manager does determine there is a conflict with the duties and responsibilities of the CSC employee and the outside employment they are seeking, the Office Manager shall then submit that determination to the CSC employee in writing within two weeks of submittal.

#### Policy Statement: Smoking

At no time are lighted tobacco products, including vape pens, allowed in a CSC Leon facility.

## **Policy Statement: Substance Abuse**

The use, sale, dispensing, or possession of illegal drugs, narcotics, and alcoholic beverages are prohibited on CSC Leon premises.

Appropriate disciplinary action will be taken against employees who are in possession of or under the influence of alcohol or illegal drugs while on CSC Leon premises.

## **Policy Statement: Solicitation**

No employee or other person may solicit or be solicited during working hours or in work areas.

No employee may distribute literature in his\her work area or during work hours.

No person may distribute literature to an employee in that employee's work area or during that employee's working hours.

No group insurer or provider of CSC Leon benefits may be permitted access to employee work sites except with prior permission from the CSC Leon Executive Director or designee. Such access, if granted, shall be limited to communication and implementation of new plans and/or administration of existing group policies and shall not be used for the purpose of unapproved solicitation.

## Policy Statement: Access to CSC Leon Property

Employees shall have access to CSC Leon property and facilities during their normally scheduled hours of work, and outside their normal hours of work when on CSC Leon business. However, when not engaged in CSC Leon business, access shall be limited to public areas.

Employees or other persons, not specifically authorized, shall not be permitted to post materials on bulletin boards, which are intended for official CSC Leon business.

Employees shall not be permitted to use CSC Leon facilities, meeting rooms, or conference rooms, or CSC Leon equipment for other than CSC Leon business, unless such facilities or equipment are available in accordance with established policy on a regular basis to the general public in which instance the use of such shall be on the same conditions as for the general public.

## Policy Statement: Public Access to Email

The public shall have access to all records produced by CSC Leon including email. All employees shall work with the Office Manager to make all email transactions available for public inspection.

## Policy Statement: Use of Email, the Internet and Social Media

This policy is designed to protect CSC Leon, its employees and its resources from the risks associated with use of email, the internet and social media. CSC Leon email and internet access while on CSC Leon premises are to be used to facilitate CSC Leon business and only highly-limited, reasonable personal use is permitted. In addition, employees are required to comply with the CSC Leon social media policy. Employees are permitted to briefly visit other non-sensitive internet sites during non-work time, such as break, lunch, and before or after work hours (with prior permission of his or her supervisor). CSC Leon email or internet access systems may NEVER be used in any of the following ways:

- To harass, intimidate, or threaten another person.
- To access or distribute obscene, abusive, libelous, or defamatory material.

- To distribute copyrighted materials that are not authorized for reproduction/distribution.
- To impersonate another uses or mislead a recipient about your identity.
- To access another person's E-Mail, if not specifically authorized to do so.
- To bypass the systems' security mechanisms.
- To distribute chain letters
- To participate in political or religious debate
- To automatically forward messages (e.g., with mailbox rules) to Internet E-Mails addresses.
- To communicate CSC Leon's official position on any matter, unless specifically authorized to make such statements on behalf of CSC Leon
- For any purpose which is illegal, against CSC Leon policy, or contrary to the CSC's best interests.
- To pursue an individual's business interests that are unrelated to the Children's Services Council.
- To conduct any type of personal solicitation.

The CSC Leon has not forbidden all personal use of email. Acceptable uses of email can be compared to those involving the telephone: the communication must be brief, must not interfere with work, must not subject CSC Leon to any additional costs, and must be consistent with the requirements set forth in this policy.

No guarantee can be made for privacy of any communication on the office network; however, authorized system administrators may access private correspondence and files if use is believed to be in violation of this policy.

Adherence to this policy in neither voluntary nor optional. Violation of this policy is grounds for disciplinary action up to, and including, termination of employment.

# Policy Statement: Use of Telephones, Email, and Internet by Employees Who are Victims of Domestic Violence

Employees who are victims or survivors of Domestic Violence, Sexual Violence or Stalking may reasonably utilize CSC Leon-owned phones, computer systems, email and internet systems for safety planning, to conduct research or seek assistance regarding the violence they are experiencing. Such access is permitted to enable employees to use safe phone and computer systems that cannot be monitored or accessed by their abuser. If the employee's work area does not provide privacy, employees may ask the Office Manager to coordinate the use of a private area for such purposes.

## **Policy Statement: Conflict of Interest**

CSC Leon's policy in regard to conflict of interest shall be in accordance with the regulations specified in Sections 112.311-43 of the Florida Statutes. The intent of this law is to prohibit any public official or employee from having interests, from engaging in business activities, and from incurring any obligation "which is in substantial conflict with the proper discharge of his or her duties in the public interest." The law prohibits the following:

- The solicitation or acceptance by any CSC Leon employee of any gift, loan, favor, reward, or service that would cause a reasonably prudent person to be influenced in the discharge of official duties, or that is based upon any understanding that the action and/or judgment of the official or employee "would be influenced thereby."
- A CSC Leon employee from transacting business on behalf of CSC Leon with any agency in which either the employee or a member of the employee's immediate family has a "material interest."
- A CSC Leon employee from accepting compensation to influence any action in his/her official capacity with CSC Leon.
- A CSC Leon employee from using his/her position to secure a special privilege, benefit, or exemption for him/her or others.
- A CSC Leon employee from holding any employment or contractual relationship with any business entity or any agency, which is subject to the regulation of, or is doing business with, CSC Leon.
- A CSC Leon employee from disclosing or using information not available to the general public for his/her personal gain or for the gain of any other person or business entity.

