

CASA for Kids, Inc., Barry, Eaton & Ingham

Policy Manual

CASA Policy Manual

Table of Contents

Table of Contents

General Board, Personnel, and Volunteer Policies	4
Code of Ethics Policy and Agreement.....	5
Conflict of Interest Policy	8
Confidentiality Policy and Agreement	14
Breach of Confidentiality/Personally Identifiable Information Policy.....	16
Standard Internal Breach Report.....	34
Suspected Abuse and Neglect Reporting Policy.....	42
Limited English Proficiency (LEP) Policy	44
Anti-Discrimination Policy.....	45
Equal Employment Opportunity Policy.....	47
Diversity, Equity, and Inclusion (DEI) Policy	49
Anti-Harassment Policy	50
Workplace Violence Prevention Policy.....	53
Weapons Policy	54
Workplace-Related Sexual Misconduct and Domestic/Dating Violence Policy.....	55
Whistleblower Policy.....	60
Smoke, Vaping, Alcohol, Marijuana, and Other Controlled Substances Free Workplace Policy	61
Facility and Workplace Management Policy	62
Technology and Equipment Policy.....	63
Technology and Equipment Policy Agreement.....	64
Driving and Transporting Policy	65
Electronic and Social Media Use Policy	67
Electronic and Social Media Use Policy Agreement	68
Financial Controls Policy	69
Revenue Recognition Policy.....	77
Record Retention Policy.....	84
Volunteer and Employee File Policy.....	86
Succession Plan Policy.....	87

Compensation, Benefits, Paid Time Off, and Holiday Pay Policy..... 95

Mileage & Reimbursement Policy..... 101

Compensatory (Comp) Time Policy 103

Compensatory (Comp) Time Agreement..... 104

Telecommuting Policy 105

Telecommuting Agreement..... 109

Family Care Leave Time Policy 111

At Will Employment Policy..... 112

Recruitment, Selection, and Promotion Policy and Plan..... 113

CASA Volunteer Engagement Policy 119

Training Policy..... 121

Staff Supervision and Evaluation Policy..... 123

CASA Volunteer Supervision, Evaluation, and Recognition Policy..... 124

CASA Volunteer Case Management Policy 125

Case Contact Exception and Video Conferencing Policy..... 129

Grievance Policy..... 132

Jury Duty Policy..... 134

Communicable Disease Policy..... 136

CASA for Kids, Inc. Media Consent Form..... 137

External Employment Policy 137

Volunteer & Employee Gift Policy..... 138

General Board, Personnel, and Volunteer Policies

This manual contains the policies of CASA for Kids, Inc. Barry, Eaton & Ingham, hereafter termed CASA.

Responsibility for Administering Personnel Policies

The Executive Director (and Board of Directors as indicated for Board related policies) has responsibility for administering the written policies, which are determined by the Board of Directors. To interpret policies and responding to situations not covered by written policies, the Executive Director may consult with the Executive Committee and the President of the Board of Directors, informing the Board of the issues, which may indicate the need for policy revisions. Policies are reviewed and revised annually. Employees may submit feedback to the Board regarding desired policy changes or revisions. Upon recommendation by the Executive Committee, the Board approves policy changes by a majority vote of the members of the board.

Employees receive written notification of any policy or procedure change, and a receipt is signed indicating their responsibility for the policy or procedure change. Board Members and employees receive an updated policy manual annually and sign a policy manual receipt which is maintained in the individual's file, indicating their responsibility to adhere to the organization's policies. CASA Volunteers receive a Volunteer Manual annually which includes policies related to their position (as indicated in the footnotes of the policy) and related procedures. CASA Volunteers also sign a Volunteer Manual receipt which is maintained in the volunteer's file indicating their responsibility to adhere to the organization's policies and procedures. Questions regarding the policies should be directed to the Executive Director. Only the Board of Directors can authorize exceptions to these policies.

Reviewed, Amended and Approved by the Board, December 1, 2012

Reviewed and approved by the Board, December 6, 2014

Reviewed, Amended, and Approved by the Board, February 17, 2015

Code of Ethics Policy and Agreement

Purpose

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) is committed to the highest ethical standards. Based on the trust placed in CASA to serve the public good, the success of CASA and its reputation depend upon the ethical conduct of everyone affiliated with CASA. Directors, volunteers, staff, and other representatives set an example for each other and Michigan CASA, National CASA, donors, and other agencies by pursuing excellence with high standards of performance, professionalism, and ethical conduct.

This code communicates key guidelines and, although not all-inclusive, will be used to assist CASA directors, volunteers, staff, and other representatives in making appropriate ethical decisions in accordance with applicable legal requirements.

Procedures

1. PERSONAL AND PROFESSIONAL INTEGRITY

- Integrity in all circumstances benefits each individual as well as the organization. We therefore:
- Strive to meet the highest standards of performance, quality service, and achievement in working towards the CASA mission.
- Communicate honestly, openly, and avoid misrepresentation.
- Promote a working environment where minority opinions are valued.
- Communicate and exhibit respect and fairness toward all those with whom we come into contact.

2. ACCOUNTABILITY

CASA is responsible to its stakeholders, which include Michigan CASA, National CASA, Federal and State Funders, donors, and others who have placed faith in CASA. To uphold this trust we:

- Promote good stewardship of CASA resources.
- Observe and comply with all laws and regulations affecting CASA.
- Refrain from taking any action which fraudulently represents CASA or CASA resources.

3. SOLICITATIONS AND VOLUNTARY GIVING

CASA is committed to being transparent with all contributors and donors regarding solicitations and donation reporting. To uphold this:

- The purpose of solicitations will be transparently communicated and conducted without coercion.
- Donors will have transparent access to the financial information related to their contributions.

4. DIVERSITY AND EQUAL OPPORTUNITY

CASA is an equal opportunity employer and is committed to the principle of diversity, and operates in accordance with its Diversity, Equity, and Inclusion Policy.

5. CONFLICT OF INTEREST

To avoid any conflict of interest or the appearance of a conflict of interest, all CASA directors, staff, volunteers, and other representatives must review and sign the Conflict of Interest Policy (attached) and submit a Conflict of Interest Survey on an annual basis.

6. CONFIDENTIALITY AND PRIVACY

CASA is committed to upholding confidentiality and respect for privacy. To ensure that all confidential, privileged, or nonpublic information is not disclosed inappropriately, all CASA directors, staff, volunteers, and other representatives must review and sign the Confidentiality Statement on an annual basis.

7. POLITICAL ACTIVITY

As a federally recognized charitable organization, CASA will not make contributions to any candidate for public office or political committee. It cannot intervene in any political campaign on behalf of or in opposition to any candidate for public office. We therefore:

- Refrain from engaging in political activities in a manner that may create the appearance that such activity is by or on behalf of CASA.
- Clearly communicate that we are not acting on behalf of the organization if identified as an official of CASA while engaging in political activities in an individual capacity.

8. GUIDANCE AND DISCLOSURE

Volunteers, staff, and representatives are encouraged to seek guidance from the Board of Directors concerning interpretation or application of this Code of Ethics. Any known or possible breaches of the Code of Ethics must be disclosed in accordance with the Breach of Confidentiality, Incident Report, and Whistleblower policies. All are encouraged to discuss any questions or concerns with a member of the executive board or the executive director.

I have read and agree to abide by the Code of Ethics Policy of CASA for Kids, Inc. Barry,
Eaton & Ingham.

Signature

Date

Printed Name

Review by P&P Committe and approved by Board 6/25/24
Reviewed, Amended, and Approved by the Board, November 24, 2014
Reviewed, Amended, and Approved by the Board, December 6, 2014
cc. Board Member Packet

Conflict of Interest Policy

The Conflict of Interest Policy governs the conduct and involvement of Board Members, program staff, program volunteers, committee members, and paid consultants. CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) believes in avoiding situations in which a person's business or personal interests may unduly influence or show favoritism in any decision making process. Certain situations may involve real or apparent conflicts of interest. Believing that service should not be rendered impossible solely by reason of these conflicts, such matters shall be handled through full disclosure of any such interests and noninvolvement in any decision wherein a conflict is involved. The foregoing requirements should not be construed as preventing a person from serving within his or her role or capacity within or for the organization.

Definitions:

There are two types of conflict of interest situations:

A. Self-dealing

A self-dealing situation is any transaction or decision from which the person may profit or receive monetary benefit. It includes prohibitions falling within the Internal Revenue Code (generally Section 4941 IRC) and the Michigan Charitable Trustees Powers Act (Section 14.275 MCLA). It also includes situations where the Director, committee or staff member owns 33% or more of: 1] the voting stock, 2] a partnership interest (profits & losses), or 3] a financial or benefit interest in a corporation, partnership, or other organization that is involved in a CASA transaction. Individuals are prohibited from having direct or indirect financial interest in the assets, leases, business transactions, or professional services of the program.

B. Conflict of Loyalty

A conflict of interest exists when the person could personally benefit, either directly or indirectly, in the outcome of a decision due to his or her involvement. A conflict of interest also exists when the person has a personal interest in the outcome of a decision. A conflict of interest situation is any transaction or decision in which the person individual finds himself or herself in a position of divided or conflicted loyalties. The person is in a position of conflicting loyalties whenever another relationship significantly impacts or biases his or her decision-making ability. Relevant factors in determining a conflict of interest situation include the duration, strength, and intimacy of a personal or business relationship or affiliation and the functions performed by the individual.

Key Questions to Evaluate Conflicts and Potential Conflicts:

The following are typical categories of situations where conflicts might arise or give rise to the appearance of conflict. These categories are not all inclusive. If a particular situation is not addressed, consultation with an attorney is appropriate for help with analyzing relevant factors.

In order to help evaluate and understand actual and potential conflicts as well as situations that give rise to the appearance of a conflict, it is required that the individual involved with the conflict

and the Executive Director or Board President answer the following questions and submit them to the Board of Directors. The Board of Directors will use the answers as one factor in making a decision.

A. Hiring individuals or engaging volunteers who are close relatives of current CASA staff or volunteers:

- Given the role considered, what are the potential conflicts?
- Have all CASA policies and procedures relevant to employment or volunteer engagement been followed?
- Can this position be structured so that the conflicted party has no supervisory responsibilities with the relative without disrupting CASA business practices?
- Will the conflicted party play any role in the hiring process?
- Does this person have a unique expertise that the service cannot be obtained anywhere else?
- What are the alternatives if this person is not employed or engaged as a volunteer by CASA?
- Is this job integral to the success of CASA?
- How will this appear in the eyes of the public; does it stand up to the value of “integrity in all things?”

B. CASA Board Members, staff, and volunteers who engage in paid or unpaid work outside CASA:

- Is the other entity in the same or a similar field as CASA?
- Are the entity’s purposes or interests in any way adverse to CASA’s mission and interests?
- Do the entities serve the same population as CASA, and if so, what are the conflict of interest and confidentiality considerations?
- What are the potential role conflicts?
- Does the person have access to financial or other confidential or proprietary data or information of CASA?
- Does the outside work detract in any way from the person’s ability to perform her/his functions related to CASA?
- Does the outside work create a conflict of loyalty or interest between CASA and the other entity?
- Does the outside work create any risk to CASA’s reputation?
- How will this appear in the eyes of the public; does it stand up to the value of “integrity in all things?”

C. Contracting for products or services with the person:

- Is this product or service integral to the success of CASA?
- Has CASA received information from parties other than the person that addresses the quality of the service or products being acquired or provided?
- Will the management of the delivery of the service or product within CASA be done by someone other than the person or other than someone who is supervised by the person?
- How will this appear in the eyes of the public; does it stand up to the value of

“integrity in all things?”

- D. A person serving on another board or other governing body who has business with CASA or with which CASA may have a potential adverse interest:
- Is the person serving on the board of that entity as part of his or her job responsibility for CASA?
 - Was there an advance disclosure and have both parties agreed that, in cases of conflict or where there was a direct and adverse interest/competition, there would be a mechanism for recusal, disclosure, and any other safeguards to protect CASA?
 - Is there a plan in place for how the person will conduct himself or herself when serving on other boards?
 - What impact will this service have on CASA ability to do its business?
 - Will any decisions made by the person working for the other organization be made with regard to CASA best interests?
 - What are the costs and benefits to CASA?
 - What are the alternatives, if any?
 - How will this appear in the eyes of the public; does it stand up to the value of “integrity in all things?”

Evaluating Conflict Situations

In order to determine an appropriate course of action, CASA will be guided by the following:

- Compliance with the letter and the spirit of all applicable laws relevant to all parties to the transactions
- Adherence to CASA policies and procedures
- Ability to act within the scope of CASA values
- Transparency
- Avoidance of private benefit
- Consequence to CASA from declining to participate
- Financial or other benefit to CASA.
- Availability of other alternatives
- Ability to mitigate reputational risks to CASA and
- Financial or other benefits to the other party

Prohibitions:

- People are prohibited from self-dealing.
- People are prohibited from giving or receiving of gifts without agency leadership approval.
- People are prohibited from being employed in a position or affiliated with an agency that is determined to be a conflict of interest for CASA.
- People are prohibited from serving as a Board Member and a CASA Volunteer simultaneously.
- CASA volunteers are prohibited from being related or affiliated to any parties involved in an assigned case.
- Attorneys on the Board (or other members of the attorney’s legal organization) are prohibited from the following:

- 1) Provision of legal services on behalf of CASA
 - 2) Provision of legal opinions on behalf of CASA
 - 3) Provision of legal analysis on behalf of CASA
 - 4) Representation of any party to an abuse/neglect case served by CASA
- The CASA Board will determine prohibitions related to specific conflicts of interest upon disclosure.

Disclosure:

Board Members, program staff, and program volunteers shall annually file a Conflict of Interest Survey with CASA’s Executive Director, disclosing any anticipated or possible conflict situations. This disclosure shall include potential role or employment conflicts, potential relationship conflicts, other outside board involvement, any for-profit ventures used by CASA in which the person retains an interest, and any criminal charges. New potential conflicts of interests subsequent to the survey completion shall be disclosed as soon as they arise.

Any Board Member, committee, or staff member having an anticipated or possible conflict on any matter under consideration by CASA shall disclose that situation, and shall not vote or use his/her influence on the matter. The minutes of the Board Meetings shall reflect the abstention from voting.

Any volunteer having an anticipated or possible conflict of interest regarding a case related matter or other matter under consideration by CASA shall disclose that situation, and abstain from involvement regarding the matter as directed by the Executive Director or the Board.

Failure to disclose potential conflicts prior to involvement may affect the individual’s continued involvement and service with the organization up to and including dismissal.

If there is any credible evidence that a person has committed a criminal or civil violation of laws pertinent to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving program funds, the CASA program shall notify Michigan CASA and National CASA.

I have read and agree to abide by the Conflict of Interest Policy of the CASA for Kids, Inc. Barry, Eaton & Ingham.

Signature

Date

Reviewed, Amended, and Approved by the Board November 24, 2014
 Reviewed, Amended, and Approved by the Board January 20, 2015
 Reviewed, Amended, and Approved by the Board February 17, 2015
 Reviewed, Amended and Approved by the Board, March 23, 2020
 cc. Board Member Packet, CASA Volunteer Manual

Conflict of Interest Survey

Year: _____

Name: _____

Present Occupation: _____

Title: _____

If Applicable:

Spouse's Name: _____

Spouse's Present Occupation: _____

Spouse's Title: _____

Definitions:

Affiliated/Affiliation refers to the following: spouse, domestic partner, child, mother, father, sibling; any corporation, business, or non-profit organization which you serve as staff, officer, board member, partner, participate in management or are employed by; any trust or other estate on which you have a substantial interest or in which you serve as a trustee or in a similar capacity.

Disclosures:

Certain affiliations may pose a conflict of interest and could preclude your involvement with CASA for Kids, Inc. Barry, Eaton & Ingham.

With regard to your service with CASA for Kids, Inc. Barry, Eaton & Ingham (CASA), please disclose any following potential conflicts of interest:

a. Please list the names of community boards, charities, or corporations in which you or an affiliated individual serves. Please include any position held with that entity.

b. Please disclose all other paid employment, volunteer, or contract work.

c. Please describe any conflicting or limiting factors due to business rules, relationships, or activities of your current employer that may limit your participation with CASA.

d. Please list your affiliation with any known vendor, supplier, or other party providing or bidding for providing services, having a direct or indirect interest in any business transaction, agreement, or investment with CASA.

e. Please list any known business dealings or transaction with a funder, contributor, or supplier of CASA that could result in benefit to you.

f. Please list any legal proceedings that could pose a conflict of interest or adversely affect CASA and any criminal charges.

g. Are you affiliated with any CASA staff or volunteers? If yes, please list.

I hereby confirm that the disclosures made above are complete and correct to the best of my information and belief. I understand that the Board or the Director will determine my ability to participate in discussion or decision making of any matter related to any potential conflict of interest. I agree that if I become aware of any new information regarding potential conflicts of interest, or that I have not complied with the conflict of interest policy, I will notify the Executive Director or Board President immediately.

Signature

Date

Adopted by the Board December 6, 2014
Reviewed, Amended, and Approved by the Board January 20, 2015
Reviewed, Amended, and Approved by the Board February 17, 2015
Reviewed, Amended, and Approved by the Board
cc. Board Member Packet, CASA Volunteer Manual

Confidentiality Policy and Agreement

It is a basic value of CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) to respect the privacy of its clients, donors, members, staff, volunteers, and of the organization itself. Staff, volunteers, and board members of CASA may be exposed to information which is confidential and/or privileged and proprietary in nature. It is the policy of CASA that such information must be kept confidential both during and after employment or volunteer service. Staff and volunteers, including board members, are expected to return materials containing privileged or confidential information at the time of separation from employment or expiration of service.

Unauthorized disclosure of confidential or privileged information is a serious violation and will result in appropriate discipline including potential removal/dismissal.

Specific guidelines to ensure confidentiality and privacy are identified below:

Case related Information

The child and family's right to privacy is respected by maintaining confidentiality in a manner consistent with applicable laws and regulations.

- All case related information and identifying information shall be kept confidential and not discussed with anyone outside of the CASA Program staff and parties to the case (DHHS/private agency caseworker, guardian ad litem, prosecuting attorney, and the court). This includes referral information regarding prospective clients.
- Volunteers have access to information regarding their assigned case as outlined in their court order. They are not able to share confidential information with individuals or parties except the CASA staff, the assigned caseworker, the guardian ad litem, and the court.
- Volunteers will maintain the privacy of case information by maintaining their case file, written correspondence, and any case related materials in a place that does not allow for any breach of confidentiality. Volunteers will return their case file and any case related materials to the program within two weeks of case closure.
- CASA staff maintain case files in a locked cabinet.
- Care will be taken by all staff and volunteers to protect the identity of clients within electronic transmissions by omitting the client's name or using the client's initials where possible. Email correspondence will also include a confidentiality statement.
- Audio and visual recordings of privileged information/contacts are prohibited unless part of an official communication plan approved by the Director.
- Access to case information by other individuals is restricted without a request for information accompanied by a valid release of information/signed authorization or court order. Volunteers and staff must consult with the Executive Director before releasing information in order to determine what information may be released and to whom.
- Violation of case confidentiality can result in the discrediting of the CASA program and may result in immediate dismissal.

Organization Information

The organization's administrative, human resource, and governing information shall be kept confidential in a manner consistent with applicable laws and regulations. Information that should be confidentially maintained includes the following:

- Case related information
- Staff, volunteer, and board human resource information
- Donor information
- Organization financial information
- Governing board session information

Any questions concerning the confidentiality of specific information should be directed to the Executive Director or the Board President.

Confidentiality Agreement

I, _____, have read CASA's Confidentiality Policy and agree to abide by the requirements of the policy and inform the Executive Director or Board President if I believe any violation of the policy has occurred. I understand that violation of this policy can lead to disciplinary action, up to and including termination of my service with CASA.

Signature

Date

Printed Name

Adopted by the Board on January 9, 2015
Reviewed, Amended and Approved by the Board on August 28, 2018
cc. Board Member Packet, Advocate Supervisor Manual, CASA Volunteer Manual

Breach of Confidentiality/Personally Identifiable Information Policy

I. Purpose

This policy serves to direct the processes surrounding the following:

- A. Identifying a suspected or confirmed breach of personally identifiable information,
- B. Responding in the event of actual or imminent breach of personally identifiable information,
- C. Reporting the actual or imminent breach of personally identifiable information both internally and externally as required by Federal law and to the grantee's Division of Victim Services contract analyst(s) within 24 hours after the occurrence of an actual breach, or detection of an imminent breach.

II. Definitions:

- A. **Personally Identifiable Information (PII):** PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, public websites, and university listings. This type of information is considered to be Public PII and includes for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that when combined with other available information, could be used to identify an individual (2 CFR 200.79).
- B. **Incident:** An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies (OMB M-17-18).
- C. **Breach:** The loss of control, compromise, authorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purposes (OMB M-17-12).

A breach includes any medium or form, including paper, oral, electronic or recorded.

A breach is not limited to an occurrence where a person other than an authorized user potentially accesses PII by means of a network intrusion, a target attack that exploits website vulnerabilities, or an attack executed through an email message or attachment. A breach may also include the loss of theft of physical documents that include PII and portable electronic storage media that store PII that inadvertent disclosure of PII on a public website, or an oral disclosure of PII to a person who is not authorized to receive that information. It may also include an authorized user accessing PII for another than authorized purpose. Often, an occurrence may be first identified as an incident, but

later identified as a breach once it is determined that the incident involves PII, as is often the case with a lost or stolen laptop. OMB M-17-12.

Some common examples of a breach include:

- A laptop or portable storage device storing PII is lost or stolen;
- An email containing PII is inadvertently sent to the wrong person;
- A package of documents with PII is lost or stolen during shipping;
- An unauthorized third party overhears agency employees discussing PII about an individual
- An IT system that maintains PII is accessed by a malicious actor;
- PII is accessible to an unauthorized person;
- PII that should not be widely disseminated is posted inadvertently on a public website; or
- Any other disclosure of PII by victim services confidentiality provisions found in the Victim's of Crime Act (VOCA) (28 CFR 94.115), the Violence Against Women Act (VAWA)(34USC 12291(b)(2); 28 CFR 90.4, or the Family Violence Prevention and Services Act FVPSA) (42 USC 10406(c)(5).

III. Training

- CASA shall provide training on how to identify and respond to a breach of PII before access to PII is permitted.
- CASA shall provide annual training for all individuals with access to the organization's information systems on how to identify and respond to a breach, including the internal process and obligation to report a breach or suspected breach.
- Training completion shall be documented for each individual who has access to PII.

IV. Preparing for a Breach

A. Privacy Act Routine Uses

The Executive Director is responsible for CASA's privacy program and is responsible for overseeing, coordinating, and facilitating CASA's privacy compliance efforts.

The Executive Director shall ensure that all agency Privacy Act System of Records Notices (SORNS) include routine uses for the disclosure of information necessary to respond to a breach either of the agency's PII or, as appropriate, to assist another agency in its response to a breach.

CASA is not able to release information to other organizations to assist with efforts to respond to a breach unless formal MOUs are amended to permit sharing for this purpose.

B. Contracts and Contractor Requirements for Breach Response

CASA shall ensure that contract terms necessary for the agency to respond to a breach are included in contracts when a contractor creates, collects or maintains Federal information on behalf of CASA or uses or operates an information system on behalf of CASA. To the extent that a cooperative agreement or other such instrument requires

another organization or entity to perform such functions on behalf of CASA, the CASA must similarly ensure that such cooperative agreements or instruments include the following terms:

- Clearly define the roles and responsibilities of contractors that operate Federal information systems that create, collect use, process, store, maintain, disseminate, disclose or dispose of PII on behalf of CASA;
 - Require the contractor to cooperate with and exchange information with agency officials, as determined necessary, to effectively report and manage a suspected or confirmed breach;
 - Require contractors to properly encrypt PII in accordance with OMB Circular A-130 and other applicable policies and to comply with any CASA specific policies for protecting PII;
 - Require the contracted agency to follow regular training for contractors on how to identify and report a breach;
 - Require contractors to report a suspected or confirmed breach in any medium or form, including paper, oral, and electronic, as soon as possible and without unreasonable delay, consistent with CASA's incident management policy and US-CERT notification guidelines;
 - Require the contractor to maintain capabilities to determine what Federal information was or could have been accessed and by whom;
 - Allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with this policy, and to assist with responding to a breach;
 - Identify roles and responsibilities for responding to a breach in accordance with this policy;
 - Explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor failed to provide adequate safeguards for PII.
- C. Identifying Logistical and Technical Support to Respond to a Breach
- Logistical and technical support are often essential to effectively and efficiently respond to a breach.
 - The Executive Director shall identify the logistical capabilities that exist within the organization as well as the gaps in CASA's technical capabilities. Technical assistance may be requested from US-CERT.

V. Required Reporting/Failure to Report Consequences

- There is an obligation to report a suspected breach to the Director. Individuals shall not wait for confirmation that a breach has in fact occurred before reporting since a delay could undermine the organization's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.
- For example: If an individual loses a mobile device that contains PII, the person shall report the loss of the device even if it is believed that he or she may be able to locate the device in the future. This is critical because the organization may have the ability to wipe information remotely from the device, thereby reducing or eliminating the risk that the PII may be accessed without authorization or used for malicious purposes.
- If an individual fails to report, he or she is subject to CASA's Corrective Action and Dismissal Policy.

VI. PII Determination

- Information is determined to be PII if there is a risk that the individual can be identified using the information with other information that is linked or linkable to the individual.
- Information that is not PII can become PII whenever additional information becomes available in any medium or source – that would make it possible in any way to identify an individual.

VII. Breach Determination

- An Assessment of Risk reveals whether a suspected or confirmed breach of PII exists.
- The Assessment of Risk determines whether the suspected breach contains information that can be used to trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific person.
- If a breach or suspected breach is determined to exist, the Breach Response Plan must be followed.

VIII. Breach Response Plan

The Breach Response Plan is a component of the Formal Incident Response Plan that directs the processes for reporting, investigating, and managing a breach which includes the required elements below:

A. Identifying Roles and Response location:

1. CASA's administrative office is designated as a principal security operation center (SOC) (or wherever the Executive Director is based in the event of remote work).
2. The Executive Director leads the Breach Team serving as the SAOP (Senior Agency Official for Privacy), the Chief Information Officer (CIO), and the Senior Agency Information Security Officer.
3. An outside legislative affairs official and/or communications official can be engaged as needed.

B. Assessing the Risk of the Breach:

1. When made aware of a suspected or confirmed breach, the Executive Director shall determine whether the organization's response can be conducted at the staff level or whether the Breach Response Team must convene.
2. CASA's response can occur at the staff level if the incident is not determined to constitute a "major incident" [as referenced in OMB guidance per 44 U.S.C. 3554 (b)(7)(C)(III)(aa)-(bb) without formal definition].

C. Convening the Breach Response Team

1. The Breach Response Team is comprised of the Executive Director, the Program Leader, and the Board President or the Board Vice President, and Legal Counsel.

2. The Breach Response Team shall convene upon detection of a suspected or confirmed breach of PII that constitutes a “major incident” as soon as possible and no later than 24 hours following the detection.
3. The Breach Response Team may need to consult with law enforcement when a breach involves the violation or suspected violation of law or when a breach is subject of a law enforcement investigation.

D. Identifying Applicable Privacy Compliance Documentation

1. The Executive Director in coordination with the Breach Response Team is responsible to identify any applicable privacy compliance documentation, Privacy Act SORNs, privacy impact assessments (PIAs) and privacy notices that may apply to the potentially compromised information.
2. The compliance documentation will help identify what information was potentially compromised, the population of individuals potentially affected, and the purpose for which the information was originally collected, the permitted uses and disclosures of the information, and other information that may be useful when developing the organization’s response.
3. The minimum privacy compliance documentation shall include the following:
 - a. Which SORNs, PIAs, and privacy notices apply to the potentially compromised information?
 - b. If PII maintained as part of a system of records needs to be disclosed as part of the breach response, is the disclosure permissible under the Privacy Act and how will CASA account for the disclosure?
 - c. If additional PII is necessary to contact or verify the identify of individuals potentially affected by the breach, does that information require new or revised SORNs or PIAs?
 - d. Are the relevant SORNs, PIAs, and privacy notices accurate and up-to-date?

E. Sharing Information to Respond to a Breach

1. The Executive Director in coordination with the Breach Response Team must identify the need for potential information sharing within the organization, between organizations, or with a non-Federal entity that may arise following a breach to reconcile or eliminate duplicate records, to identify potentially affected individuals, or to obtain contact information to notify potentially affected individuals.
2. To assess the potential for sharing information that may be required in response to a breach, the following shall be considered:
 - a. Would the information sharing be consistent with existing agreements or require new data use agreements, information exchange agreements, or memoranda of understanding?
 - b. How will PII be transmitted and protected when in transmission, for how long will it be retained, and may it be shared with third parties?

F. Reporting Requirements and Failure to Report Consequences:

1. The Executive Director is required to notify the following people internally: Board President, and Breach Response Team as indicated.
2. The Executive Director is required to notify the following external entities as indicated or other oversight entities in behalf of the organization in a timely manner - whether or not the breach is unconfirmed or the circumstances are still unclear.
 - a. VOCA Contract: If VOCA funding (or other Federal funding) is received:
 - 1) The Federal Awarding agency officials or VOCA Contract Analyst must be notified of a suspected or confirmed breach via email;
 - 2) An email describing the event must also be submitted to MDHHS-DVS-DataBreach@michigan.gov containing the information necessary to properly escalate, refer, and respond to a breach; and
 - 3) This notification shall occur as soon as possible and without unreasonable delay, within 24 hours after the occurrence of an actual breach or detection of an imminent breach.
 - b. US-CERT
 - 1) The Executive Director shall notify US-CERT of a breach consistent with the organization's Incident Management Policy and US-CERT Notification Guidelines.
 - 2) The Executive Director shall assess whether the breach constitutes a "major incident," per OMB guidance, and report this designation to US-CERT.
 - 3) US-CERT may help the organization assess the circumstances that contributed to the breach and take corrective actions on technical remediation within its scope.
 - c. Law Enforcement, Inspector General, and General Counsel
 - d. Congress:
 - 1) The Executive Director shall notify appropriate Congressional Committees pursuant to Federal Information Security Management Act (FISMA) no later than seven days after the date on which there is a reasonable basis to conclude that a breach that constitutes a "major incident" has occurred.
 - 2) CASA shall also supplement their initial seven-day notification to Congress with a report no later than 30 days after the agency discovers a breach. This notification shall be consistent with FISMS and OMB guidance on reporting a breach to Congress.

G. Assessing the Risk of Harm to Individuals Potentially Affected by a Breach

The Executive Director in coordination with the Breach Response Team shall conduct and document an Assessment of the Risk of Harm to Potentially Affected Individuals, which includes the (1) Risk of Harm to the Individual, (2) Nature of the Sensitivity of the PII, (3) Likelihood of Access and use of PII, and (4) Security Safeguards:

1. Risk of Harm to Individual:

The assessment shall consider the potential harms that could result from the loss or compromise of PII. This may include the effect of a breach of

confidentiality or fiduciary responsibility, the potential for blackmail, the disclosure of private facts, mental pain and emotional distress, the disclosure of contact information for victims of abuse, the potential for secondary uses of the information which could result in fear or uncertainty, or the unwarranted exposure leading to humiliation or loss of self-esteem.

2. **Nature of the Sensitivity of the PII**

The assessment shall include the nature and sensitivity of the PII potentially compromised by the Breach including the potential harms that an individual could experience from the compromise of that type of PII. When assessing the nature and sensitivity of PII potentially compromised by a breach, the following shall be considered at a minimum: (a) Data Elements, (b) Context, (c) Private Information, (d) Vulnerable Populations, (e) Permanence

a. **Data Elements**

- The assessment shall include an evaluation of the sensitivity of each individual data element as well as the sensitivity of all the data elements together.
- The assessment shall consider information that may have been potentially compromised in a previous breach, as well as any other available information that when combined with the information may result in an increased risk of harm to the individuals.
- Examples of particularly sensitive data elements that present an increased risk of harm to the individual: SSNs, passport numbers, driver's license numbers, state identification numbers, bank account numbers, and biometric identifiers.

b. **Context**

- The assessment shall consider the context or the purpose for which the PII was collected, maintained, and used;
- This assessment is required since the same information in different contexts can reveal additional information about the impacted individuals.

c. **Private Information**

- The assessment shall evaluate the extent to which the PII constitutes information that an individual would generally keep private. "Private Information" may not present a risk of identity theft or other criminal conduct, but may pose a risk of harm such as embarrassment, blackmail, or emotional distress.
- Examples of private information include: derogatory personnel or criminal information, personal debt and finances, medical conditions, treatment for mental health, pregnancy related information, sexual history or sexual orientation, adoption or surrogacy information, immigration status, and passwords.

d. **Vulnerable Populations**

- The assessment shall consider whether the affected individuals are from a particularly vulnerable population that may be at

greater risk of harm than the general population and the extent to which the PII identifies or disproportionately impacts a particularly vulnerable population

- Potentially vulnerable populations include, but are not limited to: children; active duty military; government officials in sensitive positions; senior citizens; individuals with disabilities; confidential informants; witnesses; certain populations of immigrants; non-English speakers; and victims of certain crimes such as identity theft, child abuse, trafficking, domestic violence or stalking.

e. **Permanence**

- The assessment shall consider the permanence of the PII which includes an assessment of the relevancy and utility of the information over time and whether the information will permanently identify an individual. Some information loses its relevancy or utility as it ages, while other information is likely to apply to an individual through his or her life.
- Examples: An individual's health insurance ID number can be replaced, however; information about an individual's health may remain relevant for an individual's entire life.
- Special consideration is warranted when a breach involves biometric information including fingerprints, hand geometry, retina or iris scans, and DNA or other genetic information. When considering the nature and sensitivity of biometric information, factor in the known current uses of the information and consider that, with future advancements in science and technology, biometric information could have additional uses not yet contemplated.

3. **Likelihood of access and Use of PII**

The assessment shall include the following when assessing the likelihood of access and use of PII potentially compromised by a breach: (a) Security Safeguards, (b) Format and Media, (c) Duration of Exposure and (d) Evidence of Misuse:

a. **Security Safeguards**

- The assessment shall evaluate the implementation and effectiveness of security safeguards protecting the information. Security safeguards may significantly reduce the risk of harm to potentially affected individuals, even when the PII is particularly sensitive. The assessment shall consider each of the employed security safeguards on a case-by-case basis and take into account whether the type, value, or sensitivity of the information might motivate a malicious actor to put time and resources towards overcoming those safeguards.
- Encryption:
 - The assessment shall confirm whether encryption was in effect, the degree of encryption; at which level the

encryption was applied; and whether the decryption keys were controlled, managed, and used.

- Encryption can be applied at the device-level; file-level; and to information at rest or in transmission.
 - OMB Circular A-130 requires agencies to encrypt all FIPS 199 moderate -impact and high-impact information at rest and in transit unless encrypting such information is technically infeasible or would demonstrably affect CASA's ability to carry out its mission, functions or operations; and the risk of not encrypting is accepted by the authorizing official and approved by the agency Executive Director.
 - The Executive Director shall consult with technical experts, as appropriate to ascertain whether information was properly encrypted. For additional information refer to Nation Institute of Standards and Technology Federal Information Processing Standards Publication 140, Security Requirements for Cryptographic Modules at:
<http://csrc.nist.gov/publications>
 - Other safeguards may include redaction, data masking, remote wiping, or physical security such as a locked case.
- b. Format and Media
- The assessment shall evaluate whether the format or media of the PII may make its use difficult and resource-intensive. The format of the PII or the media on which it is maintained may make the PII more susceptible to a crime of opportunity
 - Example: A spreadsheet on a portable USB flash drive is easily accessible to an unauthorized user.
 - The assessment shall consider the type, value, or sensitivity of the PII. If the PII is particularly valuable, it may increase the likelihood of access regardless of its format or media since the value of the information may outweigh the difficulty and resources needed to access the information.
- c. Duration of Exposure:
- The assessment shall consider the amount of time that the PII was exposed. PII that was exposed for an extended period of time is more likely to have been accessed or used by unauthorized users.
 - Examples: A file containing PII left in a hotel lobby for an hour before being recovered is less likely to have been accessed by an unauthorized user than if it had been left for three days prior to be recovered. Similarly, PII inadvertently published to a public Internet page for an hour before being removed is less likely to have been accessed by an unauthorized user than if it had been available on the public Internet page for a week.

d. Evidence of Misuse

- The assessment shall determine whether there is evidence of misuse. In some situations, CASA may be able to determine with a high degree of certainty that PII has been or is being misused. In some situations, CASA may be able to determine with reasonable certainty that the PII will not be misused.
- Example: A forensic analysis of a recovered device may reveal that the PII was not accessed.

4. **Type of Breach**

The assessment shall include the following when determining the type of breach: a. Intent and b. Recipient.

a. Intent

- The assessment shall consider whether the breach was intentional, unintentional, or whether the intent is unknown
- Intentional: If the breach was intentional, it should be determined whether the information was the target, or whether the target was the device itself (like a mobile phone, laptop) and whether the compromise of the information was incidental.
- Examples of an intentional breach include the theft of a device storing PII from a car or office.
- The risk of harm to individuals may be lower when the breach is unintentional, however that is not always the case, and each breach response officials must conduct a case-by-case assessment to determine the risk of harm.
- Examples of an unintentional breach include an employee accidentally emailing another individual's PII to the wrong email address or losing one's mobile device.
- In circumstances where the organization has notified law enforcement of a breach, the Executive Director shall consider any relevant information provided to the organization by law enforcement that may help inform whether the breach was intentional or unintentional.

b. Recipient

- In some cases, CASA may know who received the compromised PII. This information, when available, may help in determining the risk of harm to individuals.
- Example: An employee sends an individual's PII via email to another employee in the same organization who does not need to know that PII for his or her duties. The risk of harm may be minimal if it is confirmed that, for example, the individual is known to the agency, acknowledged receipt of the PII, did not forward or otherwise use the PII and the PII was properly, completely, and permanently deleted by the recipient. This is a breach that must be reported within the agency and appropriately responded to, but the risk of harm is low enough

that the response may not necessitate that the agency notify or provide services to the individual whose PII was compromised. Conversely, if the analysis reveals that the PII is under control of a group or a person who is either untrustworthy or know to exploit compromised information, the risk of harm to the individual is considerably higher.

H. Mitigating the Risk of Harm to Individuals Potentially Affected by a Breach

1. After assessing the Risk of Harm to the Individuals Potentially Affected by a Breach, The Executive Director in coordination with the Breach Response Team, shall consider how to mitigate the identified risks.
2. Mitigating the risks may include whether CASA should take counter measures, offer guidance, or provide services to individuals potentially affected by a breach.
3. The Executive Director shall ultimately decide whether or not to provide services in light of the assessed risk of harm.
4. The Executive Director shall determine and document the actions that the agency will take to mitigate the risk of harm. These actions can include
 - a. Countermeasures
 - CASA shall consider what countermeasures it can take that may limit or reduce the risk of harm.
 - Examples: Expiring or resetting potentially compromised passwords or placing an alert in a database containing potentially compromised PII
 - b. Guidance
 - CASA shall consider what guidance to provide to those individuals about how they may mitigate their own risk of harm.
 - Federal Trade Commission (FTC) provides specific guidance for when a breach involves SSNs, payment card information, bank accounts, driver's licenses, children's information and account credentials.
 - When choosing guidance to mitigate the risk of harm, the guidance options in Appendix II should be considered.
 -
 - c. Services
 - CASA shall consider if there are services the agency can provide.
 - If it is determined that no service currently available mitigates a specific risk of harm, the organization may choose not to provide services to the potentially affected individuals.

I. Notifying Individuals Potentially Affected by a Breach

1. The Executive Director in coordination with the Breach Response Team when applicable is responsible for notifying individuals potentially affected by a

breach. Because each breach is fact-specific, the decision of whether or not to notify individuals depends on the circumstances of the breach.

2. The Assessed Risk of Harm to Individuals shall inform CASA's decision of whether or not to notify individuals. When deciding whether or not to notify individuals potentially affected by a breach, the organization shall consider the assessed risk of harm including if, when, and how provide notification to potentially affected individual and other relevant entities.
3. CASA's decision to offer guidance, take countermeasures, or provide services to individuals potentially affected by a breach may necessarily require CASA to notify those individuals of the breach and of those steps taken to mitigate any identified risks.
4. CASA should balance the need for transparency with concerns about over-notifying individuals. Notification may not always be helpful to the potentially affected individuals, and CASA should exercise care to evaluate the benefit of providing notice to the individuals or notifying the public.
5. Certain Federal information systems may be subject to other breach notification requirements, such as those subject o the Health Insurance Portability and Accountability Act. The Executive Director shall ensure that appropriate subject matter experts who can identify those requirements are part of the Breach Response Team.
6. In circumstances where multiple notification requirements apply to a breach, provide a single notice to potentially affected individuals that complies with the guidance in this policy.
7. When it is determined necessary to notify individuals potentially affected by a breach, the Executive Director in coordination with the Breach Response Team when applicable, shall consider the following: (a) Source of the Notification, (b) Timeliness of the Notification, (c) Contents of the Notification, (d) Method of Notification, and (d) Special Considerations
 - a. Source of the Notification
When notification is necessary, helpful, or otherwise required, the Executive Director or Board President shall be the source of the notification to potentially affected individuals. If PII created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed of by a contractor, or by a subcontractor on behalf of CASA is involved in a breach, CASA may require the contractor to notify any potentially affected individuals.
 - b. Timeliness of the Notification
Notification shall occur as expeditiously as practicable and without unreasonable delay. As a practical matter, CASA should avoid providing multiple notifications for a single breach and should balance the timeliness of the notification with the need to gather and confirm information about a breach and assess the risk of harm to potentially affected individuals. If a technical issue contributed to the breach, the Executive Director may also consider whether the issue has been corrected or resolved prior to providing notification.

The Attorney General, the head of an element of the Intelligence Community, or the Secretary of DHHS may delay notifying individuals potentially affected by a breach if the notification would disrupt a law enforcement investigation, endanger national security, or hamper security remediation actions. Any instruction to delay notification shall be sent to the Executive Director.

- c. Contents of the Notification
 - 1) Notifications to individuals shall be concise and use plain language. Generic or repetitive language should be avoided, and the notification should be tailored to the specific breach.
 - 2) Different notifications may be drafted for different populations affected by the same breach.
 - 3) At a minimum, notifications shall include
 - a) A brief description of what happened including the date(s) of the breach and of its discovery;
 - b) To the extent possible, a description of the types of PII compromised by the breach (i.e. full name, SSN, date of birth, home address, diagnoses, protected health information);
 - c) A statement of whether the information was encrypted or protected by other means, when it is determined that disclosing such information would be beneficial to potentially affected individuals and would not compromise the security of the information system;
 - d) Guidance to potentially affected individuals on how they can mitigate their own risk or harm, countermeasures CASA is taking, and services CASA is providing to potentially affected individuals, if any;
 - e) Steps CASA is taking, if any, to investigate the breach, to mitigate the losses, and to protect against a future breach; and,
 - f) Whom potentially affected individuals should contact at the organization for more information including a telephone number, email address, and postal address.
 - 4) CASA may want to provide additional details in a Frequently Asked Questions (FAQ) format on the agency website or via an enclosure.
 - 5) If there is knowledge that the potentially affected individuals are not English speaking, or require translation services, notification should also be provided in the appropriate languages to the extent feasible.
 - 6) Guidance on how to draft a notification is available from the Federal Trade Commission (FTC), which is a leader in providing clear and understandable notifications to consumers.

d. Method of Notification

- 1) The Executive Director shall select the method for providing notification. The best method for providing notification will potentially depend on the number of individuals affected, the available contact information for the potentially affected individuals, and the urgency with which the individuals need to receive notification.
- 2) First-Class Mail:
 - a) First Class Mail notification to the last known mailing address of the individual in agency records should be the primary means by which notification is provided.
 - b) Where there is reason to believe that the address is no longer current, CASA should take reasonable steps to update the address by consulting with other agencies such as the U.S. Postal Service.
 - c) Notifications should be sent separately from any other mailing so that it is conspicuous to the recipient.
 - d) The front of the envelope should be labeled to alert the recipient to the importance of its contents and should be marked with the name of the agency as the sender to reduce the likelihood the recipient thinks it is advertising mail.
 - e) Procedures should be in place for how to provide a secondary notification if the mail is returned undeliverable.
- 3) Telephone
 - a) Telephone notification may be appropriate in cases where urgency may dictate immediate and personalize notification or when a small number of individuals are affected.
 - b) Telephone notification should be contemporaneous with written notification by first-class mail
- 4) Email
 - a) Email notification is not recommended due to high risk of malicious email attacks that are often launched when attackers hear about a breach.
 - b) Emails often do not reach individuals because they are automatically routed to spam or junk mail folders.
 - c) While email is not recommended as the primary form of notification, in limited circumstances it may be appropriate.
- 5) Substitute Notification
 - a) Substitute notification may be provided if there isn't sufficient contact information to provide notification, and also as supplemental notification for any breach to keep potentially affected individuals informed.