All contractors and suppliers engaging in business transactions with CSC Leon shall be hereby advised of these prohibitions. This policy shall not be interpreted to prevent an employee from engaging in a bona fide business transaction for goods and services from a firm doing business with CSC Leon when no special privilege or benefit is granted or sought by the employee because of his or her status as a CSC Leon employee.

This law also requires that any CSC Leon employee who is "an officer, director, partner, proprietor, associate, or general agent" of or who has a material interest in any business entity regulated by the county or doing business with the CSC Leon, must file a disclosure of such with the Clerk of the Circuit Court.

Other employees may be required to file disclosure statements at the request of the Executive Director.

## **Policy Statement: Dress Code**

It is the intent of this policy that work attire should reflect professionalism at all times. In order to balance CSC Leon's image with an employee's freedom to make his or her own wardrobe

choices, casual business wear will be acceptable in the office environment during regular business hours.

The general parameters for casual business wear include using good judgment about what to wear during workdays. Casual business wear means comfortably fitting, clean, neat clothing, in good condition, that communicates a professional attitude. Dress standards apply to both women's and men's attire.

The following items are inappropriate for office wear: apparel typically worn to the beach or for work in the yard or gym; clothing that is excessively revealing (transparent, or that overly exposes areas of the body such as the midriff or chest); bedroom slippers; garments meant to be worn as underwear; T-shirts or attire with graphics or text endorsing gang membership, obscenity, illegal activities, violence, drugs, alcohol or tobacco.

## Policy Statement: Safety

CSC Leon is interested in the safety and well-being of its employees and continuously monitors working conditions and equipment for compliance with safety requirements. Safety equipment and devices are provided to protect employees. All employees are encouraged to act in a safe manner.

## Policy Statement: Self-Reporting of Arrests/Investigations, and Injunctions of Protection

In the event of an arrest of a CSC Leon employee or when an employee has been notified that they are the focus of a criminal investigation by a local, state, or federal law enforcement agency, the following shall apply:

- It shall be the responsibility of the employee to notify the Office Manager of the arrest/investigation as soon as possible, but no later than at the commencement of the employee's next scheduled work day.
- Upon being notified by the employee of the arrest/investigation, the Office Manager shall notify the Executive Director of the arrest/investigation.
- Failure on the part of a CSC Leon employee to notify the Office Manager of an arrest/investigation may result in disciplinary action up to and including termination of employment.

*Employer Notification – Injunction for Protection*: An Employee who is a Respondent to an Injunction for Protection ("Employee/Respondent") shall notify the Office Manager of such Injunction for Protection as soon as possible, but no later than at the commencement of the Employee's next scheduled work day, if any of the following applies:

- If the Petitioner for such Injunction for Protection is an Employee with whom the Employee/Respondent may come in contact with during such Employee/Respondent's CSC Leon work-related duties; or
- If the Petitioner for such Injunction for Protection is another person with whom the Employee/Respondent may come in contact with during such Employee/Respondent's CSC Leon work-related duties; or
- If the Employee/Respondent used any CSC Leon resources in any of the conduct which gave rise to the Injunction for Protection, as contained in the court records for such Injunction for Protection.

Upon receipt of notification, the Office Manager will notify the Executive Director who will subsequently contact the Council's Attorney to discuss appropriate actions to be taken, if any.

As used in this section:

- "Injunction for Protection" means a court-ordered restriction placed on an individual who has, or who has allegedly, committed acts or, in some cases, made threats of violence against another individual;
- "Petitioner" means the person who is seeking or obtains an Injunction for Protection;
- "Respondent" means the person who is alleged to have engaged in an act or acts of domestic violence, or another form of violence, and whom an Injunction for Protection may be or is issued against;
- The Children's Services Council's "resources" includes, but is not limited to, work time, CSC Leon vehicles, telephones, printers, copiers, FAX machines, mail, e-mail or other CSC Leon resources; and
- "Contact" includes, but is not limited to, phone, e-mail, text, in person, third-party conduit, Internet or social network, and any other contact proscribed by the court in the Injunction for Protection.