- b) This type of notification may be beneficial if the organization needs to provide an immediate or preliminary notification in the wake of a high-profile breach when notification is time-sensitive.
- c) A substitute notification should consist of a conspicuous posting of the notification on the home page of the agency's website and/or notification to a major print and broadcast media, including major media in areas where the potentially affected individuals reside.
- d) The substitute notification should include a phone number and/or an email address that the individual can use to learn whether or not his or her personal information is affected by the breach.
- e. Special Considerations
 - 1) When a breach potentially affects a vulnerable population, a different type of notification to that population may need to be provided.
 - 2) There may be instances when notification is provided to individuals other than those whose PII was potentially compromised. For example, when the individual whose information was potentially compromised is a child, CASA may provide notification to the child's legal guardian or caseworker.

IX. Tracking and Documenting the Response to a Breach

The Executive Director shall develop and maintain a formal process to track and document each breach reported to CASA. Components of this process include the following:

1. Notifying the Board President regarding the suspected or confirmed breach in a timely manner, the status of the ongoing response, and determining when the response to a breach has concluded along with the outcomes of the response.
2. CASA shall use the Standard Internal Breach Report (Appendix I)
3. The Standard Internal Breach Report allows for CASA to track and monitor the following:
 - a. The total number of breaches reported over a given time
 - b. The status for each reported breach, including whether CASA's response to a breach is ongoing or has concluded;
 - c. The number of individuals potentially affected by each reported breach;
 - d. The types of information potentially compromised by each reported breach;
 - f. Whether after assessing risk of harm, CASA provided notification to the individuals potentially affected by a breach;
 - g. Whether CASA provided services to the individual potentially affected by a breach after considering how to best mitigate the identified risks; and
 - h. Whether a breach was reported to US-CERT and/or Congress

X. Lessons Learned

- A. At the end of each quarter of the year, the Executive Director shall provide a report to the Board President detailing the status of each breach reported during the fiscal year.
- B. The Board President shall review the report and validate that the report accurately reflects the status of each reported breach.
- C. When there is a report to Congress, the Executive Director shall convene the Breach Response Team to formally review the response to the breach and identify any lessons learned. Lessons learned shall be used to implement specific, preventative actions.
- D. CASA shall document any changes to its Breach Response Plan, policies, training or other documentation resulting from lessons learned. If there are specific challenges preventing CASA from instituting remedial measures, CASA shall also document those challenges.

XI. Table Top Exercises and Annual Plan Review

A. Table Top Exercises

The Executive Director shall annually convene the Breach Response Team to hold a table top exercise. The purpose of the tabletop exercise is to test the breach response plan and help ensure that members of the team are familiar with the plan and understand their specific roles. Testing Breach Response Plans is an essential part of risk management and breach response preparation. Table top exercises should be used to practice a coordinated response to a breach, further refine and validate the Breach Response Plan, and to identify potential weaknesses in CASA's response capabilities.

B. Annual Breach Response Plan Reviews

At the end of each fiscal year, the Executive Director shall review the reports detailing the status of each breach reported during the fiscal year and consider whether CASA should undertake any of the following actions:

1. Update its Breach Response Plan;
2. Develop and implement new policies to protect the agency's PII holdings;
3. Revise existing policies to protect the agency's PII holdings;
4. Reinforce or improve training and awareness;
5. Modify information sharing arrangements; and
6. Develop or revise documentation such as SORNs, PIAs, privacy policies

XII. Annual Federal Information Security Management Act (FISMA) Reports

An annual report on the adequacy and effectiveness of information security policies, procedures, and practices includes the following:

- A description of “major information security incidents” and “major incidents” that involved a breach.
- Descriptions of CASA’s implementation of this policy which minimally include:
 - Confirmation that CASA satisfied all the requirements for training and awareness with respect to breach reporting, or if not, explain why the training requirements are not satisfied and what steps CASA will take to satisfy the requirements in the next reporting period;
 - Number of breaches reported during the reporting period;
 - Number of breaches reported to US-CERT;
 - Number of breaches reported to Congress;
 - Number of potentially affected individuals;
 - Submit CASA’s Breach Response Plan and certify that the plan has been reviewed and updated over the past 12 months; as appropriate;
 - Submit the names and titles of individuals on CASA’s Breach Response Team and identify individuals who were removed from the team or added to the team over the past 12 months;
 - Confirm that the members of the Breach Response Team participated in at least one tabletop exercise during the reporting period or, if not, explain why and what steps CASA will take to ensure that the Breach Response Team participates in a tabletop exercise during the next reporting period.

44 U.S.C. 3552.

2 CFR 200.79

OMB M-17-12

OMB M-17-18

OMB Memorandum M-16-24, Role and Designation of Senior Agency Officials for Privacy (Sept. 15, 2016), available at

http://www.whitehouse.gov/sites/default/files/omb/memoranda/2016/m_16_24_0.pdf

OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, (Jan 3, 2017)

OMB Circular No. A-130, Managing Information as a Strategic Resource (July 28, 2016), available at <https://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a130/a130revised.pdf>

OMB Memorandum M-16-03, Fiscal Year 2015-2016 Guidance on Federal Information Security and Privacy Management Requirements (Oct. 30, 2015), available at

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/2016/m-16-03.pdf>

US-CERT Federal Incident Notification Guidelines, UNITED STATES COMPUTER EMERGENCY READINESS TEAM, available at https://www.us-cert.gov/sites/default/files/publications/Federal_Insndent_Notification_Guidelines.pdf (accessed Nov. 18, 2016).

Adopted by the Board on November 30, 2020

Standard Internal Breach Report

Date: _____

Name/Title of Person Completing Report: _____

Response Status: Ongoing: _____ Concluded: _____

Breach Reported by: First/Last Name, Title: _____

Email: _____ Phone: _____

Breach Description

Date of Incident: _____ Approximate time: _____

Location of Breach: _____

Summary of Breach: Do not include PII or classified information. Summarize the facts or circumstances of the breach or suspected breach including:

- a. A description of the parties involved in the breach;
- b. The physical or electronic storage location of the information at risk;
- c. If steps were immediately taken to contain the breach;
- d. Whether the breach is an isolated occurrence or a systematic problem;
- e. Who conducted the investigation of the breach, if applicable; and
- f. Any other pertinent information

Type(s) of information potentially compromised by reported breach:

_____	Lost Information or Equipment	Y	N
_____	Stolen Information or Equipment	Y	N
_____	Unauthorized Equipment (ie. Using an unauthorized personal device or email account to store PII)	Y	N
_____	Unauthorized Disclosure	Y	N

Reporting Requirements

VOCA Contract Analyst	N	N/A	Y	Date: _____
Reported to:				Phone: _____
Email: _____				Incident No. _____
US-CERT	N	N/A	Y	Date: _____
Reported to: _____				Phone: _____
Email: _____				Incident No. _____
Law Enforcement	N	N/A	Y	Date: _____
Reported to: _____				Phone: _____
Email: _____				Incident No. _____
Inspector General	N	N/A	Y	Date: _____
Reported to: _____				Phone: _____
Email: _____				Incident No. _____
General Counsel	N	N/A	Y	Date: _____
Reported to: _____				Phone: _____
Email: _____				Incident No. _____
Congress	N	N/A	Y	Date: _____
Congress Report (7 day)	N	N/A	Y	Date: _____

Reporting Individual/Title: _____

Reporting Individual's Email: _____ Phone: _____

Assessment of the Risk of Harm to Individuals Potentially Affected by a Breach

Assessed Risk of Harm to Individual(s)

Nature of the Sensitivity of the PII

Data Elements (Evaluate the sensitivity of each individual data element as well as the sensitivity of all the data elements together. Consider information that may have been potentially compromised in a previous breach) _____

Context (or purpose for which the PII was collected, maintained, and used): _____

Private Information: Evaluate the extent to which the PII constitutes information that an individual would generally keep private. _____

Vulnerable Population: Evaluate whether the affected individuals are from a particularly vulnerable population that may be at greater risk of harm than the general population and the extent to which the PII identifies or disproportionately impacts a particularly vulnerable population. _____

Permanence: Evaluate the permanence of the PII which includes an assessment of the relevancy and utility of the information over time and whether the information will permanently identify an individual. _____

Likelihood of Access and Use of PII

Security Safeguards: _____

Encryption: _____

Other safeguards: _____

Format and Media (Evaluate whether the format or media of the PII may make its use difficult and resource-intensive. Consider the type, value, or sensitivity of the PII). _____

Storage Medium (i.e. Laptop, tablet, desktop, external storage device, smartphone, paper files, external storage device, oral disclosure, Google Drive) _____

Duration of Exposure: (Consider the amount of time that the PII was exposed.) _____

Evidence of Misuse: _____

Type of Breach

Intent: Intentional Unintentional _____ Unknown _____

Recipient of PII: Unknown _____ Known: _____

Determined Response following Assessment

Mitigating Risk of Harm to Individual Potentially Affected by a Breach:

Actions to mitigate the risk of harm:

Countermeasures:

Guidance:

Services to individual(s) N Y Description: _____

Other:

Notification to Individuals Potentially Affected by a Breach N Y

Describe who notified _____

Factors to determine whether to notify:

Assessed Risk of Harm to Individuals

Requirements from Federal Information Systems or other breach notification requirements

Type of Notification:

First Class Mail Y N Date:

Telephone Y N Date

Email Y N Date

Substitute Notification Y N Date:

Special Considerations

Notification to Board President

Informed regarding suspected/confirmed breach of PII Date

Informed regarding status of ongoing response Date;

Informed that response to breach has concluded: Date:

Executive Director

Date

Incident Review/Actions:

Board President

Date

Appendix II Examples of Guidance an Agency May Offer

Cyber Hygiene: Provide individuals with resources on good cyber hygiene (i.e. setting up multi-factor authentication, using complex passwords). Resources include: DHS’s Stop.Think.Connect. Campaign at <https://www.dhs.gov/stopthinkconnet> or <https://www.ftc.gov/onguardonline>; US-CERT’s tips on protecting privacy at: <https://www.us.cert.gov/ncas/tips/ST04-013>; and US-CERT’s tips on preventing online identity theft at: <https://www.us-cert.gov/ncas/tips/ST05-019>.

FTC.gov/idtheft: The FTC’s website provides free identity theft resources for individuals as well as community leaders, businesses, advocates, and law enforcement to share in their communities. The website includes resources on proactive steps individuals can take to monitor and protect their information and education themselves on the different types of identity theft and the resources available to protect against and recover from identity theft.

IdentityTheft.gov: This is the Federal Government’s on-stop resource for identity theft victims. Individuals and use the website to report identity theft and get a personalized recovery plan that walks them through each step, updates the plan as needed, and pre-fills letters and forms. It also advises individuals on steps they can take to prevent identity theft when they receive notice that their PII has been compromised. The website is managed by the FTC and is integrated with the FTC’s complaint system, which makes the complaint information available to law enforcement across the country through Consumer Sentinel, a secure online database available to law enforcement

Counseling Resources

Appendix III: Government-Wide Incident and Breach Response Resources

Federal Laws

Federal Information Security Modernization Act (FISMA) of 2014 Pub. L. 113-283, 128 Stat. 3073 (Dec. 18, 2014) (primarily codified at 44 U.S.C. chapter 35, subchapter 11).

Executive Orders, Memoranda, and Directives

Resources Related To Breach

OMB Memorandum M-17-09, Management of Federal High Value Assets (Dec. 9, 2016). Tip: This Memorandum requires agencies to routinely test incident response procedures for all HVAs as part of agencies implementation and validation of security controls.

OMB Memorandum M-17-05, Fiscal Year 2016-2017 Guidance on Federal Information Security and Privacy Management Requirements (Nov. 4 2016). Tip: See Section II for the definition of "Major Incident," guidance on when a breach constitutes a Major Incident, reporting a Major Incident to US-CERT and OMB, and associated Congressional reporting requirements. Note: OMB updates this guidance annually and the most current guidance can be located at https://www.whitehouse.gov/omb/memoranda_default.

PPD-41, Annex for Presidential Policy Directive - United States Cyber Incident Coordination (July 2016) Tip: See Section III, Federal Government Response to Incidents Affecting Federal Networks for guidance on when a Breach meets the definition of a "significant cyber incident" and shall be managed in accordance with this directive.

OMB Circular A-130, Managing Information as a Strategic Resource (July 28, 2016) Tip: See Appendix II, Section 5 (h) for a summary of incident handling responsibilities for managing P II

OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response (July 1, 2016) Tip: This Memorandum requires, with limited exceptions, that agencies use the government-wide blanket purchase agreement for Identity Monitoring Data Breach Response and Protection Services awarded by the General Services Administration.

OMB Memorandum M-15-01, Fiscal Year 2014-2015 Guidance on Improving Federal Information Security and Privacy Management Practices (Oct. 3, 2014) Tip: See Section III: FY 2014 FISMA Reporting and Privacy Management Guidance for the requirement that agencies report to US-CERT cyber-related (electronic) incidents with confirmed loss of confidentiality, integrity, or availability within one hour.

Agencies or Sub-Components with Specific Government-wide Guidance

Department of Commerce/ National Institute of Standards and Technology (NIST)

NIST Special Publication 800-61 (Revision 2), Computer Security Incident Handling Guide (Aug. 2012)

NIST Special Publication 800-34 (Revision 1), Contingency Planning Guide for Federal Information Systems and Organizations (Apr. 2013) Tip: See control MP-6(8) for information on remote

purging/wiping of lost or stolen mobile devices. See several controls throughout the document for information on properly encrypting information on various media and contexts.

NIST Special Publication 800-122, Guide to Protecting the Confidentiality of PII (Apr. 2010)

Department of Homeland Security (DHS)/ United States Computer Emergency Readiness Team (US-CERT)

US-CERT Federal Incident Notification Guidelines

National Cybersecurity and Communications Integration Center (NCCIC) Cyber Incident Scoring System

General Services Administration

(GSA) Identity Protection Services (IPS) Multiple Award Blanket Purchase Agreement (BPA)

Suspected Abuse and Neglect Reporting Policy

The Michigan Child Protection Law requires certain professionals to report their suspicions of child abuse or neglect to Central Intake. These people are mandated reporters and have established relationships with children based on their profession. While CASA volunteers are not legally mandated reporters, they are required by policy to report suspected abuse and neglect to Central Intake consistent with National CASA and Michigan CASA's expectations and the policy below.

I. Public Policy- Michigan's Child Abuse Reporting Law (M.C.L.A. 722.621 Child Protection Law)

1. Requires mandatory reporting by professionals.
2. Provides for protection of children who are neglected or abused.
3. Preserves family life.
4. Enhances the welfare of the child.

II. Reporting Requirements:

1. Specific professionals are mandated to report suspected abuse. "A physician, dentist, physician's assistant, registered dental hygienist, medical examiner, nurse, person licensed to provide emergency medical care, audiologist, psychologist, marriage and family therapist, licensed professional counselor, social worker, licensed master's social worker, licensed bachelor's social worker, registered social service technician, social service technician, a person employed in a professional capacity in any office of the friend of the court, school administrator, school counselor or teacher, law enforcement officer, member of the 5 clergy, or regulated child care provider who has reasonable cause to suspect child abuse or neglect shall make immediately, by telephone or otherwise, an oral report, or cause an oral report to be made, of the suspected child abuse or neglect to the department." (M.C.L.A. 722.625). CASA volunteers are not legally mandated reporters, but are required by CASA's policy to report suspected abuse and neglect. It is an expectation from National CASA, Michigan CASA, and the local program to report any and all suspected cases of child abuse or neglect to Central Intake.
2. In a non-emergency, CASA volunteers should immediately contact their Advocate Supervisor ~~or~~ appropriate Staff member to discuss the situation. In an emergency, CASA volunteers should contact 911 or the appropriate authority first.
3. An oral report should immediately be filed with Central Intake. In a non-emergency, a CASA volunteer should discuss the concern with their Advocate Supervisor prior to contacting Central Intake. Within 72 hours of filing an oral report a written report should be filed. The Advocate Supervisor or Director may assist with this process.
4. The identity of person reporting shall be kept confidential (except with said persons consent or by judicial process). (M.C.L.A. 722.624).
5. Within 24 hours after receiving reports, DHHS may refer the report to the prosecuting attorney if the report meets the requirements of 722.623 (6) or shall commence an investigation of the child suspected of being abused or neglected. (M.C.L.A. 722.628).

6. Within 24 hours of a report either from the person or DHHS, the local laws enforcement agency shall refer the report to the department if the report meets the requirements of 722.623 (7), or shall commence investigation. (M.C.L.A. 722.628).

III. Central Intake Reporting Hotline for Suspected Abuse and Neglect: 1-855-444-3911

Procedure: 1.8.14; Policy adopted by the Board January 20, 2015, Amended and approved by the Board, 8.15.17
cc. Advocate Supervisor Manual, CASA Volunteer Manual

Limited English Proficiency (LEP) Policy

PURPOSE: The purpose of this policy is to establish effective guidelines, consistent with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, for program personnel to follow when providing services to, or interacting with, individuals who have limited English proficiency (LEP). Following these guidelines ensures that all children and families served by CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) are able to receive court appointed advocacy in an understandable manner.

POLICY: It is the policy of this program to provide timely meaningful access for LEP persons to the organization's programs and activities. CASA will provide free language assistance services to LEP persons require language assistance services, and will also inform LEP persons that language assistance services are available free of charge.

Adopted by the Board, August 17, 2016

Anti-Discrimination Policy

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) is an equal opportunity employer and operates in compliance with federal, state and local laws and regulations prohibiting discrimination in employment. CASA prohibits preference, limitation, specification, or discrimination based upon race, color, sex, pregnancy, marital status, parental status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical disability (not constituting a bona fide occupational qualification). CASA's facilities are free of barriers that restrict the employment of or use by physically challenged staff, volunteers, and others. Further, it is CASA's intent to ensure that the principle of equal opportunity is implemented in all personnel-related actions, including, but not limited to, recruitment, selection, hiring, testing, training, promotion, compensation, and all other terms and conditions of employment in all job classifications. Specifically addressing recruitment, CASA will advertise all full-time position vacancies and the advertisement will specify that CASA is an "Equal Opportunity Employer." This policy also applies to matters pertaining to volunteer participation, board participation, provision of services, and funding.

If an individual believes that they have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin including individuals with limited English proficiency (LEP), sex, religion, age, and disability by CASA the individual may file a discrimination complaint.

Complaint Filing

a. Any person who believes that he or she has been discriminated against may file a written complaint of discrimination within 180 days of the alleged discriminatory act with either of the following:

(1) Directly with CASA according to the Grievance Policy.

(2) Michigan Department of Health and Human Services

Lance Bettison, EEO Officer

1312 Oakland Dr.

Kalamazoo, MI 49008

(269) 337-4091 (Voice)

www.michigan.gov/mdhhs-eeo

(3) Michigan Department of Civil Rights

Capitol Tower Building

110 W. Michigan Ave., Suite 800

Lansing, MI 48933

Phone: 1/800-482-3604

Fax: (517) 241-0546

TTY: (517) 241-1965

Email: MDCR-INFO@michigan.gov

<http://www.michigan.gov/mdcr>

(4) United States Department of Justice

Office of Civil Rights

810 7 th Street, N.W.

Washington, DC 20531

(202) 307-0690 (Voice)

(202) 354-4380 (Fax)

(202) 307-2027 (TTY)

URL LINK: <http://www.ojp.usdoj.gov/about/ocr/complaint.htm>

b. The complaint must be in writing and include: (1) The basis for the complaint, e.g., of discrimination race, color, sex, age, religion, national origin including persons with limited English proficiency (LEP), disability, or retaliation. (2) The name, address and phone number of the person (complainant) filing the charge. (3) The name and address of the provider (respondent) being filed against. (4) The description and dates of the alleged discriminatory act(s). (5) Be affirmed or signed by complainant.

c. Complaints filed with federal agencies are subject to the federal laws governing such complaints. Final determination of the validity of the complaint will be made by that agency.

Reviewed, Amended, and Approved by the Board, December 1, 2012
Reviewed, Amended, and Approved by the Board, May 4, 2013
Reviewed, Amended, and Approved by the Board, February 10, 2015
Reviewed, Amended, and Approved by the Board, June 6, 2017

Equal Employment Opportunity Policy

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) is an equal opportunity employer and operates in compliance with federal, state and local laws and regulations prohibiting discrimination in employment. CASA prohibits preference, limitation, specification, or discrimination based upon race, color, sex, pregnancy, marital status, parental status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical disability (not constituting a bona fide occupational qualification). CASA's facilities are free of barriers that restrict the employment of or use by physically challenged staff, volunteers, and others. Further, it is CASA's intent to ensure that the principle of equal opportunity is implemented in all personnel-related actions, including, but not limited to, recruitment, selection, hiring, testing, training, promotion, compensation, and all other terms and conditions of employment in all job classifications. Specifically addressing recruitment, CASA will advertise all full-time position vacancies and the advertisement will specify that CASA is an "Equal Opportunity Employer." This policy also applies to matters pertaining to volunteer participation, board participation, provision of services, and funding.

If an individual believes that they have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin including individuals with limited English proficiency (LEP), sex, religion, age, and disability by CASA the individual may file a discrimination complaint.

Complaint Filing

a. Any person who believes that he or she has been discriminated against may file a written complaint of discrimination within 180 days of the alleged discriminatory act with either of the following:

(1) Directly with CASA according to the Grievance Policy.

(2) Michigan Department of Health and Human Services

Lance Bettison, EEO Officer

1312 Oakland Dr.

Kalamazoo, MI 49008

(269) 337-4091 (Voice)

www.michigan.gov/mdhhs-eeo

(3) Michigan Department of Civil Rights

Capitol Tower Building

110 W. Michigan Ave., Suite 800

Lansing, MI 48933

Phone: 1/800-482-3604

Fax: (517) 241-0546

TTY: (517) 241-1965

Email: MDCR-INFO@michigan.gov

<http://www.michigan.gov/mdcr>

(4) United States Department of Justice

Office of Civil Rights

810 7 th Street, N.W.

Washington, DC 20531

(202) 307-0690 (Voice)

(202) 354-4380 (Fax)

(202) 307-2027 (TTY)

URL LINK: <http://www.ojp.usdoj.gov/about/ocr/complaint.htm>

b. The complaint must be in writing and include: (1) The basis for the complaint, e.g., of discrimination race, color, sex, age, religion, national origin including persons with limited English proficiency (LEP), disability, or retaliation. (2) The name, address and phone number of the person (complainant) filing the charge. (3) The name and address of the provider (respondent) being filed against. (4) The description and dates of the alleged discriminatory act(s). (5) Be affirmed or signed by complainant.

c. Complaints filed with federal agencies are subject to the federal laws governing such complaints. Final determination of the validity of the complaint will be made by that agency.

Diversity, Equity, and Inclusion (DEI) Policy

Purpose

CASA for Kids, Inc., Barry, Eaton & Ingham (CASA) provides advocates for abused and neglected children. Building on our legacy of quality advocacy, we acknowledge the need to understand, respect, and celebrate diversity, including race, gender, age, religion, national origin, ethnicity, sexual orientation, socioeconomic status, and the presence of a sensory, mental, or physical disability. We also value diversity of viewpoints, life experiences, talents, and ideas. CASA's broad objective is to achieve diversity in the organization as reflected in policies, volunteer, board, and staff composition, committee activities, management plans, resource materials, public relations materials, and training opportunities.

We strive to foster an equitable and inclusive organization representative of children in the judicial system and the diverse communities we serve. CASA is inclusive, equitable, and active in recruiting a diverse pool of individuals to achieve its mission. For CASA to represent children's best interests in juvenile and family court proceedings, the board, staff, and volunteers must be cognizant of and sensitive to children's frames of reference, including their heritage, culture, ethnicity, religion, and family structure. Cultural awareness and competency should be integral components of all board, staff, and volunteer activities. CASA's advocacy is available to all individuals regardless of race, gender, age, religion, national origin, ethnicity, sexual orientation, socioeconomic status, or disability.

Definitions¹

Diversity refers to the acceptance of and respect for the variety of similarities and differences among people, including but not limited to gender, gender identity, gender expression, ethnicity, race, Native or Indigenous origin, age, generation, sexual orientation, romantic orientation, religion, belief system, marital status, parental status, other family status, socio-economic difference, appearance, language and accent, ability and disability, mental health, substance use disorders, education, geography, nationality, work style, work experience, job role, and function, veteran status, thinking style, and personality type. The inclusion of various diversity dimensions may vary by geography, community, or county.

Equity ensures that everyone has support and access to the resources needed to be successful by identifying and eliminating barriers that have prevented the full participation of all children and families advocated for, staff, board, volunteers, community partners, and supporters.

¹ These definitions are adapted from the National Association of Social Work Diversity, Equity and Inclusion Committee Charter

Improving equity involves increasing justice and fairness within the procedures and processes of institutions and systems, as well as in the distribution of resources. Equity differs from equality. Equality refers to treating everyone the same but does not necessarily lead to equitable outcomes because diverse communities have diverse needs and have faced varying obstacles and inequities.

Inclusion is a dynamic state of operating in which diversity is celebrated, and power is shared to create a fair, healthy, and high-performing organization or community. An inclusive environment ensures equitable access to resources and opportunities for all. It promotes a sense of belonging. It also supports individuals and groups to reduce risk and be respected, engaged, motivated, and valued for who they are and for their contributions toward organizational and societal goals.

DEI Plan

A DEI Plan is maintained and updated as part of the Strategic Plan to ensure that the policy standards are assessed annually.

Action	Name	Date	Notes
Approved	Board	10/22/2024	Amended by P&P/DEI Approved by Board
Amended	Policy	9/5/2024	Approved by P&P Committee
Amended	DEI	8/21/2024	Approved by DEI Committee
Approved	Board	12/7/2022	Revisions & Approval by Board
Approved	Board	11/29/2021	Revisions & Approval by Board
Approved	Board	12/6/2015	Revisions & Approval by Board
Approved	Board	2/27/2015	Revisions & Approval by Board
Adopted	Board	11/18/2014	Initial policy creation date

Anti-Harassment Policy

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) has a policy of zero tolerance concerning unlawful employee harassment. CASA expressly prohibits any form of unlawful harassment on the basis of race, color, religion, sex, national origin, age, disability, veteran status, marital status, or sexual orientation in all its practices including, but not limited to recruiting, selecting, and promoting personnel. Improper interference with the ability of employees to perform their expected job duties is not tolerated.

Harassment infringes on an employee's right to a comfortable work environment and undermines the integrity of the employment relationship. All employees should enjoy a work atmosphere free from all forms of harassment.

Concerning sexual harassment, CASA prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature especially where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or,
- Such conduct has the purpose or effect of creating an intimidating, hostile or offensive work environment.

Types of conduct that are expressly forbidden are as follows:

- Unwanted pressure for sexual favors or dates;
- Deliberate touching of hair, clothing or body, leaning over, cornering, or pinching;
- Sexual looks, gestures, jokes, remarks, or sounds;
- Giving inappropriate personal gifts, such as lingerie or underclothes;
- Asking personal questions about social or sexual life;
- Turning work discussions to sexual topics;
- Making sexual comments or innuendoes;
- Discussions of an unwanted or offensive nature regarding an individual's personal life;
- Foul or obscene language;
- Suggestive or sexually explicit posters, calendars, photographs, faxes, graffiti, or cartoons;
- Same sex harassment;
- Unwanted or offensive letters or poems, e-mail, voice messages, or telephone calls;
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided;
- Sexual assault or rape; and,
- Any other conduct or behavior CASA deems inappropriate.

Each employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers.

An employee who experiences any job-related harassment on the basis of race, color, religion, sex, national origin, age, disability, veteran status, marital status, sexual orientation, or another factor, or believes that he or she has been treated in an unlawful, discriminatory manner should confront the harasser and request him or her to stop. The employee should promptly report the incident to the

Executive Director. If he or she believes it would be inappropriate to discuss the incident with the Executive Director, the employee should report the incident to the President of the Board. Upon notice of the complaint, CASA will immediately conduct a thorough, objective investigation of the harassment allegations. The complaint will be kept confidential to the maximum extent possible.

If CASA determines that an employee is guilty of harassing another individual, appropriate disciplinary action, up to and including discharge, will be taken against the offending employee.

CASA prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. If, after investigating any complaint of harassment or discrimination, CASA determines that the complaint is not bona fide and was not made in good faith, or that an employee has provided false information regarding the complaint, disciplinary action, up to and including discharge, will be taken against the employee who gave the false information.

Reviewed, Amended and Approved by the Board, March 19, 2013
Reviewed, Amended, and Approved by the Board, February 10, 2015

Workplace Violence Prevention Policy

Purpose

CASA for Kids, Inc. works in a field with safety risks. This policy aims to ensure a safe working environment for the employees, volunteers, children, families served, and any organization stakeholders. It is intended to make employees, including supervisors and managers, aware of the potential for violence in the workplace and to understand how to respond to actual or potential incidents.

Procedures

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) prohibits any behavior that could be construed as threatening, aggressive, confrontational, or violent. This policy addresses violence and the threats of violence by and against any employee or volunteer of CASA for Kids, Inc. It can occur at or outside the workplace, ranging from threats, intimidation, and verbal assaults to physical assaults. To ensure a safe workplace and to reduce the risk of violence, CASA for Kids, Inc. does not tolerate such activity in any form or at any time.

Examples of conduct that is prohibited include but are not limited to:

- Making threatening remarks of any nature, including, without limitation, using abusive or profane language intended to threaten, intimidate, coerce, or interfere with other employees.
- Causing physical injury to another person.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or that reasonably subjects another individual to emotional distress.
- Intentionally or recklessly damaging CASA for Kids, Inc. property or another employee's property.
- Committing acts motivated by, or related to, discrimination, sexual harassment, sexual assault, stalking, or domestic violence.

Employees should immediately warn the Executive Director, or individually assigned by the Executive Director, of any potentially dangerous or suspicious workplace activity, including situations or incidents that they observe or are aware of that involve other employees, volunteers, visitors, or outsiders who appear threatening. A confidential investigation of all reports of violence will occur.

Any employee or volunteer violating this policy will be subject to disciplinary action, including discharge. Employees or volunteers will not be retaliated against for making good-faith reports under this policy.

Action	Name	Date	Notes
Approved	Board	12/12/23	Revisions by Policy & Program Committee
Adopted	Board	3/19/2023	Initial policy creation date

Weapons Policy

Purpose

CASA for Kids, Inc. works in a field with safety risks. This policy aims to ensure a safe working environment for the employees, volunteers, children, families served, and any organization stakeholders.

Procedures

A volunteer, employee, independent contractor, intern, visitor, or any other person on CASA for Kids, Inc. property is prohibited from possessing or carrying any weapon (e.g., guns, knives, batons, brass knuckles, defensive sprays such as mace or pepper spray) anywhere on agency property or when acting in their capacity with the agency. In addition, a volunteer or employee may not have a weapon within the immediate vicinity of a child and/or client when performing the duties of CASA. This policy applies to open and concealed weapons whether or not a volunteer or employee has a legal permit to carry.

Action	Name	Date	Notes
Approved	Board	12/12/23	Revisions by Policy & Program Committee
Adopted	Board	4/10/2018	Initial policy creation date

Workplace-Related Sexual Misconduct and Domestic/Dating Violence Policy

I. Purpose:

CASA institutes this policy as a part of its commitment to a safer and more supportive organizational climate and to the prevention and reduction of the occurrences and effects of workplace-related incidents of sexual misconduct, domestic violence, and dating violence [hereafter “violence”]. CASA recognizes violence presents unique issues for its employees, volunteers, consultants and contractors [hereafter “workers”].

Violence can be workplace –related even if incidents occur elsewhere. It crosses economic, educational, cultural, age, gender, racial, and religious lines and occurs in a wide variety of contexts.

Violence perpetrated by CASA’s workers undermine CASA’s mission and purpose. Accordingly, workers shall not use violence in any work-related or privacy capacity, including any CASA-sanctioned event or CASA-related social occasion regardless of where it occurs.

The purposes and goals of this policy are to:

- Support a comprehensive workplace education and training program to prevent violence;
- Institutionalize responsive policies and procedures to assist and support workers who are impacted by violence;
- Discipline and hold accountable workers who use violence, which – in certain cases- may include such assistive and supportive measures as requiring counseling; and
- Assure that a worker who uses violence is prohibited from occupying positions that could undermine CASA’s mission and grant-funded project.

II. Definitions:

- **“Adjudication”** includes a conviction, issuance of a final protection order, court-ordered diversion, or other judicial finding that a worker has engaged in domestic violence, dating violence, sexual assault, sex trafficking or stalking.
- **“Domestic violence,” “dating violence,” “sexual assault,” and “stalking”** have the meanings given in 34 U.S.C. § 12291(a).
- **“Sexual misconduct”** means sexual assault, stalking, and sexual harassment.

- **“Sexual harassment”** means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor, co-worker, volunteer or contractor.
- An individual is considered to be in the **“workplace”** of the CASA while in, or using the resources of CASA’s offices or facilities, using its equipment, engaging in approved telework, on work-related travel, or conducting business or volunteer work on behalf of CASA. The availability and nature of the response to a workplace-related incident may depend on the location at issue.
- **“Workplace-related incidents”** of sexual misconduct, domestic violence, and dating violence include acts, attempted acts, or threatened acts by or against employees, consultants, volunteers, or contractors, that occur in the workplace or that occur outside the workplace but have an impact on the workplace or otherwise undermine the ability of CASA to carry out the mission of the organization.

III. **Persons Covered by this Policy**

Persons covered by this policy include full and part-time employees, volunteers, board members, consultants, and contractors engaged by – or in any location or event controlled or sanctioned by CASA.

IV. **Statement of Confidentiality**

CASA recognizes and respects a worker’s right to privacy and the need for confidentiality and autonomy. CASA shall maintain the confidentiality of a worker’s disclosure regarding violence to the extent allowed by law, and unless to do so would result in physical harm to any person, and/or jeopardize safety within any location or event controlled by CASA.

When information must be disclosed to protect the safety of individuals within any location or event controlled by CASA, CASA shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing workers and others, and to comply with the law. CASA shall provide advance notice to the worker who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in any location or event controlled by CASA or elsewhere.

V. **Reporting Violence**

A. Reporting by workers with information about violence

1. Workers who have information about or witness an act of violence perpetrated by another worker, or who have information about or witness violence against a worker, are encouraged to report this information to the Director (or Board President if the Director is implicated) documenting as much information as possible in writing.
2. Supervisors who have information about or witness an act of violence perpetrated by another worker or supervisor, or who have information about or witness violence against a worker or supervisor, are required to report this information to the Director (or Board President if the Director is implicated) documenting as much information as possible in writing

B. Reporting by workers who are victims/survivors

Workers who are surviving violence, and workers who are concerned about other workers who might be victims, are encouraged to provide a report to the Director (or Board President if the Director is implicated) documenting as much information as possible in writing.

C. Retaliation Prohibition

CASA prohibits any act of retaliation against any worker who has experienced, witnessed or reported an act of violence.

VI. Responses to Violence

A. Responses to potential victims/survivors:

1. CASA is committed to the safety and restoration of workers who have experienced or witnessed violence.
2. Supports are available to workers who report that they have experienced violence. This includes the following:
 - a. Planning for immediate safety needs
 - b. Referral resources for physical and emotional well-being
 - i. <https://www.workplacesrespond.org/contact/>
 - ii. <https://www.workplacesrespond.org/role/survivor-or-coworker/>
 - c. Consideration of requests for reasonable accommodations that support immediate safety needs, physical and emotional well-being.

B. Response to workers accused of using violence and worker responsibility:

1. Allegations or any information that suggests any worker has engaged in any incident of workplace-related violence as defined in this policy, the matter shall be referred to the Director (or Board President if the Director is implicated) for investigation.
2. CASA shall conduct an immediate investigation of the information or allegation. The investigation shall be completed within 45 days of receipt of the information or allegation. The worker under investigation may have agency work or duties suspended pending the outcome of the investigation. Any lost pay from scheduled time will be paid if the allegation is not substantiated.
3. Every worker has a duty to cooperate with internal and external investigations. Failure to cooperate with an investigation will result in disciplinary action against the uncooperative worker up to and including termination or severance of a contractual relationship.
4. Every worker has the duty to be truthful and must disclose all information known to the worker when requested to do so by any person designated by CASA to investigate an alleged incident of violence. Any worker who fails to be completely truthful or who withholds information shall be subject to disciplinary action up to and including termination or severance of a contractual relationship. The worker may also be required to participate in counseling or other remedial measures.
5. A worker who is subject to a protection or restraining order, or a named defendant in a criminal action as a result of a threat or act of violence, as defined in this policy, must notify the Director immediately regarding the existence of such criminal or civil action. Failure to disclose the existence of such criminal or civil actions in these circumstances will result in disciplinary action, up to and including termination from employment or severance of a contractual relationship.

C. Responses to workers adjudicated of using violence

1. Workers who have been adjudicated as using violence may not occupy positions that could undermine CASA's ability to carry out its mission and grant funded projects.
2. If a worker has been found guilty or liable in a criminal or civil action arising from a threat or act of violence defined in this policy or if a workplace incident of violence as defined in this policy has been substantiated against the worker, the Director shall determine whether the worker's continued work (employed, contractual, or volunteer) undermines CASA's ability to carry out its mission and grant funded projects. CASA will remove any such worker from a position that undermines CASA's ability to carry out its mission and grant funded projects.
3. CASA may grant an exception and allow a worker who was previously adjudicated of having used violence by any jurisdiction or previous employer or contractee to occupy a position that would otherwise undermine the ability of CASA to carry

out its mission and grant funded projects, so long as CASA can establish that the worker has met the following qualifications:

- a. No survivor of violence nor any family member or friend of a survivor of violence will encounter the worker in any CASA-controlled capacity;
 - b. The worker evidences accountability, restoration, and rehabilitation; and
 - c. CASA's mission would benefit from the worker's experience.
4. All terminations of an employment or contractual relationship with a worker pursuant to this provision as well as any exception granted pursuant to this provision (including the standards CASA relied upon in granting an exception), must be reported to OVW (Office of Violence Against Women).

Adopted by the Board on September 29, 2020

Whistleblower Policy

Purpose

CASA for Kids, Inc. requires directors, officers, volunteers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. The organization has an open-door policy and suggests that employees share their questions, concerns, suggestions, or complaints.

Procedures

A whistleblower, as defined by this policy, is an employee, board member, intern, volunteer, or consultant of CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) who reports any activity that they consider to be illegal, dishonest, unethical, or inappropriate to one or more of the parties specified in this policy. Nothing in any CASA Confidentiality Agreement shall prevent an individual from exercising the rights outlined in this policy. The whistleblower is not responsible for investigating the activity or determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal, dishonest, unethical, or inappropriate activities include but are not limited to - violations of federal, state, or local laws, abuse of authority, mismanagement, fraud, and specific danger to public health or safety.

If an individual knows of or is concerned about such activities, they are to contact their Supervisor, Executive Director, Board Member, or appropriate authority. The Board President is responsible for all investigations and can appoint anyone appropriate to aid in the investigation. An individual who knowingly or intentionally files a false report of wrongdoing will be subject to disciplinary action up to and including termination.

CASA provides whistleblower protection in two important areas: confidentiality and preventing retaliation. As much as possible, CASA will maintain the whistleblower's confidentiality. However, CASA may have to disclose the whistleblower's identity to conduct a thorough investigation, comply with the law, or provide accused individuals with their legal defense rights. CASA will not retaliate against a whistleblower. Retaliation includes, but is not limited to, an adverse employment action (such as termination, compensation decreases, or poor work assignments) or threats of physical harm. Any whistleblower who believes he or she is being retaliated against must contact the Board President or other appropriate authority immediately. The right of a whistleblower to be protected against retaliation does not include immunity for the whistleblower's personal wrongdoings.

If an individual has any questions about this policy, they should contact the Executive Director or Board President.

Smoke, Vaping, Alcohol, Marijuana, and Other Controlled Substances Free Workplace Policy

Purpose

It is the intent of CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) to provide a safe environment free from smoke (including vaping), alcohol, marijuana, and any other controlled substances for its employees and volunteers (collectively defined as Substances). CASA recognizes that using Substances in the workplace and locations where CASA's role is performed can threaten the safety of the work environment and interfere with the organization's operation.

Procedures

Employees and volunteers are prohibited from coming to work or performing a CASA role, on-site or in community locations, under the influence of a Substance. The manufacture, distribution, dispensing, sale, possession, or use of Substances is prohibited in the workplace. CASA reserves the right to order a drug or alcohol screen (urine or serum) on an employee who the Executive Director reasonably believes has reported to work under the influence. The Executive Director may suspend the employee pending the outcome of the screen for Substance.

The CASA policy prohibiting the use or possession of a Substance does not apply if the Substance is being used pursuant to a valid prescription for the employee issued by a medical practitioner while acting in the course of the practitioner's professional practice or pursuant to other uses authorized by law, provided that the Substance is used by the employee at the prescribed or authorized dosage level, provided the level is consistent with safe performance of the employee's duties. An employee who must use a prescription Substance that causes or may cause adverse side effects (for example, drowsiness, impaired reflexes, or reaction time) should inform the Executive Director of the drug's possible adverse effects on performance and the expected duration of use. The Executive Director may grant the employee leave or temporarily assign them to different duties.

Any employee of CASA with a criminal drug statute conviction must notify the Executive Director of the conviction no later than five (5) days after the date of conviction.

Violation of this policy will result in disciplinary action, up to and including termination of employment or criminal prosecution.

Alcohol & Controlled Substances Reviewed, Amended, and Approved by the Board, March 19, 2013
 Smoke-Free Environment Policy Reviewed, Amended, and Approved by the Board, July 23, 2013
 Smoke-Free Environment Policy Reviewed, Amended, and Approved by the Board, December 6, 2014

Action	Name	Date	Notes
Approved	Board	2/27/24	Revisions by Policy Committee
Approved	Board	12/6/2014	Revisions by Board
Approved	Board	7/23/2013	Revisions by Board
Adopted	Board	3/19/2014	Initial policy creation date

Facility and Workplace Management Policy

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) conducts its operations in offices that provide a safe, secure, and well-maintained physical environment for its staff, volunteers, and visitors.

The CASA offices are in full compliance with applicable health, fire safety, and accessibility codes and regulations.

The Director ensures that program equipment is appropriately maintained and used.

In the event of program dissolution, the plan for the disposition of CASA's property is as follows:

- Personal property or assets will be liquidated to satisfy any outstanding debts.
- Any remaining property will be donated to local charitable organizations with a similar mission.

Adopted by the Board January 20, 2015

Reviewed, Amended, and Approved by the Board February 17, 2015

Technology and Equipment Policy

Purpose

CASA for Kids, Inc. (CASA) provides Information Technology (IT) equipment, such as laptop computers, cell phones, and access to sensitive data for employees and volunteers to support program operation. The purpose of this policy is to ensure the appropriate use of CASA-owned IT equipment, protect CASA's investment in hardware and software, and maintain the appropriate access and security of CASA data.

Procedures

1. The employee or volunteer agrees to follow all CASA regulations and policies governing the use of CASA data and IT equipment and all applicable State and Federal laws, including copyright and intellectual property laws about software and information.
2. The employee or volunteer shall not remove or alter any CASA identification labels or tags attached to/displayed on any equipment.
3. When requested, all CASA IT equipment must be turned in to the Director for inspection, inventory, updates, and random screenings.
4. CASA data may not be downloaded and saved on personal devices.
5. CASA technology may not be used for personal reasons and may not host or store personal data.
6. The use of CASA-provided IT equipment is strictly for CASA employees or volunteers and business operations.
7. Only software approved and owned by CASA may be installed on CASA computers and cell phones. Illegal use or transfer of copyrighted materials is prohibited.
8. The employee/volunteer agrees to handle all IT equipment carefully and protect it from potential sources of damage or stealing. The employee also agrees to store all IT equipment safely and securely. The employee is responsible for reporting any loss, damage, or destruction to CASA equipment and CASA data to the CASA Director within 24 hours. If any loss, damage, or destruction of CASA property is determined to be the employee's fault, CASA may charge the employee the lesser repair or replacement cost. Allowances will be made for everyday wear and tear of equipment.
9. Employees and volunteers must take measures to securely protect any and all CASA data that resides on CASA-provided IT devices and personal devices.
10. Employees and volunteers must have a CASA-approved antivirus program installed and routinely updated on their CASA computers and personal devices and show proof upon request.
11. CASA's Confidentiality Policy applies to all CASA equipment and data accessed through a personal device.
12. Employees and volunteers will share all passwords on CASA IT equipment with the Director. If a password is updated, it must be submitted to the Director within 24 hours.