## **Policy Statement: Arrests/ Investigations Guidelines**

The following guidelines shall apply regarding employees who have been arrested, are the subject of criminal investigation or who are participating in an internal CSC Leon investigation:

 Employees who have been arrested, who are the subject of criminal investigation, or who have lost driving privileges, insurability, required certifications or the ability to perform their essential job duties as a result of criminal charges/allegations, may temporarily be assigned other duties, placed on special restrictions within their current position or be placed on administrative leave until a final determination is reached regarding the incident which gave rise to the arrest, criminal investigation or loss of driving privileges, insurability or required certification. The period of temporary assignment, special restrictions, or administrative leave is to allow adequate time for court proceedings or criminal investigations to be completed and shall not exceed ninety (90) days. If circumstances require that the employee be placed on administrative leave, the leave shall be paid or unpaid.

- Employees who are the subject of or otherwise involved in an internal CSC Leon investigation may temporarily be assigned other duties, placed on special restrictions within their current position or be placed on administrative leave with or without pay if the employee's absence from the work location is deemed appropriate. The period of temporary assignment, special restrictions, or administrative leave shall not exceed thirty (30) days for any internal CSC Leon investigation. If circumstances require that the employee be placed on Administrative Leave, the leave shall be paid or unpaid.
- Implementation of these guidelines and the utilization of paid or unpaid Administrative Leave is intended to be applied in a uniform manner, based upon the facts and circumstances of the incident giving rise to the leave. However, every situation is different and presents its own unique set of circumstances; therefore, the final decision regarding the manner by which each incident giving rise to the provisions of this section is dealt with, including the use of paid Administrative Leave, shall remain subject to the discretion of CSC Leon though its Executive Director.

## Children's Services Council of Leon County (CSC Leon)

## Attendance and Leave

#### **Hours of Operation**

The hours of operation for the Children's Services Council of Leon County (CSC Leon) shall be determined by the Executive Director in accordance with the needs of the organization. Work schedules may vary according to the needs of the individual teams, subject to the approval of the Executive Director.

#### **Flexible Work Schedules**

All full-time employees are expected to work at least 36 hours per week.

Flextime/staggered work hours and compressed workweeks are permitted to allow employees to work around traffic congestion, school and child care schedules, etc., when it is not in conflict with CSC Leon's operations. However, the operational needs of CSC Leon must come first.

All supervisors are expected to institute reliable managerial controls to ensure that employees arrive and leave at their appointed time and are involved in performing their assigned duties. Employee abuse of flextime/staggered work hours and compressed workweeks may result in withdrawal of flextime privileges or more severe disciplinary actions.

The use of alternative work schedules:

- must not adversely affect the services that are provided to other divisions or the public.
- must not contribute to the need for additional staff.
- must not cause or contribute to the need for staff to work or be paid additional overtime hours.

## **Attendance and Leave Records**

The Office Manager shall maintain complete and accurate attendance and leave records. Biweekly timesheets are due to the Office Manager by 10:00 a.m. on Friday of the end of the biweekly pay period. Notification of exceptions requiring early timesheet turn-in will be made when necessary.

#### Attendance Standards

In order to ensure the efficiency and productivity of CSC Leon operations, regular attendance and arriving at work on time are requirements of continued employment. As a general guideline, over a period of not less than six (6) months, an average of over eight (8) hours a month is excessive time missed from work for whatever reason (except as noted below), regardless of whether the absences are excused, unexcused, paid or unpaid. Absences due to Disability Leave, Parental Leave, Compensatory Leave, Administrative Leave, or Annual Leave, all of which have been scheduled and approved in advance shall not be counted against this standard. Lengthy periods of well-documented illness, as well as other unusual circumstances, will be considered in the context of the overall attendance and employment record in applying this standard.

Notification Requirement: If an absence is unavoidable, employees are required to notify their immediate supervisor of such absence no later than the beginning of their work shift. Excessive absenteeism, tardiness, and failure to notify supervision of an absence are grounds for disciplinary procedures.

Three (3) successive workdays missed without notifying a supervisor shall be considered abandonment of one's position and shall be grounds for automatic termination.

#### Holidays

Holidays shall be designated by the CSC Leon Governing Council, with up to four discretionary days granted at the direction of the Executive Director. All employees normally scheduled to work on the designated holiday shall be paid for the number of hours normally worked that day at his or her rate of pay. When the actual holiday falls on an employee's scheduled workday, the holiday may be observed on the actual holiday instead of the designated holiday. Should the designated holiday not fall on a normal workday of a full time employee, the employee shall be paid for an additional eight (8) hours at his or her rate of pay for the holiday.

When work schedules are adjusted by mutual agreement between employee and Administration, Holiday Pay will be based on a 40-hour workweek. An employee who is not on approved paid leave and fails to report on the scheduled workday before or after a holiday, shall not be paid for the holiday in proportion to their hours regularly worked during the week.

## **Personal Days**

Employees are eligible for twenty-four (24) hours each year. The days off may be scheduled at the employee's convenience, subject to the following provisions:

Upon completion of three (3) months of service, employees become eligible for twenty-four (24) hours of Personal Days during the remainder of the calendar year. Employees with three (3) or more months of service become eligible for new Personal Days each January 1.

Part-time employees are entitled to prorated Personal Days.

Temporary employees are not eligible for Personal Days.

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The Personal Day may be scheduled at any time throughout the calendar year, but may not be carried over into the next calendar year. Approval of the Personal Day is required in advance and is subject to work needs and management approval. A request for the Personal Day shall be submitted in advance to the Office Manager.

Compensation for Personal Days will not be counted as hours worked for overtime calculation purposes. Employees may not exceed twenty-four (24) hours of Personal Days in a calendar year. This includes employees with alternative work schedules. Any remaining leave hours required to complete a payroll will be taken from the employee's available leave balances (annual, compensatory, leave without pay, etc.) and should be noted on the employee's timesheet. Personal Days will be charged on an hour for hour basis and can be used in partial day one-hour increments.

The Office Manager is responsible for maintaining records of Personal Days eligibility and use.

## Leave of Absences – Statutory

In order to assist employees with personal situations that occur in their lives, the Family and Medical Leave Act and the Florida Domestic Violence Act provides for unpaid leave in the event the employee meets certain eligibility requirements as defined by the regulations.

## Family and Medical Leave Act

In accordance with the Family and Medical Leave Act of 1993, eligible employees are entitled to extended leave without pay under specified conditions. Depending upon the reason, employees may elect to substitute their accrued annual, compensatory, swing, or sick leave for any part of the twelve (12) weeks of leave granted under the Act.

Employees must request coverage through the Office Manager who will interpret provisions of the Act not stated below. In general, the Act provides for the following:

Eligible employees are entitled to a total of twelve (12) workweeks of leave during any 12month period when leave is taken for one or more of the following circumstances:

- The birth of a son or daughter of an employee and to care for the child;
- The placement of a son or daughter with an employee for adoption or foster care;
- To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition;
- An employee is unable to perform the functions of the position because of the employee's own serious health condition.

Additionally, under FMLA, eligible employees are entitled to:

• Military Caregiver Leave, which helps families of covered servicemembers (current servicemembers and certain veterans) with a serious injury or illness by providing up to 26

workweeks of FMLA job-protected leave in a single 12- month period to certain eligible family members to care for the covered servicemember; and

 Qualifying Exigency Leave, which helps families of military members in the Regular Armed Forces, as well as the National Guard and Reserves, manage their affairs when the military member is going to be or has been deployed to a foreign country by providing up to 12 workweeks of FMLA job-protected leave in the applicable 12-month leave period to certain eligible family members.

Under FMLA, "son or daughter" means a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Under FMLA, "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents-in-law.

Under FMLA, the term "in loco parentis" refers to the situation of an individual who has day-today responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child; and that a biological or legal relationship is not necessary.

Under FMLA, the term "spouse" means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage and same-sex marriage. Eligible Employees To be eligible for coverage, an employee must:

- Be an employee , full or part-time;
- Have been working for CSC Leon for least twelve (12) months before the leave request; and
- Have worked at least 1,250 hours during that time.

Eligible employees are under a general duty to give thirty (30) days notice of their intent to take leave for foreseeable events, such as the expected birth of a child or planned medical treatments. Thirty days' notice is not required in all cases, but the employee must give as much notice as is possible.

Certification issued by a health care provider must be submitted to the Human Resources Division, which includes a statement of:

- The date the condition began;
- Its probable duration;
- Appropriate medical facts; and
- An assertion that the employee is unable to perform the employee's job function, or that the employee is needed to care for a sick family member for a specified time.

An employee may be required to provide certification of ability to return to work.

Eligible employees returning from family and medical leave have the right to be returned to the job position that they held when they went on leave, or they may be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Eligible employees retain all accrued benefits while on leave. Health plan coverage is maintained by CSC Leon while an employee is on family and medical leave. Provisions for collection of employee contributions to health plan coverage shall be made on an individual basis.

Employees, in consultation with their supervisor, are required to periodically report on their status and plans to return to work.

#### Florida Domestic Violence Leave Act

In accordance with Florida Statutes, employees may be granted up to three (3) days of unpaid leave in any twelve (12)-month period if the employee or a family or household member of an employee is the victim of domestic violence. Employees must exhaust the use of annual leave, compensatory leave, or swing days before going into unpaid leave status.

To be eligible for leave, an employee must have three (3) months of service with CSC Leon.

Eligible employees may request leave for the following activities:

- Seeking an injunction for protection against domestic violence or repeat violence, dating violence, or sexual violence;
- Obtaining medical care or mental health counseling or both for the employee or a family or household member to address injuries resulting from domestic violence;
- Obtaining services from victims' services organizations such as a domestic violence shelter or rape crisis center;
- Making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator;
- Seeking legal assistance to address issues arising from domestic violence, attending, or preparing for court related proceedings arising from the act of domestic violence.

Except in cases of imminent danger to the health and safety of the employee or family member, the employee shall provide advance notice of the need for leave along with sufficient documentation of the act of domestic violence. This documentation may include copies of restraining orders, law enforcement reports, orders to appear in court, certification from attorney, certification from domestic violence service provider, etc.; that the employee is being subjected to domestic violence. Any request for use of this leave will be kept confidential and is exempt from public disclosure until one (1) year after the leave is taken in accordance with Florida law. Employees in need of leave under this provision shall contact the Office Manager for the appropriate leave request form.