13. Employees and volunteers must create a separate user account when using personal devices.
14. CASA reserves the right to remove devices or software from CASA devices at any time if they are no longer necessary, are underutilized, are not working correctly, or the technology equipment policy is being violated.
15. The employee agrees to return all CASA IT equipment within 24 hours of their employment ending with CASA. If equipment is not returned within this window, CASA reserves the right to deduct the cost of the equipment from the employee's last paycheck.

Technology and Equipment Policy Agreement

I have read and will comply with all guidelines herein. I have read and agree to abide by all CASA policies and regulations regarding the use of equipment. I will immediately report to the Director any damage or loss. I accept responsibility for all damage or loss delineated above to any equipment assigned to me. I understand that if the equipment is lost, damaged, or stolen, I may be responsible for the replacement cost. I will promptly return all CASA-owned equipment, including accessories, when requested. I will return all CASA-owned equipment to designated personnel before my last day of employment and acknowledge that my last paycheck may be deducted from or be held until all equipment is returned.

Signature

Date

Printed Name

Action	Name	Date	Notes
Approved	Board	2/27/24	Revisions by Policy Committee
Adopted	Board	9/6/2023	Board Policy Creation

Driving and Transporting Policy

CASA representatives shall not transport clients or affiliated persons. When driving while performing CASA duties, all CASA representatives adhere to the applicable travel laws to ensure safety including:

- Using seat belts
- Refraining from text messaging

This applies to travel without clients while performing CASA related activities.

Electronic and Social Media Use Policy

Purpose

This policy's primary purpose is to protect the confidentiality of the children and families associated with or served by CASA for Kids, Inc. Additionally, it protects the confidentiality of CASA for Kids, Inc. organization, staff, and volunteers. CASA uses electronic and social media to recruit volunteers, solicit donations, and raise general awareness. This policy ensures that CASA branding is consistent and comes from authorized CASA social media and electronic marketing to align with our mission and values.

Procedures

While formally acting on behalf of CASA, all Employees, Board Members, and Volunteers (hereafter individuals) of CASA for Kids, Inc. shall refrain from posting any inappropriate material, including but not limited to:

- Any information about a CASA case that is open under Family Court Jurisdiction
- Post undesirable comments about CASA, or connected professionals through a child welfare case (examples: Court personnel, Community Mental Health, Caseworker, Education Systems etc.)
- Prejudiced or discriminatory statements against any individuals, businesses, government agencies, or groups.
- Political advocacy or action
- Providing links to inappropriate websites
- Acts that violate local, state, federal, or CASA program laws, statutes, policies/procedures, rules, and regulations.

While utilizing personal social media, all individuals of CASA for Kids, Inc. shall refrain from posting any inappropriate material, including but not limited to:

- Any information about a CASA case that is open under Family Court Jurisdiction
- Post undesirable comments about CASA or connected professionals through a child welfare case (examples: Court personnel, Community Mental Health, Caseworker, Education Systems, etc.)
- Any posting using CASA for Kids, Inc. or National CASA copyrighted or licensed materials, naming, images, videos, or logos that is not a reposting of CASA-created content from the approved CASA social media channels.

This policy includes but is not limited to public postings to any electronic media or web postings:

- intranet and internet forums,
- blogs, weblogs, photoblogs, internet diaries,
- online web communities, list serves,
- online messaging, chat rooms, bulletin boards
- podcasts,
- amateur video sites,
- websites or web pages, and
- Wikis, public/shared email

Individuals should avoid creating the impression that the views expressed through any electronic or social media outlet are anything more than personal opinions. Individuals are encouraged to share CASA-created postings/content from authorized CASA social media. Individuals found to be in violation of this policy may be disciplined up to and including discharge at the discretion of the CASA Executive Director or the CASA Board.

Electronic and Social Media Use Policy Agreement

I have read, understand, and will abide by the above Electronic and Social Media Use Policy, enhancing the credibility of CASA's role and the integrity of my activity as a CASA employee or volunteer.

Signature

Date

Printed Name

Action	Name	Date	Notes
Approved	Board	2/27/24	Revisions by Policy Committee
Adopted	Board	1/12/15	Initial policy creation date

Financial Controls Policy

Purpose

The governing Board of CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) establishes the following Financial Controls Policies and Procedures for handling its fiscal assets, expenses, and capital for accurate financial reporting and management per (GAAP).

Procedures

GENERAL:

1. The Board of Directors and Finance Committee analyze the following at least quarterly:
 - a. Cost of operations
 - b. Current and potential funding sources
 - c. Allocation of funds
 - d. Effectiveness in achieving budget objectives
2. CASA does not accept reimbursement or fees from clients for services.
3. The CASA program follows a written plan for securing and maintaining diversified financial resources adequate to accomplish its established goals and objectives.
4. CASA receives, disburses, and accounts for its funds in accordance with sound financial practices using Generally Accepted Accounting Principles.
5. CASA employees with fiscal responsibilities are oriented to the bookkeeping system and advised regarding changes.
6. The board must approve any decisions regarding securing or financing loans.
7. In addition to these policies and procedures, other applicable financial and administrative guidelines required by specific grants must be followed.

BANK ACCOUNTS:

1. The Board of Directors authorizes all bank accounts and check signers.
2. The Board of Directors institutes separation of account access to ensure fiscal accountability and separation of duties.
3. Separate accounts will be maintained for any restricted funds if required by the funding source.
4. Financial institutions that maintain CASA accounts will be notified of any changes to check signatories following the transition of officers with check-signing responsibilities.
5. One signature will be required for all checks, typically from the Executive Director. However, any one of the following is designated as an authorized signatory: President, Treasurer, and Executive Director.
6. Approved Account Types
 - i. Main Checking

- ii. Primary Savings
- iii. Reserve Savings
- iv. Grant or Funder Specified Savings

CREDIT CARDS:

- Credit cards will be issued to staff as needed
 - The parent (primary) credit card will be designated to the executive director.
 - The child (secondary) credit card accounts will be designated to staff as appropriate.
 - Treasurer, Contracted CPA, and Executive Director will be account administrators.
- Credit Card statement balance must be paid in full monthly before the due date.
- Where possible, CASA expenses and purchases that are eligible for credit card payment will be processed with the credit card.
- The finance committee will review the reward points and determine their usage quarterly.
- The aggregate credit card limit will not exceed \$25,000
 - Parent (primary) and Child (secondary) card account limit standards will be designated by the executive director with recommendations from the finance committee.
- Refer to the separate Credit Card policy for additional processes and procedures.

ANNUAL BUDGET:

The Board of Directors is responsible for reviewing and approving an annual budget by the beginning of the fiscal year (July 1).

The Executive Director, with support from the Finance Committee, is responsible for developing a draft budget for the fiscal year.

The annual budget is based on the following:

- a. Funding secured and projected during the program year
- b. Fixed and incremental costs of operating the CASA program
- c. The prior three years' actuals
- d. Identification of potential changing costs and conditions

The Finance Committee meets bi-monthly to review financial performance relative to the drafted budget. This includes reviewing sub-categories and budgets by class.

The Board of Directors reviews and approves all deviations and revisions to the budget.

CASH RECEIPTS:

1. Employees handling cash will have the knowledge and skills to secure and mitigate loss properly.

2. Incoming cash must be counted, and receipts/bank deposits must be reviewed by two or more staff authorized to perform these functions.
3. Records of cash received must be totaled and initialed by the Executive Director.
4. Cash collection documentation totals must be compared and reconciled to bank deposit receipts or the petty cash account balance quarterly by the contracted CPA.
5. Bank deposit receipts must be compared and attached to the bank deposit slips.
6. Adequate physical controls must be maintained over cash receipts from the time of receipt to deposit in the bank.
7. The Executive Director ensures prompt and accurate recording and depositing of receipts.
8. Records of receipts must be maintained in files designated by year and in a locked area within a CASA office.

FUND / MONEY DISBURSEMENTS:

1. The Treasurer, Executive Director, or other authorized Board member may authorize disbursements via check, ACH, or other electronic methods, including payroll and payroll-related expenses.
2. Signature stamps may never be used to sign checks, and the signing of blank checks and advance signing of checks is strictly prohibited.
3. To prevent duplicate payments, invoices or other supporting documentation must be canceled when checks are signed, with a notation by the authorized check-signer that includes the check number and date.
4. Checks must be made payable to specific payees, based upon appropriate supporting documentation, and never to cash or bearer.
5. Only numbered checks shall be used, always in sequence, and all check numbers shall be accounted for. However, this does not preclude the use of electronic methods for bill payments.
6. Any voided/spoiled checks must be marked "VOID" and retained securely.
7. Adequate controls will be maintained over blank check stock, and only persons authorized to prepare checks may have access to blank checks.
8. Before preparing checks/payments, receiving reports should be compared to vendor invoices for accuracy.
9. Checks/payments must be supported with appropriate documents such as invoices, statements and receipts.
10. Disbursements that require special approval of funding sources or the governing board must be documented appropriately.
11. Employees, volunteers, or Board members must maintain and submit a detailed expense record with supporting documentation, including receipts.

12. Credit card receipts for restaurant purchases that include a tip must be accompanied by the detailed bill from the restaurant and the credit card statement showing the total after the tip.
13. Expense records for Board Members and the Executive Director must be reviewed and initialed for approval by an authorized individual (President, Vice President, or Treasurer) before payment. The President, Vice President, and Treasurer may not approve or make expense reimbursement payments themselves.
14. Expense records for all other employees must be reviewed and initialed for approval by the Executive Director.
15. The Executive Director must approve any billing for third-party reimbursements.
16. All disbursements of cash require a receipt after purchase and signature of individual receiving funds.
17. The Executive Director must provide prior approval for all employee and volunteer cash disbursements from petty cash, initial the receipts, and maintain entries in the petty cash log and bookkeeping software for account management purposes.
18. The Executive Director may not make any petty cash reimbursement payments directly to themselves. They may use the funds to pay expenses directly to vendors as needed, maintain the receipts, and maintain entries in the petty cash spreadsheet for account management purposes.
19. The Executive Director or designee ensures prompt and accurate recording of expenses.
20. Record of expenses must be maintained in files designated by year in a locked area within a CASA office.

RECONCILIATION:

1. Bank accounts are reconciled to the general ledger by the contracted CPA monthly.
2. The Treasurer receives or accesses the bank account balances and statements electronically.
3. The Treasurer has the authority to contact bank representatives with any account questions.
4. Checks outstanding over 90 days must be periodically investigated, with payment stopped and an entry made restoring such items to cash if appropriate.
5. The petty cash shall not exceed \$250. If an excess of this is needed, the executive director will pull additional cash funds for a specific event with approval from another account signer (Treasurer or Board President).
6. Any shortfall of the petty cash is the responsibility of the Executive Director.
7. The treasurer will inform the board of any discrepancies or anomalies in financial reports, which will be noted in the meeting minutes.

FINANCIAL REPORTING AND FINANCIAL ACCOUNTABILITY:

1. CASA for Kids and the financial reporting is accountable to the Board of Directors for prudent financial management.
2. Separation of Duties between the Executive Director, Operations Manager, Treasurer, and CPA is required for accurate financial reporting and in accordance with GAAP.
3. The program adheres to written operational procedures concerning accounting practices.
4. The Board of Directors reviews the financial controls policy and monitors the program's compliance with financial procedures to ensure fiscal management and detect fraud or abuses of the system.
5. The contracted CPA presents the following financial reports to the Finance Committee bi-monthly. The treasurer provides these reviewed reports to the Board bi-monthly:
 - a. Monthly Income Expense Report
 - b. Monthly Budget v. Actual Report
 - c. Transactions Report
 - d. Balance Sheet Summary
6. An Internal Revenue Service Form 990 is completed annually and filed within six months unless the auditor requests an extension.
7. The CASA Program maintains its tax-exempt 501 c(3) status from the Internal Revenue Service.
8. The CASA program makes timely payments to the Internal Revenue Service or other taxing authorities as required by law.
9. An annual report is developed, which includes financial, statistical, and service data summary information and is made available to the public.
10. An annual review or audit is completed in accordance with the standards listed in the following section.

ANNUAL FINANCIAL REVIEW OR AUDIT

1. An annual financial review or audit (as specified below) will be conducted by a qualified outside independent certified public accountant within nine months of the end of the fiscal year, per generally accepted accounting standards.

If the annual expenses exceed \$75,000 and are less than \$250,000, a financial review is minimally completed annually, with a financial audit completed instead of the review every four years.

If the annual expenses equal or exceed \$250,000, a financial audit is completed annually.

The Finance Committee or the Board Treasurer and Executive Director are responsible for reviewing audit results findings and meeting with the independent certified accountant as necessary.

2. If a management letter accompanies the Financial Review or Financial Audit, the Board of Directors reviews the letter and ensures that the program acts on any recommendations.
3. The Financial Review or Financial Audit is reviewed and approved by the Board of Directors.
4. The Financial Review or Financial Audit is made available for public inspection.
6. The program shares any review, audit findings, or questioned costs from any private or government audit or monitoring report.

RESERVES:

1. Two Board Executive Committee Members must approve a transfer of funds, withdrawal, or deposit into the reserve account as determined appropriate.
2. The Reserve must have a minimum of one month but strives to have a minimum of three months of average organizational expenses.

ENDOWMENTS:

1. The establishment of an endowment fund must involve the Board Treasurer and requires approval from the Board of Directors.
2. Contributing CASA's funds to an endowment fund requires approval from the Board of Directors.
3. The Board Treasurer must review endowment fund yearly reports in tandem with the annual audit, which must be reported to the Board of Directors.
4. Access to endowment funds and conditions for access must be documented and maintained with the endowment records.
5. If needed, the Executive Director and Board approval can annually access endowment funds. The endowment access is permissible to cover additional expenses and events up to a 10% limit.

INVESTMENTS:

1. The Board will make any policies regarding investments of Directors on an "as needed" basis.
2. Investment products include, but are not limited to, stocks, ETFs, mutual funds, and bank CDs. Approved investment products that are allowed only include bank CDs. The terms of a CD cannot exceed 60 months, and the return yield must be higher than the current deposit account rate.

INCOME AND SUPPORT:

Fundraising Activities:

The Board of Directors reviews and approves the organizational development plan annually, including the year's solicitation and event plans.

The Executive Director renews the Charitable Solicitation License with the State of Michigan each year to conduct charitable solicitations legally.

The program provides funders with an accurate description of the program, its purposes and services, and the financial needs for which the solicitation is being made.

The program expends funds for the purposes for which they were solicited, except for reasonable costs for administering the fundraising activities.

Contributions

- a. All contributions, grants, and contract payments are recorded in accordance with GAAP accounting principles, applicable laws, and follow the Revenue Recognition Policy approved by the CASA Board.

All contributions, grants, and contract payments information is securely maintained in QuickBooks and the Donor Database and acknowledged in accordance with applicable laws.

PURCHASING:

Purchases must be made per any requirements of particular grants or funding sources.

The conflict of interest policy must be followed when purchasing goods or services.

Purchases shall be made on the basis of maximum open and free competition to obtain the best value for the financial resources. Documentation shall be maintained that details the method for the procurement, bids, rejection, selection, and basis for the cost for any purchase exceeding \$2,500.

Any planned/budgeted expenses in excess of \$10,000 or automatic transfers for payroll must have prior approval from the CASA Board or a Board Officer.

All unplanned/unbudgeted/noncustomary purchases or expenses must have Board approval.

MEAL PURCHASES AND TRAVEL:

Meal purchases are generally the responsibility of the employee or Board Member, with certain exceptions. These include

Meals when overnight travel on behalf of the program is involved, such as for conferences.

Meals for specific events/activities for staff, volunteers, or board.

Per diem or "not to exceed" amounts for meals during travel, and reimbursement rates do not exceed the Federal Travel Regulation unless approved by the Executive Director.

Alcoholic beverages and related gratuity expenses are not allowed.

Gratuities should never exceed 20% of the total food bill. They must be substantiated as much as possible with the initials of another authorized individual present or bank credit card statements.

All meal reimbursement requests must be accompanied by the original restaurant receipt, credit card receipt, and statement, as noted above, when applicable.

PROPERTY AND EQUIPMENT:

1. All property and equipment must be safeguarded against fire, loss, theft, physical deterioration, or misuse.
2. A physical inventory of property and equipment over \$200 must be taken and recorded annually. This inventory will be compared to the prior year’s inventory records. Any discrepancies will be immediately reported to CASA Board members and investigated.
3. All property and equipment additions or disposals over \$2,500 require prior Board approval.
4. Property inventory for equipment costing over \$5,000 shall contain item description, serial number, cost, acquisition/disposal dates, location/responsible program, funding source, award number if applicable, and tag number.
5. Periodic reviews shall occur relative to adjusting any existing insurance coverage as needed.
6. Purchases and control of property and equipment must follow any requirements of particular grants or funding sources.
7. The conflict of interest policy must be followed regarding purchasing property or equipment from Board members or other suppliers that may create a conflict of interest.
8. Major equipment purchasing decisions will be based on a careful review of needs by the Board and staff compared to currently available resources and/or grant requirements.
9. Property and equipment purchases shall be made based upon maximum open and free competition to obtain the best value for financial resources.

Action	Name	Date	Notes
Approved	Board	12/9/2025	Revisions by Finance Committee
Approved	Board	4/22/2025	Revisions by P&P Committee
Approved	Board	10/25/2022	Revisions by Board
Approved	Board	9/16/2021	Revisions by Board
Approved	Board	4/28/2020	Revisions by Board
Approved	Board	9/25/2018	Revisions by Board
Approved	Board	8/28/2018	Revisions by Board
Approved	Board	1/20/2015	Revisions by Board
Approved	Board	8/19/2014	Revisions by Board
Approved	Board	12/20/2011	Revisions by Board
Adopted	Board	2/16/2020	Initial policy creation date

Revenue Recognition Policy

Purpose:

The purpose of this policy is to ensure that all grant and contribution revenue is recorded in accordance with generally accepted accounting principles (GAAP) for nonprofit organizations and reported accurately in the organization's financial statements and regulatory filings. This policy helps maintain transparency, donor confidence, and compliance with federal and state requirements, including Michigan's charitable solicitation laws and IRS Form 990 reporting.

This policy applies to all grants, contributions, cooperative agreements, and contracts received by the Organization, regardless of source (federal, state, local government, foundation, corporate, or individual).

Policy Statement

The Organization will recognize grant and contribution revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-605, Not-for-Profit Entities – Revenue Recognition.

Revenue recognition depends on whether the grant or contribution is conditional or unconditional, and whether it is exchange (contractual) or nonexchange (contribution) in nature.

Key Definitions

a. Contribution:

A voluntary, nonreciprocal transfer of assets to the Organization. The resource provider does not receive commensurate value in exchange.

b. Exchange Transaction (Contract):

A reciprocal transaction in which the Organization provides goods or services of commensurate value in return (e.g., fee-for-service contracts).

c. Conditional Contribution:

A contribution that contains both:

- A **barrier** (performance or outcome requirement), and
- A **right of return** or release of obligation if the condition is not met.

Revenue is recognized **only when the condition is substantially met** or the barrier is overcome.

d. Unconditional Contribution:

A promise to give or a grant award without conditions other than routine administrative requirements. Revenue is recognized when the promise is received.

e. Restricted Contribution:

A contribution with donor-imposed **purpose** or **time restrictions**. These restrictions affect how funds may be used but do not affect the timing of revenue recognition.

Recognition Criteria

Unconditional Contributions

Recognize revenue **when the award or promise is received** (written notification or signed agreement) at its fair value.

If the contribution includes restrictions:

- Record as **“With Donor Restrictions”** at the time of receipt.
- Reclassify to **“Without Donor Restrictions”** when the restriction is satisfied.

Conditional Contributions

Recognize revenue **only when the conditions are met**.

Until then, amounts received are recorded as a **refundable advance (liability)**.

Examples of conditions:

- Required matching funds not yet raised
- Specific milestones or performance targets
- Approval or reimbursement by a grantor after costs are incurred

Exchange Transactions (Contracts)

If a grantor receives a direct benefit equal to the value provided (e.g., fee-for-service, research for a proprietary use):

Apply **ASC 606 (Revenue from Contracts with Customers)** rather than contribution guidance.

Recognize revenue as performance obligations are satisfied.

Cost-Reimbursement Grants

For cost-reimbursable government or foundation grants:

Recognize revenue as **eligible expenses are incurred and approved**.

Amounts received in advance are recorded as deferred revenue.

Amounts receivable are recognized when expenditures have been incurred but not yet reimbursed.

Accounting Treatment

Type of Grant	Timing of Recognition	Journal Entry Example
Unconditional contribution with no restrictions	Upon receipt	Dr. Cash / Cr. Contribution Revenue
Unconditional with donor restrictions	Upon receipt	Dr. Cash / Cr. Contributions – With Donor Restrictions
Conditional grant (before condition met)	Upon receipt	Dr. Cash / Cr. Refundable Advance (Liability)
Conditional grant (after condition met)	When condition satisfied	Dr. Refundable Advance / Cr. Grant Revenue
Cost-reimbursement grant	As costs incurred	Dr. Grants Receivable / Cr. Grant Revenue

Documentation & Internal Controls

1. **Grant File Maintenance:** Each grant shall have a dedicated file (electronic or physical) containing:
 - o Grant/contract agreement
 - o Budget and approved uses
 - o Reporting deadlines
 - o Evidence of expenditures and reimbursements

2. **Grant Review:** The Finance Manager reviews each new grant or contract to determine:
 - o Conditional vs. unconditional
 - o Exchange vs. nonexchange
 - o Restriction type (purpose/time)

3. **Revenue Recognition Memo:** For each major grant, prepare a memo summarizing the accounting treatment and recognition timing. (see Exhibit B)

4. **Approval & Oversight:**
 - o The Executive Director and Treasurer must approve recognition entries for new grant types.
 - o The Finance Committee reviews revenue recognition policy compliance annually.

Reporting

The Organization will report contributions and grants in the **Statement of Activities** under:

Without Donor Restrictions

With Donor Restrictions

Released restrictions are shown as a **separate line item** (“Net Assets Released from Restrictions”).

Grants receivable and refundable advances are disclosed on the **Statement of Financial Position**.

Compliance References

- FASB ASC 958-605: *Not-for-Profit Entities – Revenue Recognition*
- FASB ASC 606: *Revenue from Contracts with Customers*
- IRS Form 990, Part VIII: Statement of Revenue
- Michigan Nonprofit Corporation Act (MCL 450.2101 et seq.)
- Michigan Charitable Organizations and Solicitations Act (MCL 400.271 et seq.)

Review and Revision

This policy shall be reviewed annually by the Finance Committee and updated as needed to comply with GAAP, IRS, and Michigan regulatory changes.

Quick Decision Tree for Grant Accounting

Question	If “Yes”	If “No”
Does the funder receive equal value?	Treat as Exchange → ASC 606	Continue below
Does the award include measurable barriers & right of return?	Conditional → Record as Liability until met	Continue below
Does the award include donor restrictions (purpose/time)?	Unconditional with restriction → Record as “With Donor Restrictions”	Unrestricted Contribution

Action	Name	Date	Notes
Adopted	Board	12.9.25	Initial policy creation date Finance Committee

Risk Management Policy

CASA for Kids, Inc., Barry, Eaton & Ingham (CASA) believes that identifying and addressing the threats and opportunities the organization faces is an important part of responsible program management. The views and participation of personnel at all levels of the organization, including volunteers, will be continually sought as CASA identifies risk management priorities and implements strategies for avoiding, modifying, retaining, or sharing risk. When risk cannot be insured against or avoided, CASA will strive to have the best, most thorough information possible, so that the leadership of the organization can make educated and prudent decisions about the best course of action.

CASA strives at all times to operate in compliance with local, state, and federal laws and regulations. CASA adheres to the standards, policies, and procedures of the National CASA Association and of CASA for Kids, Inc. Barry and Eaton Counties.

Financial Risk

The Board of Directors is ultimately responsible for thoroughly understanding the organization's financial position and possible risks it faces. The Board is responsible for adopting a prudent operational budget on an annual basis and for monitoring the organization's financial position against that budget at every Board Meeting. The Board is responsible for ensuring that an independent financial review or audit is conducted annually and will hear directly from the auditor a presentation on the audit or financial review report.

The Executive Director and the Board Treasurer are responsible for ensuring that CASA adheres in practice to the written Financial Controls Policy adopted by the Board as well as the Financial Procedures. This includes policy items related to internal controls and drawing from operational reserves.

Should CASA be offered a gift of real or personal property, the Executive Director and Board Treasurer shall consider and make a recommendation to the Board whether the gift should be accepted, giving any potential liabilities or risks to the organization.

Human Resources

The Board will periodically adopt, review, and consider revisions to CASA's policies. The Executive Director is responsible for ensuring that CASA's day-to-day practices comply with these written policies. The Executive Director is responsible for ensuring that all staff are familiar with and have ready access to the written policies and to any other employment-related information or procedures. The Executive Director is responsible for ensuring that each employee has a current job description and that performance evaluations are conducted annually. The Executive Director is responsible for the termination of any

employee, and will consult with the Board President or designee if the proposed termination poses an unusual risk of liability to the organization.

Volunteers (Including Board Members)

CASA complies with the standards, policies, and procedures established by the National CASA Association and by CASA for Kids, Inc. Barry and Eaton Counties in order to minimize risks to volunteers and risks to the organization as a consequence of actions by its volunteers. Risk-minimizing activities include: thorough screening (including national criminal background checks, central registry clearance for abuse or neglect, reference checks, and interviews); comprehensive training, especially on the policies of the organization that are applicable to volunteers; regular and consistent supervision for program volunteers; and maintenance of complete files on volunteers, including criminal background checks and central registry clearances.

Public Relations

CASA will operate in compliance with its written Crisis Management Policy and Plan any time an issue arises that threatens the public image or reputation of the organization. Key elements of this Crisis Management Policy and Plan related to the development of clear and positive messages for communication to the media, the public, and to CASA's internal and external stakeholders. The Board will review the Crisis Management Policy and Plan at least annually.

Corporate Structure

On an annual basis, The Board will review the Articles of Incorporation, the Bylaws, and the organization's filings on record with the Michigan Secretary of State to ensure that the documents recording CASA's corporate formation are up-to-date and effective. The Board will inquire of the independent auditor on an annual basis as to whether any filings with the Internal Revenue Service are necessary to maintain compliance with IRS regulations or to continue the effectiveness of its 501(c)(3) status.

Insurance

The Executive Director and Board Treasurer or designee are responsible for researching corporate insurance, including the solicitation of competitive bids as appropriate, and renewing CASA's insurance package (including but not limited to directors & officers liability insurance, general liability insurance, professional liability insurance, and workers' compensation insurance). On an annual basis, the Executive Director and Board Treasurer or designee shall review the insurance coverage carried by the organization.

Facility/Technology Security

The Executive Director shall be responsible for instituting procedures to ensure the greatest possible safety and security of CASA's staff, offices, equipment, and information. At a minimum, this includes

locking the office when it is closed, maintaining vigilance, and ensuring that the computer system is backed up on a regular basis.

Risk Management Plan

A Risk Management Plan is maintained and updated as part of the Strategic Plan to ensure that the policy standards are assessed annually.

Reviewed, Amended, and Approved by the Board, November 18, 2014

Reviewed, Amended, and Approved by the Board, December 6, 2014

Amended by the Board February 17, 2015

Record Retention Policy

Purpose

To abide by various laws, comply with National Compliance standards, and minimize risk to the organization, CASA for Kids, Inc., Barry, Eaton & Ingham.

Procedures

STORAGE LOCATION:

- Vault located in the basement of 1045 Independence Boulevard, Charlotte, MI 48813
- Optima
- Locked Cabinets in Directors office at 3303 W Saginaw St. Suite B2 Lansing, MI 48917

RETENTION PERIOD

Permanently:

- Audit Reports (Annual)
- Current Contracts and Leases
- Legal/Important Correspondence
- Donation Records of Endowment Funds and Funds with Significant Restrictions
- End of Year Financial Statements
- General Ledgers
- Expired Insurance Policies
- Insurance records, current accident reports, claims, policies, etc.
- Minute books of the Board of Directors, including Bylaws and Articles of Incorporation
- Tax returns and worksheets, revenue agents' reports, and other documents relating to the determination of tax liability

Until the "Client" reaches the age of majority or is discharged from the DHS system, whichever is later, plus 2 years.

- "Client" Files

10 years:

- Bank Statements (Monthly)
- Cash Books
- Expired Contracts and Leases
- Donations Records
- Expense analyses; including records of expenses and expense reimbursements
- Inventories of Products, Materials, Supplies
- Payroll Records and Summaries
- Time Sheets and Cards

7 years:

- Employee personnel files for terminated employees

4 years:

- General Correspondence (Best Practice)

3 years:

- Miscellaneous Internal Reports
- Volunteer Records

1 year:

- Employment Applications

All staff members must receive a copy of the Record Retention Policy and Plan. The Executive Director is responsible for ensuring all staff members abide by the Record Retention Plan. All staff and volunteers are to abide by all other policies of CASA for Kids, Inc., Barry, Eaton & Ingham with regard to “Client” files.

Records can be retained in an electronic format, provided that the media chosen for retention will still be viable when destruction of the records is possible.

All records will be stored in marked containers/files that include a destruction date. When records can be destroyed, the Executive Director will ensure that records are disposed of by shredding to maintain confidentiality.

Revisions by P&P Committee & Approved by Board 6.25.24
Reviewed and Approved by the Board August 19, 2014
Reviewed, Amended, and Approved by the Board, December 6, 2014

Volunteer and Employee File Policy

Purpose

This policy establishes clear guidelines for the storage of and access to personnel records in a manner that ensures compliance with legal requirements, protects individuals' privacy, and promotes organizational efficiency.

CASA Board Members, Volunteers, Interns, Employees, and other individuals providing services or associated with CASA (collectively referred to herein as "Individuals") may have an employee file with CASA which contains records of any time or other information, some of which may be confidential (collectively referred to as "Files").

Procedures

Files are maintained in two secure formats.

1. A locked area filing cabinet at a CASA office.
2. Secure electronic storage with two-factor access.

Files are available for review at a CASA location during regular business hours at a time mutually agreed upon by the individual and the Executive Director or their designee.

- Information may not be removed, altered, or destroyed from the File.
- Individuals may submit a written statement to provide additional information or correction to their file.
- Individuals may submit a written request for the agency to provide a copy of their file, at cost to the volunteer or employee, to be returned within a reasonable amount of time.
- Files are maintained after the individual's departure in accordance with the Record Retention Policy.

Action	Name	Date	Notes
Adopted	Board	4/22/25	Policy Committee updates
Adopted	Board	1/15/2015	Initial policy creation date

Succession Plan Policy

Purpose:

To ensure organizational stability and continuity during leadership transition. Leadership is defined as the Executive Staff, Key Staff, and the Board of Directors. Therefore, it is the policy of CASA for Kids, Inc., Barry, Eaton & Ingham (CASA), to be prepared for an eventual departure and to maintain the organization's accountability until new leadership is identified. The Board of Directors shall be responsible for implementing this policy and its related procedures.

Considerations

On a regular basis, the Board shall assess the strategic leadership needs of the organization to ensure the selection of a qualified candidate who aligns with CASA for Kids' mission, vision, values, goals, and objectives. Any recruitment and selection process encourages the professional development and advancement of current employees while ensuring a diverse candidate pool.

Procedures for Succession

The organization's goal will be to identify and cultivate internal and external candidates in advance of a potential leadership transition, ensuring both organizational and operational continuity. This responsibility will be held by the Board of Directors and the Executive Director and reviewed annually by the Board. For further information, refer to the CASA Succession Plan.

Action	Name	Date	Notes
Approved	Board	12.22.2025	Revisions by P&P Committee
Approved	Board	2/10/2015	Revisions by Board
Approved	Board	12/6/2014	Revisions by Board
Approved	Board	10/13/2013	Revisions by Board
Adopted	Board	3/16/2010	Initial policy creation date

Crisis Management Policy

Purpose

Crisis communications processes and activities are intended to ensure that CASA responds in a clear, consistent, and coordinated manner.

CASA for Kids, Inc. Barry, Eaton & Ingham's (CASA's) Crisis Management Plan sets forth guidelines for a practical communications system and organizational response that can be adapted/ modified for any crisis. This Plan addresses media relations and communications issues and includes procedures for rapidly identifying potentially harmful situations and the methods for responding to these situations quickly and effectively.

A crisis or disaster may be defined as an event or events that happen unexpectedly, requiring the organization to change how it operates significantly. In addition, a crisis could be an emergency or unusual event that may result in unfavorable publicity for the Organization.

Examples of crises are, but are not limited to:

- Natural disaster
- Unexpected death or injury
- Fires
- Explosions
- Workplace violence
- Pandemic
- Inappropriate behavior within a CASA role

This policy is not designed to supersede existing operational plans but to reduce confusion and support efficient coordination should a crisis occur. The sooner a crisis is reported, the better it can be managed. The first employee to accurately indicate its realized or potential severity should communicate immediately with the appropriate leader.

Objectives

1. To fully assess the situation and determine whether a communications response is warranted.
2. To implement immediate action to:
 - Identify constituencies that should be informed about the situation
 - Communicate facts about the crisis
 - Maintain necessary confidentiality
 - Minimize rumors
 - Restore order and confidence in the Organization.
3. Identify required program changes.

Procedures

1. Incident Evaluation: The Executive Director and Board President shall determine if an immediate response within 24 hours is necessary.

2. Notification to Staff: If the crisis occurs when staff are not in the office and disseminating the information is critically time-sensitive or jeopardizes the safety of the office, an immediate communication will be sent to all staff.
3. Notification to the Board of Directors: When determined necessary and as soon as practical in a crisis, the Board President will communicate with all Board members.
4. Notification of Constituents: In the event of a crisis, CASA will determine key constituencies that should be informed of the crisis, including but not limited to:
 - a. Law Enforcement Agencies
 - b. Central Intake Hotline for allegations of abuse or neglect
 - c. Board Members
 - d. Volunteers
 - e. General Public
 - f. Donors
 - g. Mass Media (refer to communications policy)
 - h. Insurance Agency
 - i. Michigan CASA
 - j. National CASA
5. Evaluate and identify how to maintain critical operations during the crisis.
6. Inform and support CASA staff and volunteers on crisis and plan to address.

After the Crisis Component: Following any crisis, appropriate action must be taken to ensure that CASA and others, as necessary, receive immediate information and assistance to help bring closure to the crisis, as well as relief from the effects of the event. The Board of Director’s Executive Committee shall meet within ten days to ensure policy is followed and crisis is effectively addressed.

Further details for response can be found in the Crisis Management Plan

Action	Name	Date	Notes
Approved	Board	12/12/23	Revisions by Policy & Program Committee
Adopted	Board	4/10/2018	Initial policy creation date

Crisis Management Plan

Purpose

Crisis communications processes and activities ensure that CASA responds clearly, consistently, and coordinately.

CASA for Kids, Inc. Barry, Eaton & Ingham's (CASA's) Crisis Management Plan follows the guidelines set forth by the Crisis Management Policy. The plan provides examples and specific directions for CASA leadership's communications system and organizational response that can be adapted/ modified for any crisis. This Plan addresses media relations and communications issues and includes procedures for rapidly identifying potentially harmful situations and the methods for responding to these situations quickly and effectively.

A crisis or disaster may be defined as an event or events that happen unexpectedly, requiring the organization to change how it operates significantly. In addition, a crisis could be an emergency or unusual event that may result in unfavorable publicity for the Organization.

Examples of crises are, but are not limited to:

- Natural disaster
- Unexpected death or injury
- Fires
- Explosions
- Workplace violence
- Pandemic
- Inappropriate behavior within a CASA role

This policy is not designed to supersede existing operational plans but to reduce confusion and support efficient coordination should a crisis occur. The sooner a crisis is reported, the better it can be managed. The first employee to accurately indicate its realized or potential severity should communicate immediately with the appropriate leader.

Objectives

1. To fully assess the situation and determine whether a communications response is warranted.
2. To implement immediate action to:
 - Identify constituencies that should be informed about the situation
 - Communicate facts about the crisis
 - Maintain necessary confidentiality
 - Minimize rumors
 - Restore order and confidence in the Organization.
3. Identify required program changes.

Procedures

7. Incident Evaluation: The Executive Director and Board President shall determine if an immediate response within 24 hours is necessary.
 - a. Any such event in relation to CASA will be promptly reported to the Executive Director or Board President. The Executive Director and Board President shall determine if an immediate response within 24 hours is necessary. If so,
 - i. The Executive Director will immediately notify the entire Board of Directions,

the Michigan CASA office, and the National CASA office and provide all information possible, subject to confidentiality limitations.

Patty Sabin, Michigan CASA Board
patty@michigancasa.org

Janet Ward, National CASA Regional
Director 1-800-628-3233 ext 244 or 206-
774-7244

Janetw@casaforchildren.org

- ii. The Executive Director may also contact a local attorney for advice and consultation. An emergency Board meeting may be scheduled as appropriate.
8. Notification to Staff: If the crisis occurs when staff are not in the office and disseminating the information is critically time-sensitive or jeopardizes the safety of the office, an immediate communication will be sent to all staff.
9. Notification to the Board of Directors: When determined necessary and as soon as practical in a crisis, the Board President will communicate with all Board members.
10. Notification of Constituents: Interaction with media
 - a. There is always a possibility that a member of CASA may hear about an event first through a media call. It is CASA's policy that upon a crisis or other unusual event affecting CASA, only 1) the Executive Director, 2) Board President, or 3) a specifically designated Board Member is authorized to provide information to the media concerning the stand or involvement of CASA. If a staff member, Board Member, or volunteer receives such a call, they should follow these general guidelines:
 - i. Never answer with "No Comment." Suggested Answers:
 1. We have not received any information about the event but will investigate immediately. When we can obtain information, we will get back to you.
 2. We are aware of the event but are still developing information to understand the issue clearly. I will have our Executive Director or Board President contact you.
 - a. Get contact information.
 - b. Notify the Executive Director or Board President
 - b. You are under no obligation to answer questions from the media. You may always say that you will pass the inquiry to the Executive Director or Board President for comment.
 - c. When you receive a call from the media, be sure to obtain the following information and provide it to the Executive Director or Board President.
 - i. Name of Reporter

- ii. Name of Publication / Media Outlet
 - iii. Telephone Number
 - iv. List of Specific Questions
 - v. Deadline for response
- d. Assuring the proper balance means that we must remember the media’s needs but we must also weigh them against our own. Newspapers and television news crews have unalterable deadlines. As a result, we will schedule a news conference or issue statements at a time that will permit reports to meet their deadlines if possible. We must be aware, however, that reporters will use these deadlines to pressure us into releasing information that may be premature. If there is any doubt surrounding the factual accuracy of information to be provided, do not feel pressured to provide information merely because of a media deadline.
- e. Never speculate. Never answer anything “off the record”. There is no such thing as “off the record.” Do not provide information to off-handed remarks/comments that you would not want published.
- f. Possible issues that may arise and response statements to be made by the Board President, Executive Director, or Designee:
- i. A CASA volunteer has been inappropriate in his/her duties or with parties to the CASA program (particularly a child assigned to him/her)
 - 1. Official Statement Sample: We are deeply saddened by the allegation of misconduct by (name of volunteer) relating to his/her volunteer work with the CASA program. We want to assure the community that a rigorous screening process that includes both criminal and child protection background checks and extensive training, involving 30 hours of initial education, was in place when (name of volunteer) became a CASA volunteer. Despite these safeguards, sometimes incidents can happen that cannot be anticipated. We want the community to know that this matter has been addressed by CASA for Kids, Inc. *(Name of volunteer) has been dismissed from the program.* We will develop additional training material to address these concerns in the future. Most importantly, our program’s continued advocacy for abused and neglected children has not been compromised because of this unfortunate situation. CASA for Kids, Inc. has passed a detailed self-assessment, which outlines the volunteer screening and training process, in order to obtain membership with the National CASA Association. CASA has been providing quality representation for abused and neglected children since 1991. Please support us as we move past this incident and focus

on how we can best serve our community by advocating for abused and neglected children in the future.

- ii. A program staff member has been inappropriate in his/her duties or with parties to the CASA Program (particularly a child assigned to him/her).
 1. Official Statement Samples: We are deeply saddened by the allegations of misconduct by (name of staff) relating to his/her work with CASA for Kids, Inc. We want to assure the community that a rigorous screening process that includes both criminal and child protection background check and extensive training, involving 30 hours of initial education, was in place when (name of staff) became part of the program staff. Despite these safeguards, sometimes incidents can happen that cannot be anticipated. We want the community to know this matter has been addressed by the CASA program; *(Name of staff) has been dismissed from the program and we will develop additional training material to address these concerns in the future. Most importantly, our program's continued advocacy for abused and neglected children has not been compromised because of this unfortunate situation. CASA for Kids, Inc. of has passed a detailed self-assessment, which outlines the employment screening and training process, in order to obtain membership with the National CASA Association. CASA for Kids, Inc. has been providing quality representation for abused and neglected children since 1991. Please support us as we move past this incident and focus on how we can best serve our community by advocating for abused and neglected children in the future.

*Language may vary depending on the situation

11. Evaluate and identify how to maintain critical operations during the crisis.
 - a. CASA Director and other designated staff will develop a plan for operations during a crisis.
12. Inform and support CASA staff and volunteers on crisis and plan to address.
 - a. Depending on the length of the crisis, the plan to address a crisis may be in a formal written document or communicated clearly in another manner, such as by phone or email.
 - b. During and immediately following a crisis, it is imperative that CASA be sensitive to the needs of staff members and volunteers who may have been personally affected by the event. There may be a need to assist individuals with obtaining information or resources.

After the Crisis Component: Following any crisis, appropriate action must be taken to ensure that CASA and others, as necessary, receive immediate information and assistance to help bring closure to

the crisis, as well as relief from the effects of the event. The Board of Director's Executive Committee shall meet within ten days to ensure policy is followed and crisis is effectively addressed.

Action	Name	Date	Notes
Approved	Policy Committee	12/12/23	Revisions by Policy & Program Committee – creation of a separate plan for executive leadership approval, policy for Board approval
Adopted	Board	4/10/2018	Initial policy creation date

Compensation, Benefits, Paid Time Off, and Holiday Pay Policy

Purpose

The following policy sets forth the conditions for Full Time and Part Time Employees concerning Pay, Benefits, Paid Time Off, and Holiday Pay for CASA for Kids, Inc. Barry, Eaton & Ingham (CASA).

Salaries and wages are determined by taking into consideration the following factors:

- Organizational resources.
- Individual qualifications and experience.
- National CASA's Yearly Survey Statistics related to compensation.
- Practices of comparable area agencies and programs.
- Federal and State Laws.

Procedures

I. Full-Time Employees

Full-time employees are either salaried employees or hourly employees.

Full-time salaried employees document paid time off and holidays per pay period on a timesheet through Paycor.

Full-time hourly employees document hours on a timesheet with hours worked rounded to the nearest quarter-hour through Paycor.

A Personal Activity Report must be completed along with the Timesheet, which identifies the activities conducted during hours worked. Additionally, a specific Personal Activity Report shall be completed when required to meet specific funding requirements.

Full-time hourly employees may not work over 40 hours in a calendar week without supervisory approval.

For full-time hourly employees, time worked over 40 hours in a calendar week must be paid at time and a half unless the employee has signed the Compensatory time Agreement for time and a half comp reimbursement.

II. Part-Time Employees

Part-time employees are nonexempt employees hourly with an established weekly position (i.e., 16 hours, 24 hours, or 32 hours).

Hours worked are documented on a timesheet, rounded to the nearest quarter-hour through Paycor, which identifies the activities conducted during hours worked.

Additionally, a specific Personal Activity Report shall be completed when required to meet specific funding requirements.

Part-time employees may work additional hours up to 40 per week, approved by a Supervisor.
Part-time employees may not work over 40 hours per week without supervisory approval.