#### **Annual Leave Accrual**

Annual leave is provided for the purpose of rest, recreation, time with family, travel, and other forms of renewal by getting away from the job. It also enables employees to take care of other time consuming personal matters, which may arise from time to time. Annual leave is not intended as a substitute for regular on-time attendance and will not be approved by supervisors to make up for habitual lateness. All regular employees shall be entitled to earn and accrue annual leave. Employees who work less than full-time shall accrue leave in proportion to their hours worked.

Creditable service for annual leave shall begin to accrue immediately upon employment and follow the schedule below for all regular employees:

- Eight (8) hours per calendar month effective upon employment.
- Ten (10) hours per calendar month after completion of five (5) years service.
- Twelve (12) hours per calendar month after completion of ten (10) years service.
- Thirteen (13) hours per calendar month after completion of fifteen (15) years service.
- Fourteen (14) hours per calendar month after completion of twenty (20) years service.
- Sixteen (16) hours per calendar month after completion of twenty-five (25) years service.

Sr. Management Service credits for annual leave shall be allowed on the following basis:

- Ten (10) hours per calendar month effective upon employment.
- Twelve (12) hours per calendar month after completion of five (5) years service.
- Fourteen (14) hours per calendar month after completion of ten (10) years service.
- Fifteen (15) hours per calendar month after completion of fifteen (15) years service.
- Sixteen (16) hours per calendar month after completion of twenty (20) years service.

Annual leave may be accumulated but may not exceed two hundred and forty (240) hours as of January 31 annually for all regular, full time, and part time employees. All annual leave hours in excess of 240 hours will be forfeited as of January 31 of each year. This policy will apply to all employees. Carry forward of annual leave in excess of 240 hours as of January 31 is not allowed.

In the event an employee has not been able to work during the months of October, November, and December due to an approved leave of absence covered under the Family and Medical Leave Act (FMLA), Workers Compensation, Military Leave, or Administrative Leave, the Executive Director may approve a carry forward of annual leave hours. All requests for annual leave carry forward will be reviewed by the Office Manager to validate that leave could not be taken due to an extended leave of absence and a recommendation will be made to the Executive Director.

The Executive Director may also designate certain periods during which, for CSC Leon business, operational and staffing reasons, annual leave may not be taken. Due to the increased requests during holiday seasons, employees should manage their annual leave balances throughout the

year and not wait until the last quarter of the year to request annual leave. Annual leave could be denied at that time due to staffing and operational needs.

## Request for Annual Leave

A request for annual leave shall be submitted to the employee's immediate supervisor or the Office Manager. Annual leave of four (4) days or more should be requested as soon as possible, but not less than two (2) weeks in advance.

Leave may be taken only after approval of supervisor. Approval or disapproval of request for three (3) days or less will be given within the same day. Requests for four (4) or more annual leave days should be given within two (2) working days.

When approved leave has been granted and a County emergency occurs requiring the employee to work, costs associated with leave travel plans that are not reimbursable, will be paid by the County. Guidelines for EMS employees are found in the Emergency Medical Services Standard Operating Guidelines Manual.

## Duration of Leave

Annual leave shall be limited to twenty-three (23) consecutive calendar days, unless approved in advance by the Executive Director.

## Sick Leave Accrual

All regular employees shall be entitled to accrue sick leave. Employees who work less than full time shall accrue sick leave in proportion to their hours worked. Sick leave is credited at the rate of eight (8) hours per calendar month with no limit to accumulation. Part-time credits are prorated.

## Uses of Sick Leave

Illness, debilitating injury, pregnancy, childbirth, adoption, medical or dental appointments, and care for employee's immediate family are valid uses of sick leave. An employee on annual leave is allowed to convert such leave to sick leave when the employee becomes ill or injured and proper documentation is submitted to the Office Manager.

When requesting sick leave for immediate family illness, the person who is ill or injured, as well as the general nature of the illness or injury, must be identified.

An employee who is to be absent from work and wishes to request sick leave shall submit an official request in advance, when possible. Otherwise, the employee shall notify his or her supervisor at the usual reporting time, and then upon returning to work, the employee shall immediately submit to the supervisor an official leave request. Failure to do so may result in a loss of pay for the absence.

A supervisor may require a medical statement from a physician for use of sick leave when a pattern of abuse is indicated. Attendance records are monitored by supervisors and the Office

Manager for compliance with established attendance standards (refer to Attendance Standards in this section).

Use of sick leave under false pretenses, or non-compliance with attendance standards, may be grounds for disciplinary actions up to and including termination.

## When Earned Sick Leave is Exhausted

No sick leave in excess of the leave accumulated to the employee's credit may be granted. In instances where the illness of an employee extends beyond the employee's sick leave credits, annual leave may be approved for sick leave use by the Executive Director in special cases.

Days lost due to illness that are not credited to sick or annual may be charged as leave of absence without pay when approved by the supervisor.