Time worked over 40 hours in a calendar week must be paid at time and a half unless the employee has signed the Compensatory time Agreement for time and a half comp reimbursement.

III. Schedule Expectations

Employees are entitled to a 30-minute break for lunch and two 15-minute breaks per 8-hour workday. The breaks may not be used to start late or leave early and are lost if not used each day.

Time is reported in 15-minute increments and documented on a timesheet.

Work after regular work hours must be documented along with a description of the work and the time worked in 15-minute increments.

A supervisor must approve any unpaid, overtime, or compensatory time.

IV. Health Insurance

As an employee working 32 hours on average over a year, you are eligible for health insurance through CASA for Kids, Inc.'s small group plan.

CASA's small group plan is reevaluated each fiscal year for the plan options and employer contributions. For fiscal year 2024/25, the health insurance offering is:

Employer covers 100% of the insurance premium of full-time employees (working an average of 40 hours) and (no family members).

Employer covers 80% of the insurance premium of part-time employees (working an average of 32 hours) and (no family members).

Family members may be added at the cost of the employee.

The employer's contribution to health insurance premiums will continue to be paid by CASA for Kids, Inc. while an employee is on unpaid leave for up to 90 days.

Dental & vision plan

Employees and family members can opt into either or both plans at the cost of the employee.

Eligibility for health, dental, and vision plans begins the first of the month after 60 days of employment.

Signed documents initiate and terminate the plan upon separation from the organization.

Once enrolled, monthly payments for the employee's portion of the plan will be auto-deducted from their paycheck pretax in two increments.

All current employees who opt out of CASA's health insurance will receive \$100 a month, which will be applied to their paycheck in two increments.

Anyone hired after November 1, 2023 who opts out of CASA's health insurance will receive \$50 a month applied to their paycheck in two increments.

for further policy details, please review the benefits handbook

V. Ancillary Benefits

- Eligibility begins the first of the month after 60 days of employment. CASA covers all enrollment costs and premiums for this benefit.

Life Insurance is provided to all CASA employees.

Basic Life: \$50,000 and Basic AD&D: \$50,000

Short Term disability is available to all employees.

8-day elimination period. Available up to 13 weeks at 66.67% of weekly income with a max benefit of \$1,000 weekly.

Long Term disability is available to all employees.

90-day waiting period (length of short-term disability), 66.67% of monthly earnings to a max benefit of \$5,000 monthly.

for further policy details, please review the benefits handbook

VI. Paid Time Off (PTO)

A. PTO

1. Paid Time Off (PTO) is provided to employees every year on January 1 and may be used for vacation, sick, or personal time.
2. PTO requests must be submitted to your supervisor in Paycor before taking time off. If multiple staff are requesting the same time off staff may be asked to submit an adjusted request, or their request may be denied.
3. PTO requests will be approved in the order they were submitted.
4. Employees are encouraged to take their PTO time. They may only carry 40 hours of their annually accrued time into a new anniversary period, or it will be lost unless supervisory approval is otherwise granted.

B. Full-time Employees

CASA for Kids, Inc. full-time employees receive a 5-day Sick Bank annually

CASA for Kids, Inc. full-time employees receive a 12-day PTO Bank for their first two years of employment – disbursed annually on January 1st each year

After the 90-day probationary period, full-time employees will receive their initial PTO and Sick Bank prorated based on the month they were hired

For example, If the staff were hired in March, they would receive 9 days of PTO their first year (75% of 12 days) and 3.75 Sick Days (75% of 5 days)

Full-time employees are eligible for a 15-day PTO bank after two years of continuous employment.

Full-time employees are eligible for a 16-day PTO bank after seven years of continuous employment.

Full-time employees are eligible for a 17-day PTO bank after eight years of continuous employment.

Salaried employees must take PTO time in full-day increments.

PTO is issued in hourly increments for full-time hourly employees.

Sick Banks do not roll over annually

Up to 5 days of PTO banks can be rolled over annually

D. Part-Time Hourly Employee

Part-time employees receive the following yearly PTO Bank in Paycor, disbursed annually on January 1st each year

- a. 16-hour position: 3 days
 - b. 24-hour position: 6 days
 - c. 32-hour position: 10 days
2. Part-time employees receive the following yearly Sick Bank in Paycor, disbursed annually on January 1st each year
- a. 16-hour position: 2 days
 - b. 24-hour position: 3 days
 - c. 32-hour position: 4 days
3. After the 90-day probationary period, part-time employees will receive their initial PTO and Sick banks in Paycor, prorated based on the month they were hired.
- a. For example, If the staff were hired in July, they would receive the following PTO for their first year:
16-hour position: 1.5 days, 1 day Sick
24-hour position: 3 days, 1.5 days Sick
32-hour position: 5 days PTO, 2 days Sick
4. Additional hours worked are not subject to PTO accrual.
5. PTO is issued in hourly increments for part-time hourly employees.
6. If an employee changes status from full-time to part-time, they may keep their remaining Paid Time Off and will receive their initial full-time PTO Bank in Paycor, prorated based on the month they were hired.
7. Sick Banks do not roll over annually

8. Up to 5 days of PTO banks can be rolled over annually

G. PTO Payout Policy:

1. Earned PTO will be paid to employees who have been with CASA for Kids, Inc. for at least one year upon resignation from the organization.
 - a. PTO for the current year will be calculated and paid out on a prorated basis per the PTO policy above.
 - b. In no event will the PTO payout exceed 5 days.

H. Retirement Benefits

1. 4013B Account Administered through Human Interest and syncs with Paycor account
 - a. All employees are eligible immediately upon hire
 - i. Employer contributions begin vesting after two years of employment
 - b. All eligible employees will choose the amount they wish to contribute, which can be deducted from their paycheck pre-or post-tax
 - c. Determined annually by the Board, employer match- for 25/26 up to 1% of the employee's salary if they have eligible contributions

Review Human Interest Policy and Account for further details

III. Agency Holidays/Election Day

A. Holidays/General Election Day

1. CASA for Kids, Inc. recognizes all State Holidays and the Employee's Birthday. The calendar dates for State of Michigan (State) Holidays are consistent with the State Calendar. The Employee's Birthday must be taken in the month of the Employee's Birthday.
2. General Election Day (the first Tuesday in November in even-numbered years) is also awarded to Employees consistent with the State Calendar.
3. CASA recognizes the diversity of Holiday values, beliefs, and traditions. In light of this, employees receive five floating holidays to use as they wish throughout the year. Floating Holidays do not roll over.

B. The following holidays are paid holidays for Employees:

Employee's Birthday, taken within the month of the employee's birthday

5 Floating Holidays to be used within the calendar year.

New Year's Day, January 1st

Martin Luther King Jr. Day, the third Monday in January

Presidents Day, the third Monday in February

Memorial Day, Last Monday in May

Juneteenth, June 19th

Independence Day, July 4th

Labor Day, First Monday in September

Thanksgiving Day, the fourth Thursday in November
 Christmas Day, December 25th

C. Part-Time Employees

1. Holiday pay is prorated for Part-Time Employees:

- a. 16-hour position: 0.4 X 8 hours
- b. 24-hour position: 0.6 X 8 hours
- c. 32-hour position: 0.8 X 8 hours

2. No employee will be paid for more hours than his or her position.

Action	Name	Date	Notes
Approved	Board	12/9/25	Drafted by P&P Com, Board approved
Approved	Board	12/10/24	Drafted by P&P Com, Board approved
Approved	Board	11/1/23	Drafted by P&P Com, Board approved
Approved	Board	2/7/22	Reviewed, amended, and approved
Approved	Board	8/28/18	Reviewed, amended, and approved
Approved	Board	3/11/18	Reviewed, amended, and approved
Approved	Board	12/3/16	Reviewed, amended, and approved
Approved	Board	2/10/15	Reviewed, amended, and approved
Approved	Board	12/6/14	Reviewed, amended, and approved
Approved	Board	9/18/12	Reviewed, amended, and approved
Adopted	Board	4/3/11	Initial policy creation date

Mileage & Reimbursement Policy

Purpose

Employees and volunteers may sometimes be required to use their personal car for business purposes/volunteer role responsibilities or purchase an item for reimbursement. CASA for Kids, Inc. has a monthly method to track and reimburse these costs detailed below. The commuting costs (travel between home and the work site) will not be reimbursed.

Procedures

Reimbursement for the operating expenses of the car will be calculated by multiplying the number of miles traveled by .44/mile. Employees and volunteers must avoid transporting volunteers or clients in their vehicles. If transportation of this type is necessary, approval from Management is required.

1. Employee Receipt & Mileage Reimbursement

The location, actual mileage, and the purpose of the travel must be entered on the Monthly Expense Sheet. Purchase submissions for reimbursement must be pre-approved by the Executive Director before purchase. Expenses must be substantiated by receipts to be submitted and entered into the Monthly Expense Sheet in Paycor. Mileage and other reimbursements are entered on the Monthly Expense Sheet and are submitted for reimbursement by the 5th of each month. Reimbursements are issued by the 15th of each month.

For employees only, the average mileage in a week over the normal driving distance to and from work five days a week may be claimed for mileage.

Examples

- a. An employee travels from their main office (Barry, Eaton, or Ingham) to a meeting at a private agency. The employee then stops for lunch on the way to a visit at a client home with an advocate. Finally, the employee returns to the main office. The entire mileage for this trip can be reimbursed.
- b. An employee travels from home to a meeting at a private agency. The employee then stops for lunch on the way to a visit at a client home with an advocate. Finally, the employee returns to their home. The total trip (RT) was 65 miles. The employee's normal commute (RT) is 10 miles. In this case, 55 miles can be reimbursed.

2. Volunteer Mileage Reimbursement

Mileage is reimbursed for volunteers at .44/mile. The location, actual mileage, and purpose of the travel must be entered in Optima.

The volunteer enters mileage in Optima by the 5th of each month for their direct supervisor's approval before submitting to the ED for reimbursement. Reimbursements are issued by the 15th of each month.

Action	Name	Date	Notes
Approved	Board	12/12/23	Revisions by Policy Committee
Approved	Board	1/25/22	Revisions by ED
Adopted	Board	9/30/14	Initial policy creation date

Compensatory (Comp) Time Policy

Purpose

The advocate supervisor role monitors and supervises volunteer positions working within the child welfare system. CASA for Kids, Inc. is aware of the varying and inconsistent nature of case workload in child welfare from week to week, and the need for occasional availability outside normal working hours for volunteer support. Given these two circumstances, there is the occasional need for advocate supervisors to work more than 40 hours a week, planned or unexpected. As such, CASA for Kids, Inc. would like to extend a Compensatory (Comp) Time Policy option for these non-exempt roles. Exempt staff roles are not able to use Compensatory time.

Legal Framework

Nonexempt positions are entitled to overtime pay and must be compensated for any hours worked over 40 hours in a workweek. The U.S. Department of Labor (DOL) describes compensatory time, or "comp time," as "paid time off the job that is earned and accrued by an employee instead of immediate cash payment for working overtime hours."

In accordance with the provisions of the Fair Labor Standards Act (FLSA), non-exempt employees are allowed, with the approval of their supervisor, to accrue compensatory time off instead of receiving payment for overtime hours worked. In lieu of overtime pay, employees may elect to accrue paid time off, at a rate of one and one-half hours for each hour worked in excess of 40 hours of actual work hours.

Procedures

In order to accrue and use comp time in lieu of overtime pay, an employee must complete and submit to his or her immediate supervisor the Agreement to Accept Compensatory Time Off In lieu of Overtime Pay form. If at a later date an employee wants to receive overtime pay instead of comp time, s/he shall complete and submit to their immediate supervisor another Agreement to Accept Compensatory Time Off In lieu of Overtime Pay form to cancel the prior approved request.

An employee may accrue a maximum of 10 hours of compensatory time per pay period. Accrued compensatory time cannot exceed 100 hours in a calendar year and must be spent within six months of accrual. Accrued Compensatory time will be tracked by the Program Leader and shared with the Executive director and staff using the policy.

Using Compensatory Time Off

An employee who has accrued compensatory time and requests use of the time must be permitted to use the time off within two weeks of making the request. Supervisors may deny the request if the use of compensatory time will unduly disrupt the department's operations. Supervisors can require an employee to take compensatory time off to manage the accrual limitation.

Compensatory time must be used prior to PTO.

Adopted and Approved by the Board February 7, 2022

Compensatory (Comp) Time Agreement

By signing below, I acknowledge the following:

I understand that my position is covered under the federal Fair Labor Standards Act (FLSA). I also understand that I am eligible to receive overtime pay at one and one-half times my current rate of pay, OR, in lieu thereof, to receive paid time off at the rate of one and one-half hours off for each hour of employment for which overtime compensation is required.

I understand this acknowledgment form must be executed by me and my supervisor *before* I can accrue or use comp time. I also understand that comp time, in lieu of overtime, only applies to hours worked over 40 within the workweek. At CASA for Kids, Inc., the workweek runs from 12:01 am Sunday and ends the following Saturday at 12:00 midnight.

I further understand that comp time may be accrued up to a maximum of 10 hours per pay period, cannot exceed 100 hours in the calendar year, time must be spent within six months of accrual, and must be used prior to using PTO. Compensatory hours must be used or paid in accordance with CASA for Kids, Inc. practices and applicable law. I also understand that comp time may be limited, used, or paid out consistent with the provisions of CASA for Kids, Inc. practices and the law.

I understand that my supervisor is ultimately responsible for monitoring and maintaining records of my accrued and used comp time. I understand that if I would resign or be terminated from my position, or be promoted into an exempt position, the supervisor in which the overtime was incurred is responsible for arranging for me to use or be paid the balance of my accrued compensatory time at my final hourly rate of pay prior to termination or a change in position.

I understand that this acknowledgment form will remain in effect during my employment at the CASA for Kids, Inc., unless revoked, revised, or updated, as may be needed by the department, due to a change in my position, or due to any changes to applicable law.

Acknowledged By:

EmployeeSignature:

Print Name: _____ Date _____

Supervisor Signature:

Print Name: _____ Date: _____

Telecommuting Policy

Objective

Telecommuting allows employees to work at home, on the road, or in a satellite location for all or part of their workweek. CASA for Kids, Inc. considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement.

Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with CASA for Kids, Inc.

Procedures

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at will and at any time at the request of either the telecommuter or the organization. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care, and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

Eligibility

Individuals requesting formal telecommuting arrangements must be employed with CASA for Kids, Inc for a minimum of 6 months of continuous, regular employment, and must have a satisfactory performance record.

Before entering into any telecommuting agreement, the employee and manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations, and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the telework.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and manager agree, and the human resource department concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and manager

will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After the conclusion of the trial period, the manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Equipment

On a case-by-case basis, CASA for Kids, Inc. will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each telecommuting arrangement. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. CASA for Kids, Inc. accepts no responsibility for damage or repairs to employee-owned equipment. CASA for Kids, Inc. reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all CASA for Kids, Inc. property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the company, unless other arrangements have been made.

CASA for Kids, Inc. will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. CASA for Kids, Inc. will also reimburse the employee for business-related expenses, such as ink and shipping costs, that are reasonably incurred in carrying out the employee's job.

The employee will establish an appropriate work environment within his or her home for work purposes. CASA for Kids, Inc. will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. CASA for Kids, Inc. will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

Time Worked

Telecommuting employees will be required to accurately record all hours worked using CASA for Kids time-keeping system and the personal time tracking log. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Ad Hoc Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

Adopted and Approved by the Board January 25, 2022

Telecommuting Agreement

Employee Information

Name: _____ Hire date: _____

Job title: _____

FLSA status: Nonexempt ___ Exempt ___

This temporary telecommuting agreement will begin and end on the following dates:

Start date: 8/3/22 End date: 12/31/22

Temporary work location: _____

Employee schedule: 40 Hours per week. 28 hours in the above temporary remote work location. 12 hours onsite not in the above temporary remote work location for CASA purposes (i.e. court, FTM, visits, meeting with volunteers or community, etc.) The scheduled in-office day (Eaton, Ingham, or Barry) for staff workday per week counts towards your 12 hours per week onsite. Personal time tracking must reflect onsite vs remote location for hours tracked.

The employee agrees to the following conditions:

- The employee will remain accessible and productive during scheduled work hours.
- Employees will record all hours worked in accordance with regular timekeeping practices, and a detailed log of their work via the personal tracking form.
- Employees will obtain supervisor approval prior to working unscheduled overtime hours.
- The employee will report to the employer's work location as necessary upon directive from his or her supervisor.
- The employee will communicate regularly with his or her supervisor, volunteers, and co-workers.
- The employee will comply with all CASA for Kids Inc. rules, policies, practices, and instructions that would apply if the employee were working at the employer's work location.
- The employee will maintain satisfactory performance standards.
- The employee will make arrangements for regular dependent care and understands that telecommuting is not a substitute for dependent care. In pandemic circumstances, exceptions may be made for employees with caregiving responsibilities.
- The employee will maintain a safe and secure work environment at all times.
- The employee will allow the employer to have access to the telecommuting location for purposes of assessing safety and security, upon reasonable notice by the company.
- The employee will report work-related injuries to his or her manager as soon as practicable.

CASA for Kids, Inc. will provide the following equipment: Shredder, Computer, traveling file system, office supplies, and printer ink (reimbursement).

The employee will provide the following equipment: printer, internet, and telephone.

The employee agrees that CASA for Kids, Inc. equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or

administrative settings on CASA for Kids, Inc. equipment. The employee understands that all tools and resources provided by the company shall remain the property of the company at all times.

The employee agrees to protect company tools and resources from theft or damage and to report theft or damage to his or her manager immediately.

The employee agrees to comply with CASA for Kids, Inc.'s policies and expectations regarding information security. The employee will be expected to ensure the protection of proprietary company and customer information accessible from their home offices.

CASA for Kids, Inc. will reimburse the employee for the following expenses: See Mileage and Reimbursement Policy.

- The employee understands that all policy agreements, terms, and conditions of employment with the company remain unchanged, except those specifically addressed in this agreement.
- The employee understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.
- The employee agrees to return company equipment and documents within five days of termination of employment.

Employee signature: _____ Date: _____

Supervisor signature: _____ Date: _____

Executive Director signature: _____ Date: _____

Family Care Leave Time Policy

Leave Time Definition: unpaid, job protected family care leave.

Family Medical Leave Act (FMLA) statutes do not cover employers with less than 50 employees, and consequently the employees of CASA for Kids, Inc. do not have FMLA leave rights unless otherwise indicated for disabled employees under the Michigan Persons with Disabilities Civil Rights Act.

Requests for Leave Time may be submitted to the Executive Director for consideration. Requests for Leave Time beyond 12 workweeks within a 12-month period will not be considered. A 12-month period is defined as 12 months from the first date of use. Requests for Leave Time may include an intermittent or reduced work schedule.

The organization will review requests for Leave Time with consideration to the following factors:

- A minimum of 60 days of employment with the organization
- Organizational needs

The employee must submit their request in writing and state the date the leave is to begin, the date of return to work and the reasons for the leave. The Director will issue a response to requests with an agreement if indicated to the employee with a copy to the employee file. If approved, employees must use their leave of absence for the approved purpose.

Leave Time is not an employee right and is subject to the discretion of the organization. Employees, for whom Leave Time is granted, must first use all accrued Paid Time Off (PTO) before any unpaid leave.

If an employee fails to return to work on the scheduled date of return, the employee will be considered to have abandoned their position and voluntarily terminated their employment.

Adopted by the Board April 10, 2018

At Will Employment Policy

These personnel policies do not create a contractual relationship between an employee and CASA for Kids, Inc. Barry, Eaton & Ingham (CASA). All CASA employees are employed at the will of CASA, and either the employee or CASA may terminate the relationship at any time, with or without notice and with or without cause.

Reviewed, Amended, and Approved by the Board, December 1, 2012
Reviewed, Amended, and Approved by the Board, December 6, 2014

Recruitment, Selection, and Promotion Policy and Plan

POLICY

CASA for Kids, Inc. Barry, Eaton & Ingham's (CASA's) Recruitment, Selection, and Promotion Policy and Plan sets forth guidelines for the development of an effective Board, Staff, and Volunteer base that is:

- Diverse with regard to age, color, race, gender, ethnicity, sexual orientation, religious creed, national origin, socioeconomic status, employment background, life experiences, characteristics, and the presence of a sensory, mental or physical disability;
- Representative of the population served; and
- Connected by their shared belief in the mission and core values of the organization.

Recruitment, selection, and promotion occur in accordance with:

- Applicable laws and regulations
- The Equal Employment Opportunity Act
- The organization's Anti-Discrimination Policy
- The organization's Anti-Harassment Policy
- The organization's Diversity and Inclusiveness Policy

PLAN

I. Board Recruitment, Selection, Ratification, and Officer Election

A. Objectives of the Plan

1. To evaluate and assess the current make-up of CASA's Board of Directors.
2. To identify specific skill sets, knowledge bases, or other characteristics that the Board desires but current members do not possess.
3. To have in place an organized process to identify, contact, and secure commitments from the best qualified individuals to fill Board leadership needs.
4. To establish and carry out a long-range plan for Board recruitment, development, and leadership.
5. To orient new Board Members to the organization during the recruitment process.

B. Procedures

1. Annual Board Self-Evaluation: the Board performs an annual Self-Evaluation to determine what skill sets, knowledge bases, or other characteristics are absent from the current Board, but desired.
2. Demographic Profile Grid: the Board completes a Demographic Profile Grid that determines the existing characteristics of the current Board and determines the desired characteristics in potential new candidates.
 1. Current Board Members should actively recruit new Board Members from their circle of connections.
 2. Current Board Members background checks shall be re-checked every four years.
 3. Creation of a Board Development & Nominating Committee: the Board of Directors should create a Committee dedicated to developing the Board and nominating individuals for service on the Board of Directors. The Committee would be responsible for first contact with individuals to inquire if they are interested in serving on the Board. If the individual is interested they should begin the New Board Member Orientation process and attend their initial meeting with the Executive Director and a current Board Member.
 4. Prospective Board Members are required to complete the following:
 - a. Application containing information about their employment, volunteer work, and professional affiliations.