## Method of Leave Accumulation

Upon employment, annual and sick leave shall be credited at the rate of one quarter (1/4) the appropriate monthly amount for each forty (40) hours of actual work completed during the initial month of employment.

Upon separation, annual leave shall be credited at the rate of one quarter (1/4) the appropriate monthly amount for each forty (40) hours of actual work completed during the final month of employment.

Annual and sick leave shall be credited on the first day of the month following the month the leave was accrued. If an employee has insufficient leave credits to cover a period of absence, he or she shall be placed on leave without pay. In such cases, appropriate payroll adjustments shall be made for the period during which the absence occurred.

No leave shall be granted for less than one half (1/2) hour, nor in increments of less than one quarter (1/4) hour.

## Credit for Unused Sick Leave

Upon separation from CSC Leon employment, an employee shall be compensated for one fourth (1/4) of his/her accumulated unused sick leave. Annually, when an employee has accumulated over 240 hours of sick leave a maximum of twenty-four (24) hours may be transferred from sick leave to annual leave or placed in a Leave bank for consideration at retirement time. An employee may choose to bank portions of the unused sick leave, when annual leave does not exceed 240 hours. At retirement, all banked sick time will be paid out in full. Should the employee leave the employment of CSC Leon prior to retirement, banked sick leave time is forfeited. Should the employee die while employed with CSC Leon the banked sick leave will be paid to the beneficiary.

#### **Military Leave**

Long-term leave is extended to an employee who is drafted or who volunteers for active military service. This leave begins the day of induction and ends ninety (90) days after the date of separation from service or from hospitalization continuing after discharge. Active military service includes active duty with any branch of the Armed Services.

When an employee is granted military leave for active military service, another employee may fill the employee's position. Upon separation from the military service, not more than five (5) years from date of induction, the employee shall be eligible to return to the position held. However, the employee may be placed in another class with duties the employee is able to perform.

Application for reinstatement following extended leave must be made within ninety (90) days after completion of military service, and within thirty-one (31) days after completion of initial active duty for training of not less than three (3) months. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, shall, upon presentation of a copy of the employee's official orders, be granted leave with pay for periods during which the employee is ordered to active duty for training. Whether continuous or intermittent, such leave with pay shall not exceed seventeen (17) working days in any one annual period.

An employee who is a member of the United States Armed Forces Reserve, including the National Guard, and is ordered to active duty (not active training) shall upon presentation of a copy of the employee's official orders, be granted military leave. The first thirty (30) calendar days of such leave shall be with pay, and the remainder without pay. Leave payment of this type shall be made upon receipt of evidence from the appropriate military authority that thirty (30) days of active military service has been completed.

#### Disaster Leave

An employee who is a Certified Disaster Service Volunteer of the American Red Cross may be granted a leave of absence with pay for not more than fifteen (15) working days in any twelve (12)-month period to participate in specialized disaster relief services for the American Red Cross. Such leave of absence may be granted upon the request of the American Red Cross and upon the approval of the Executive Director. An employee, granted leave under this section, should not be deemed to be an employee of CSC Leon for purposes of workers' compensation. Leave under this policy shall be granted only for services related to a disaster occurring within the boundaries of the State of Florida.

Employees requesting to volunteer to work in disaster relief services must obtain approval from the Executive Director.

#### **Administrative Leave**

Administrative Leave is either paid leave or unpaid leave and will not be considered for the purposes of overtime calculation. Approval of Administrative Leave with pay is limited to an amount necessary to bring the employee to full pay (40 hours of work in the workweek or prorated for part-time employees). In no case can the approval of Administrative Leave cause the employee to exceed the number of hours s/he is normally scheduled in the workweek. Administrative Leave may be authorized for the following reasons:

- Court An employee who is summoned as a member of a jury panel or is subpoenaed as a witness, not involving personal litigation, shall be granted leave with pay. Employees shall not be reimbursed by CSC Leon for meals, lodging, or travel expenses incurred while serving as a juror or witness. The employee shall be required to submit a copy of the summons or subpoena when requesting this type of administrative leave.
- Donating Blood An employee may be granted up to two (2) hours of leave with pay for the purpose of donating blood.
- Death in Immediate Family An employee shall, upon request, be granted three (3) workdays of leave with pay on the death of a member of the employee's immediate family. Sick leave may also be used for death in the immediate family. Employees must notify the supervisor of the deceased relative's name and relationship to the employee. Proof of the death may be requested by the supervisor.
- Natural Disasters The Executive Director or designee shall have the authority to close CSC Leon offices due to natural disasters such as hurricanes, tornadoes, or floods. All employees affected shall be granted Administrative Leave with pay for the hours they would have normally been scheduled to work during such state of emergency. The length of Administrative Leave granted will be determined by the Executive Director. For extended periods of disasters, employees may be required to use their own personal leave.
- Election Volunteer Up to eight (8) hours of administrative leave, with pay, may be granted by the Executive Director to regular employees who, on a regularly scheduled County workday, serve as an election day poll worker for the Leon County Supervisor of Elections. Eight (8) hours is the maximum number of Administrative Leave hours that will be awarded to an employee for serving as a poll worker on an election day, regardless of the number of hours an employee is regularly scheduled to work that day. Administrative Leave hours for part-time employees will be prorated.
- Arrests/Investigations An employee who has been arrested, who is the subject of a criminal investigation, or who is participating in an internal investigation, may temporarily be assigned other duties if deemed advisable, or may be placed on administrative leave, with or without pay, if the employee's absence from the work location is deemed appropriate. The period of the temporary assignment or the Administrative Leave shall not exceed 30 working days for each investigation.
- Other reasons Administrative Leave may be granted by the Executive Director for education and other job-related purposes not paid for or provided by this policy, when such

leave is deemed of benefit to the operations of CSC Leon.

## **Caregiver Leave**

Paid Caregiver Leave provides leave with pay for the purpose of caring for and/or bonding with a newborn, newly-adopted child, or relative placement of a child for up to 6 weeks following the birth, adoption or relative placement.

Regular full time and regular part time employees, regardless of gender, who meet the hours and service eligibility requirements under the FMLA, are eligible for Caregiver Leave. This provision includes registered domestic partnerships. An employee must have worked for CSC Leon for at least 12 months and worked at least 1,250 hours during the 12 month period preceding the leave.

Paid Caregiver Leave may be up to 6 weeks long and must be utilized continuously within the first twelve weeks following the birth, adoption or relative placement. Any unused paid Caregiver Leave shall be forfeited at the end of the allowed period.

If a multiple birth, adoption or placement occurs, the total amount of paid caregiver leave granted for that event will not be increased.

During the leave period, the employee will be paid for their normal work schedule based on the following:

- For Week 1 and 2: 100% of base hourly rate of pay
- For Week 3 and 4: 75% of base hourly rate of pay
- For Week 5 and 6: 50% of base hourly rate of pay

Employees must use any accrued Annual, Sick, Personal and Compensatory Leave in order to receive compensation up to 100 percent of base pay during the weeks paid at the rates of 75% and 50%.

If a Holiday occurs during paid caregiver leave, the employee will receive Holiday Pay instead of paid Caregiver Leave, but a holiday does not extend the duration of the leave.

## Coordination with FMLA:

Paid Caregiver Leave runs concurrently with leave under the FMLA. The leave will be counted toward the 12 weeks available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply.

After the paid caregiver leave benefit is exhausted, the balance of FMLA leave will be compensated through employee's accrued sick, vacation, personal and compensatory time if available. Upon exhaustion of accrued sick, vacation, personal and compensatory time, any remaining leave will be unpaid leave.

#### Conditions of Paid Caregiver Leave

Employees are only eligible for one (1) six week leave period in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month time frame.

Annual leave and sick leave will continue to accrue during the period of paid Parental Leave.

The employee's payroll deductions for all employee benefits will continue during the duration of the leave.

If the Office Manager determines that an employee has abused or falsified information or was otherwise not eligible for leave, the employee will be required to repay any leave previously approved and will be subject to disciplinary action including termination.

Any employee who fails to return to work due to a voluntary termination following a paid caregiver leave (or following the conclusion of FMLA leave) shall reimburse CSC Leon in an amount equivalent to the value of the paid parental leave taken directly by check, or through deduction from his or her final paycheck if the balance is sufficient to cover the amount owed, or through a combination thereof.

#### Approved Leave of Absence Without Pay

The Executive Director may grant an employee approved leave of absence without pay on a full or part-time basis for a period not to exceed ninety (90) days, or up to one (1) year, subject to the following conditions.

Leave without pay should be granted only when it is in the interest of CSC Leon to do so. Such leave must be justified and not be detrimental to the operations of the department. Funds expended for substitute staff and related operating expenses may not exceed the amount that would be expended if the employee had remained on the job.

- Leave without pay may be granted for an employee to attend a college, university, or other accredited educational institution, for the purpose of receiving training and education, subject to the following guidelines:
  - The education to be received must be directly related to the employee's current job or related to a job function the employee may reasonably be expected to perform and is of apparent benefit to the department.
  - The employee must have over two (2) years of service with CSC Leon and must have met overall performance expectations for the most recent two (2) years of employment.
  - Upon completion of such leave, the employee will be expected to return to full-time employment with CSC Leon for a minimum length of time equal to the time spent on leave.

- Leave without pay may be granted for personal disability of the employee or disability of an employee's spouse, son, daughter, or parent(s) requiring care by the employee. Caring for elderly parents is covered under this policy.
- Other compelling reasons.

At the expiration of a leave of up to ninety (90) days without pay, the employee shall be returned to the position temporarily vacated.

Credit toward annual or sick leave shall not be earned during full-time leave without pay. Employees on a partial leave of absence without pay shall be paid for holidays and accrue leave benefits in proportion to their hours regularly worked during the week.

Prior to taking leave without pay in excess of twenty (20) hours a week, the employee shall notify the Office Manager in writing whether or not insurance coverage is desired during the leave period. The employee shall be covered by insurance benefits for thirty (30) days from the commencement of the leave, provided the employee continues to pay any employee portion of insurance costs. After thirty (30) days, the employee pays the full cost of the insurance premiums.

Approved leave without pay shall not constitute a break in service except that creditable service for purposes of determining the employee's annual leave accrual rate shall not be earned during periods of full-time leave without pay in excess of thirty (30) days.

Request for such approved leave shall be made in advance, and be recorded on the official time sheet for regular employees.

Failure on the part of the employee to report promptly at the expiration of approved leave without pay may be cause for termination.

## Unauthorized Absence

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed an unauthorized absence. Any such absence shall be without pay and may subject the employee to disciplinary action.

#### Workers' Compensation Leave

Workers' Compensation Leave is "paid leave" and will not be considered for the purposes of overtime calculation.

An employee who sustains a job-related disability that is compensable under the Workers' Compensation Law shall be carried in full pay status for a period not to exceed seven (7) calendar days without being required to use accrued leave credits. Such pay will be contingent upon written confirmation of inability to work from the attending physician treating the

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employee. If the employee receives Workers' Compensation benefits for this period of leave with pay, the employee shall reimburse the County the amount of the benefits. Such reimbursement shall not include payments for medical, surgical, hospital, nursing, or related expenses, or lump sum or scheduled payments of disability losses.

If the employee is unable to resume work at the end of the seven (7)-day calendar period:

- The employee may elect to use accrued sick, compensatory, or annual leave in an amount necessary to receive salary payment that will supplement the Workers' Compensation payments to the total salary being received prior to the occurrence of the disability. If the employee elects to use accrued leave to supplement worker's compensation benefits, the employee's compensation shall revert to standard Workers' Compensation benefits when accrued leave is exhausted. In no case shall the employee's combined salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or
- If the employee elects not to use accrued leave, the employee shall receive normal Workers' Compensation benefits.

#### Reporting an Accident

At the time that an accident occurs, there is an assessment of the severity of injury sustained by the employee by the supervisor.

If the injury is life threatening or is of a very serious nature, the Office Manager or designee is responsible for getting the employee immediately to a hospital. Should such an accident occur away from the office, the employee is responsible for communicating with the office within twenty-four (24) hours after the accident.

If the injury requires medical treatment but is not life threatening or of a very serious nature, the Office Manager or designee is responsible for getting the employee immediately to an urgent care facility. Should such an accident occur away from the office, the employee is responsible for communicating with the office within twenty-four (24) hours after the accident.

If the injury requires no medical treatment, the Office Manager should still document the injury with the employee within twenty-four (24) hours after the accident.

Accidents may be investigated by the Office Manager. Identified unsafe acts by employees may be subject to disciplinary actions.

#### Extending Salary During Workers' Compensation Leave

In those cases where the employee has elected to use accrued leave credits, has exhausted all accrued sick leave credits, and is still unable to return to work, the Executive Director may approve a request for an extension of disability leave with pay. In such cases, a medical report that gives a current diagnosis of the employee's physical condition and a prognosis regarding his or her recovery and ability to return to work must be acquired.

## Children's Services Council of Leon County (CSC Leon)

# Information Technology - Device Management Policy

## I. Introduction

This Policy describes the requirements for security controls to protect Endpoints that process, transmit and/or store CSC Leon Data. No distinction is made in this Policy between an Endpoint owned by CSC Leon or one personally owned. All Information Security Policies will apply to a personally owned Endpoint used for CSC Leon business.

Any Endpoint that processes, transmits and/or stores CSC Leon Data must be registered in accordance with Section II(A) and have the minimum protection requirements set forth in Section II(B).

## II. Policy

## A. Registration of Endpoints

All Endpoints that process, transmit and/or store CSC Leon Data must be registered with the Office Manager, IT Custodian or other designee who is responsible for maintaining an inventory of Endpoints for CSC Leon. This registration will be maintained in the CSC Leon GCC Azure Cloud Portal.

## B. General Protection Requirements for Desktop and Laptop Computers

Each User shall ensure that the following protections, at a minimum, are implemented for each Endpoint that is a desktop or laptop computer:

- 1. Access to the Endpoint is password protected.
- 2. The Endpoint is running vendor-supported operating systems that are automatically updated and has up-to-date security patches installed.
- 3. A firewall is activated and configured on the Endpoint.
- 4. Anti-virus, anti-spyware and monitoring programs are installed to perform continuous and/or scheduled scanning to detect and/or prohibit unauthorized access. The virus definition list is updated at least once daily.
- 5. The Endpoint is configured to lock after 15 minutes of inactivity.
- 6. All CSC Leon Data files used for CSC Leon purposes are backed up regularly.
- 7. The Endpoint is physically protected and not shared with unauthorized persons.

## C. Maintenance of Endpoints

All regular employees will be provided with a Laptop Computer, docking station and external hard drive that comply with the provisions established in this policy. The Office Manager, IT Custodian or other designee will perform routine maintenance on all Endpoints to ensure compliance.