- b. Submit names of three unrelated references – two professional and one personal.
 - c. Sign authorization for CASA to secure all required background screening.
 - d. Participate in an interview with program staff.
- 6. Prospective Board Members must meet the following criteria:
 - a. Minimum age of 21.
 - b. Minimum qualifications of the Position Description.
 - c. Successfully passed the application and screening process which includes all required background screening and reference checks.
 - d. Submitted all required receipts for policies and the Conflict of Interest Survey.
 - e. Not currently serving in another capacity within the organization (i.e. as a staff or a CASA volunteer).
 - f. Respect a child’s inherent right to be safe, establish permanence, and have the opportunity to thrive.
- 7. Prior to presentation of a Prospective Board Member to the Board for a vote, the Executive Director or their designee must contact each of the applicant’s three references to ascertain appropriateness for the Board.
- 8. Board Orientation Checklists: Orientation Checklists are used to orient prospective Board Members and new Board Members to the Board during various sessions. Specific members of the Executive Committee of the Board of Directors and Executive Director shall be responsible for portions of the Orientation Sessions based upon their specific duties.
- 9. Officer Elections occur annually according to the CASA Bylaws.

II. Staff Recruitment, Selection, and Promotion

- A. Objectives of the Plan
 - 1. To evaluate and assess the current make-up of CASA’s staff.
 - 2. To identify demographics or other characteristics desired in order to have staff representative of the children served who meet the position qualifications and requirements.
 - 3. To be intentional about recruiting applicants from under-represented populations served.
- B. Procedures
 - 1. CASA advertises all employment openings with employer listings and newspapers targeting opportunities to engage under-represented populations served.
 - 2. CASA includes “Equal Opportunity Employer” on all employment listings.
 - 3. Applicants for employment are required to complete the following:
 - a. Application containing information about their educational background, training, employment history, and experience working with children. Applicants must disclose other paid employment, volunteer, or contract work.
 - b. Submit names of three unrelated references.
 - c. Sign authorization for CASA to secure all required background screening.
 - d. Participate in an interview with program staff.
 - 4. Applicants considered must meet the following criteria:
 - a. Minimum age of 21
 - b. Minimum qualifications of the Position Description
 - c. Successfully passed the application and screening process which includes all required background screening.

- d. Respect a child's inherent right to be safe, establish permanence, and have the opportunity to thrive.
- e. Awareness and sensitivity to the cultural and socioeconomic differences present among the children and families served by the program.

III. Volunteer Recruitment and Selection

A. Objectives of the Plan

1. To evaluate and assess the current make-up of CASA's volunteer base.
2. To identify demographics or other characteristics desired in order to have a volunteer base representative of the children served who are able to effectively advocate for their needs.
3. To be intentional about recruiting volunteers of under-represented populations served.
4. To establish and carry out a long-range plan for volunteer recruitment.

B. Procedures

1. CASA utilizes the following avenues to recruit prospective volunteers targeting opportunities to engage under-represented populations served:
 - a. Media outreach, newspapers, social media, etc.
 - b. Speaking engagements
 - c. Community collaboration
 - d. Community organizations
2. The following information is provided to prospective volunteers:
 - a. Volunteer Position Description which includes the following:
 - 1) Purpose and role of the volunteer
 - 2) Qualifications
 - 3) Minimum time commitment
 - 4) Equal opportunity statement
 - b. CASA Volunteer Application or Volunteer Application
 - c. Information regarding upcoming training
3. Volunteer applicants are required to complete the following:
 - a. Application containing information about their educational background, training, employment history, and experience working with children. Applicants must disclose other paid employment, volunteer, or contract work.
 - b. Submit names of three unrelated references.
 - c. Sign authorization for CASA to secure all required background screening.
 - d. Participate in an interview with program staff.
4. Applicants considered must meet the following criteria:
 - a. Minimum age of 21
 - b. Successfully passed the application and screening process which includes all required background screening.
 - c. Respect a child's inherent right to be safe, establish permanence, and have the opportunity to thrive.
 - d. Determined to be an individual who ensures that the child's best interests through advocacy in court at every stage of the case.
5. Individuals who are not selected to engage with the CASA for Kids, Inc. Barry & Eaton Counties are referred to another CASA programs or organizations as appropriate

Screening and Suitability for Interaction with Minors Policy

Purpose:

This policy outlines processes related to the following purposes:

- D. To ensure that persons interacting with minors and those representing the mission have been properly vetted for interactions with minors including but not limited to conducting appropriate background screens listed in this document;
- E. To establish a policy for those persons not suitable to work with minors;
- F. To develop a timeline for updates and re-examination of persons working with minors

Definitions:

- D. **Persons working with minors:** Persons working with minors means any individual (staff, volunteer, consultant or contractor) who is expected or reasonably likely to interact with any minor receiving or likely to receive services from CASA.
- E. **Minor:** A client and/or individual under 18 years of age receiving or likely to receive services from CASA.
- F. **Interact/Interaction:** An interaction includes physical, oral, and written communication as well as the transmission of images sounds, and can be in-person or electronically (or similar means).

Policy:

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) completes criminal backgrounds screens and central registry clearances on each prospective board member, employee, and volunteer (hereafter applicant) prior to their engagement with the organization and prior to interaction with a participating minor. This includes volunteers transferring to the organization from another CASA program. CASA maintains the highest standards regarding screening since the client population served are the most vulnerable children of the community.

Each applicant is required to sign releases that allow the organization to complete criminal background screens and a central registry clearance. Applicants who refuse to sign required releases for background checks and the central registry clearance are ineligible.

I. Required Screening:

- A. Background screens must include the following using the person's name and any aliases:
 - Social Security number verification
 - Criminal records from the county of residence and from any county of residence for the last seven years
 - State criminal records from Michigan and from any state of residence for the last seven years
 - Name-based Michigan criminal history through ICHAT
 - National Criminal Database record
 - Department of Justice (DOJ) Dru Sjodin National Sex Offender Public Website (NSOPW)
 - Michigan State Police (MSP) Public Sex Offender Registry Checks
 - Sex offender registries from any state of residence for the last seven (7) years
 - Central Registry (child abuse and neglect registry) and child abuse registries from any state of residence for the last seven (7) years
 - Fingerprinting: CASA is not eligible in Michigan to access the Criminal History Record Information (CHRI) through fingerprinting. This policy will be updated to include fingerprinting in the event CASA becomes an authorized entity to fingerprint.

- B. If the individual has lived in another county that is not covered by the national criminal background check utilized, the program secures county and state criminal record checks in any county and state in which the person has resided for the previous seven years.
- C. the individual has lived in another state in the past seven years, the program secures a central registry clearance in any state in which the person has resided for the previous seven years (where permissible by law).
- D. Three references from non-relatives must be obtained.

II. Disclosure:

Persons working with minors must disclose initially when applying and thereafter when charged with any criminal history, child abuse registry or sex offender charges.

- 1. **Initial Disclosure:** The agency will allow for a person who will interact with minors to self-disclose any criminal history
- 2. **Required Disclosure:** The agency requires that that all persons working with minors must self-disclose any criminal history, including being added to the child abuse registry.

III. Suitability:

- A. Persons not suitable to work with minors:
 - 1. Any person who withholds consent to a criminal history search;
 - 2. Any person who knowingly makes (or has made) a false statement that impacts or is intended to impact search results (e.g., withholding of an alias or name change);
 - 3. Any person on the DOJ (Department of Justice) Dru Sjodin National Sex Offender Public Website (NSOPW);
 - 4. Any person who has been convicted of:
 - a. Sexual or physical abuse, neglect, or endangerment of a person under the age of 18 at the time of the offense;
 - b. Rape or sexual assault, including conspiracy to commit rape or sexual assault;
 - c. Sexual exploitation, such as through child pornography or sex trafficking;
 - d. Kidnapping or false imprisonment;
 - e. Voyeurism;
 - f. Any felony or misdemeanor involving a sex offense, child abuse or neglect or related acts that would pose risks to children or the program's credibility.
 - 5. Applicants are rejected who have been convicted of, or having charges pending for, a felony or misdemeanor involving a sex offense, child abuse or neglect, or related acts that would pose risks to children or the CASA program's credibility. This rejection policy is stated on the applications.
- B. Persons determined suitable to work with minors:
 - 1. Applicants with a clear record for criminality and child abuse/neglect.
 - 2. If an applicant is found to have committed a misdemeanor or felony that is unrelated to or would not negatively impact the credibility of the CASA program, the Executive Director and the Board will make a determination of suitability after considering the following:
 - The extent of the rehabilitation since the misdemeanor or felony was committed
 - Other factors that may influence the decision to accept the applicant

IV. Timeline

Background checks and central registry clearances must be completed prior to employment, volunteer case assignment or interaction with a participating minor; and must be conducted every four (4) years thereafter.

IV. Documentation

- A. Written verification of background screens and central registry clearance is maintained in the individual's file.
- B. Written determination of suitability is documented on the Determination of Suitability for Interaction with Minors Form and maintained in the individual's file.

The program ensures that individuals not selected are treated with dignity, respect, and if appropriate, referred to alternative opportunities.

Adopted by the Board on January 12, 2015; Reviewed, Amended and Approved by the Board, September 16, 2021, Reviewed, Amended and Approved by the Board, December 7, 2021
cc. Advocate Supervisor Manual, CASA Volunteer Procedure Manual

CASA Volunteer Engagement Policy

I. Volunteer Applicants

- A. Volunteer applicants are provided with the following information prior to engagement with the program:
 - 1. Volunteer Position Description
 - 2. Volunteer Application
 - 3. Upcoming training information
- B. Volunteer applicants are required to complete the following:
 - 1. Volunteer Application containing information about the educational background, training, employment history, and experience working with children.
 - 2. Submit names of three unrelated references.
 - 3. Sign authorization for CASA to secure all required background screening.
 - 4. Participate in an interview with program staff.
- C. Volunteers selected to engage with the program must meet the following criteria:
 - 1. Minimum age of 21.
 - 2. Successfully passed the application and screening process.
 - 3. Respect a child's inherent right to be safe, establish permanence, and have the opportunity to thrive.
 - 4. Determined to be an individual who ensures that the child's best interests through advocacy in court at every stage of the case.

II. Volunteer Transfers

- A. CASA volunteers transferring from another program are provided with the following information:
 - 1. Volunteer Position Description
 - 2. Volunteer Application
- B. CASA volunteers transferring from another program must complete the following:
 - 1. Volunteer Application containing information about the educational background, training, employment history, and experience working with children.
 - 2. Submit names of three unrelated references.
 - 3. Sign authorization for CASA to secure all required background screening.
 - 4. Participate in an interview with program staff.
 - 5. Receive, at a minimum, the following program specific volunteer training:
 - a. Local court and laws
 - b. Program policies and procedures
 - c. Investigation and Report Writing
 - 6. Participate in any other training required by the program staff.
- C. Volunteer transfers selected to engage with the program must meet the following criteria:
 - 1. Minimum age of 21.
 - 2. Successfully passed the application and screening process.

3. Respect a child's inherent right to be safe, establish permanence, and have the opportunity to thrive.
4. Determined to be an individual who ensures that the child's best interests through advocacy in court at every stage of the case.
5. CASA is not required to accept volunteer transfers from another CASA program and will maintain documentation regarding such decisions.

III. Volunteer Re-engagement

- A. CASA volunteers who have been inactive for over a year will be asked if they would like to remain on the inactive roster for future potential re-engagement.
- B. CASA volunteers who have been inactive for over two years will be retired if they do not wish to re-engage with the program.
- C. CASA volunteers in good standing who would like to re-engage with the program after having been in-active for over a year must complete the following:
 1. Meet with an Advocate Supervisor to determine interest and re-engagement criteria (including retraining needs and procedural updates).
 2. Follow any specific training or reengagement recommendations from the CASA Program staff. Retraining is recommended in most cases following a year of inactivity.

Training Policy

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) ensures that its staff and volunteers are provided with quality training to support the provision of advocacy to children in the foster care system.

CASA conducts the National CASA Volunteer Pre-Service Training and provides a yearly schedule for ongoing training opportunities for staff and volunteers. Training minimally includes information about the backgrounds and needs of the children served, the court system, cultural competency, diversity, inclusion, disproportionality, disparity outcomes, and recognizing abuse.

Staff and volunteers are required complete the National CASA Volunteer Pre-Service Training and 12 hours of ongoing training per year. Relevant trainings external to CASA may be approved by the Director to meet ongoing training requirements. Proof of attendance must be submitted to the Director for approval.

Training attendance is recorded on Training Sign in Sheets. Training attendance and training hours are recorded for each staff and volunteer.

The training and development program is reviewed annually and revised based on the program's assessment of its training needs.

CASA VOLUNTEER TRAINING

CASA ensures that CASA volunteers are trained according to National CASA standards.

CASA uses the National CASA Volunteer Pre-Service Training Curriculum to train prospective CASA volunteers. CASA volunteers are required to complete 30 hours of pre-service training prior to case assignment. The Pre-Service Training is delivered by the program staff and qualified community professionals.

Pre-Service Training includes minimally:

- Roles and responsibilities of a CASA volunteer
- Relevant state laws, regulations, and policies
- Relevant federal laws, regulations, and policies including the Adoption and Safe Families Act (ASFA), the Child Abuse Prevention and Treatment Act (CAPTA), the Indian Child Welfare Act (ICWA), and the Multi-Ethnic Placement Act (MEPA)
- Court process
- Cultural competency
- Dynamics of families including mental health, substance abuse, domestic violence, and poverty
- Child Development
- Child abuse and neglect
- Special needs of children served
- Permanency Planning
- Confidentiality and record keeping practices
- Community agencies and resources available to meet the needs of children and families
- Communication and information gathering
- Effective advocacy

CASA volunteers are provided with a CD or removable drive including the National CASA Training Manual, relevant forms and documents, community resources, and training helps. This also includes Indian Child Welfare Act (ICWA) compliance information.

CASA volunteers are required to complete between 2-10 hours of court room observation prior to case assignment. The number of court room observation hours required is at the supervisor's discretion depending on the volunteer's experience and demonstrated understanding of court processes.

CASA volunteers are required to complete 12 hours of ongoing in-service training per year. Relevant trainings external to CASA may be approved by the Director to meet ongoing training requirements. Proof of attendance must be submitted to the Director for approval.

STAFF

All staff are required to complete the National CASA Pre-Service Training and 12 hours of ongoing training per year. Relevant trainings external to CASA may be approved by the Director to meet ongoing training requirements. Proof of attendance must be submitted to the Director for approval.

CASA implements a training and development program for staff to improve their knowledge, skills, and abilities.

Trainings offered provide the opportunity for staff to pursue continuing education to upgrade knowledge and skills to fulfill the requirements of their respective positions.

Adopted by the Board on January 12, 2015
Reviewed, Amended, and Approved by the Board, February 10, 2015
cc. Advocate Supervisor Manual, CASA Volunteer Manual

Staff Supervision and Evaluation Policy

It is the value of CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) to provide quality supervision and evaluation to ensure adequate support, feedback, and direction to complete job functions effectively. The following items outline the provisions related to staff supervision and evaluation.

- I. Staff Supervision
 - A. Adequate staff supervision is provided and supervision is easily accessible.
 - B. Supervision can be structured formally or informally as determined appropriate.
 - C. The frequency of supervision is arranged on the basis of the following:
 - 1. Staff needs.
 - 2. The complexity and size of the workload.
 - 3. Familiarity with the assignment.
 - D. Supervision ensures regular updates regarding the progress on each case.
 - E. Staff are held accountable for their assigned duties.

- II. Staff Evaluation
 - A. Staff are evaluated annually by their supervisor. The Director is evaluated annually by the Board or a Committee of the Board. Documentation of this evaluation is maintained in the staff file.
 - B. Staff are evaluated against established criteria on a standardized evaluation form.
 - C. Staff complete a Self-Evaluation as part of the evaluation process.
 - D. Evaluations include:
 - 1. An assessment of job performance in relation to the quality and quantity of work.
 - 2. Criteria that reflect the job description and performance objectives established in the most recent evaluation.
 - 3. Clearly stated objectives for future performance.
 - 4. Recommendations for future training and skill building, if applicable.
 - 5. Active participation from the staff.
 - E. Staff are provided with the opportunity to:
 - 1. Sign the evaluation report.
 - 2. Obtain a copy of the evaluation.
 - 3. Include written comments before the report is entered into the personnel file.

CASA Volunteer Supervision, Evaluation, and Recognition Policy

- I. Volunteer Supervision Caseload
 - A. Full Time Staff with supervisory functions may not supervise more than 30 actively assigned volunteers, with a maximum of 45 cases. Part Time Staff with supervisory functions may not supervise more than the number of volunteers for Full Time Staff prorated by the hours of their assigned position.
 - B. Staff assigned to supervision as one of a number of responsibilities will have their staff to volunteer ratio reduced according to the number of work hours devoted to supervision or other responsibilities.
- II. Volunteer Supervision and Frequency
 - A. Individual or group supervision frequency is arranged on the basis of:
 1. Volunteer needs
 2. Complexity and type of case handled by the volunteer
 - B. Supervisors communicate regularly with volunteers to review the Monthly Reports and discuss case progress.
 - C. Volunteers are held accountable for the performance of their assigned duties.
- III. Volunteer Evaluation
 - F. Supervisors annually evaluate volunteers. Documentation of this evaluation is maintained in the volunteer file.
 - G. Volunteers annually evaluate the program. Feedback is compiled for quality improvement purposes.
 - H. Supervisors conduct an in-person review of each case following closure to obtain feedback from the volunteer and provide case specific feedback to the volunteer. Documentation of this review is maintained in the volunteer file.
- IV. Volunteer Recognition
 - A. CASA recognizes the significant role of CASA volunteers and looks for opportunities to recognize volunteer time and performance and express gratitude for their service in practical and meaningful ways.
 - B. CASA's newsletter and website spotlight individual volunteer performance.
 - C. CASA holds an annual event to honor and recognize the work of CASA volunteers.

CASA Volunteer Case Management Policy

- I. Case Referral and Acceptance
 - A. Case Referral
 1. Barry and Eaton Counties:
 - a. Every incoming case of abuse or neglect is referred by the Court to CASA for a CASA volunteer at the initial stages of the court case.
 - b. Any involved party to the case is able to make a referral to CASA for a CASA volunteer at any time during the court case.
 2. Ingham County:
 - a. The Guardian ad Litem is responsible for referring or approving all referrals to CASA.
 - b. Referrals from involved parties must be approved by the Guardian ad Litem.
 3. Referral criteria is reviewed and updated at least every four years.
 - B. Case Acceptance
 1. Cases are accepted by the program without discrimination based on a child's gender, sexual orientation, race, ethnicity, nationality, disability, or religion.
 2. CASA retains the right to determine which referred cases it can appropriately serve within the limits of its resources, capacities, authority, and mission.
 3. A written response is issued to the referral source to indicate whether the case has been accepted for service.
- II. Case Selection and Assignment
 - A. Volunteer Selection
 1. For the purposes of matching children with the best suited volunteers, CASA considers ethnicity, national origin, race, gender, religion, sexual orientation, physical ability, and social economic status.
 2. CASA considers volunteer experience, knowledge, skills, availability, case type preferences, and any potential exclusionary factors in the selection of volunteers for cases.
 3. CASA Volunteers are matched with referred cases in accordance with the Case Selection, Case Appointing, and Case Opening Procedure.
 4. CASA Volunteers are not assigned more than two cases at a time unless an exception is granted and documentation is maintained in the volunteer file. CASA Volunteers may not be assigned to more than five cases with an approved exception on file per National CASA Standards. CASA considers the following factors in determining the caseload size of the volunteer:
 1. Nature and difficult of the current caseload
 2. Availability of the volunteer
 - B. Case Assignment
 1. CASA Volunteers are assigned to cases in accordance with the Case Selection, Case Appointing and Case Opening Procedure at the earliest possible stage of court proceedings.

2. The Advocate Supervisor submits a letter requesting a CASA Volunteer's case appointment to the judge along with the signed Acceptance of Trust and the Court Order of Appointment. The Acceptance of Trust includes a confidentiality agreement signed by the CASA Volunteer. The judge signs the Court Order of Appointment and distributes the Court Order to the CASA Program and all parties to the case.
 3. CASA provides notification of volunteer appointment to all parties of the case.
 4. CASA maintains case assignment records including minimally:
 - a. Volunteer name
 - b. Child/ren's name(s)
 - c. Date of assignment
 - d. Date of release
- C. CASA Case Closure
1. When the volunteer is on the case until the court case closes, the Termination of Court Jurisdiction serves as the notice of the CASA Case Closure to all professional parties.
 2. Written notification is provided to all parties when a CASA is removed from the case prior to the court case closure.
 3. The placement family is provided with written notification concerning CASA case closure and information regarding the possibility of continued contact apart from CASA.

III. Ongoing Case Management

D. Case File Maintenance

1. The CASA Volunteer's Case File order is maintained in accordance with the CASA Volunteer Case File Procedure.
2. Case File Confidentiality
 - a. CASA Volunteers maintain the privacy of written case information by maintaining their case file, written correspondence, and other case related materials in a secure locked case file that does not allow for breach of confidentiality.
 - b. CASA Volunteers return their case file and any case related materials to the program within two weeks of case closure.
 - c. Access to case information is restricted to CASA Volunteers, CASA Staff, DHHS and private agency involved caseworkers/supervision, the Case Attorneys, and the Court unless a request for information is accompanied by a valid release of information/signed authorization, or court order. CASA Volunteers and Staff must consult with the Executive Director before releasing information in order to determine what information may be released and to whom.

E. Hearing Notices

1. CASA Volunteers receive a copy of hearing notices for their assigned cases from the CASA office in accordance with the Hearing Notice Procedure.
2. CASA Volunteers receive a Monthly Calendar or monthly email which includes their hearings for the month to date in accordance with the Hearing Notice Procedure.

F. Monthly Reports

1. CASA Volunteers submit a Monthly Report containing their contacts, hours, and any significant case information in accordance with the Monthly Report Procedure.
 2. The Advocate Supervisor maintains ongoing communication with the CASA Volunteer regarding their case progress and their Monthly Report.
- G. Court Reports
1. CASA Volunteers discuss all recommendations concerning their case with the Advocate Supervisor.
 2. CASA Volunteers submit their Court Reports to the Advocate Supervisor for review within the timeframes required by the Advocate Supervisor and the Court.
 3. CASA Volunteers should be open to receive counsel, feedback, or instruction concerning case progress, the court process, and report writing in order to most effectively advocate for the best interest of the child and facilitate positive case outcomes.
 4. The Advocate Supervisor does not alter the CASA Volunteer's Court Report or recommendations without the knowledge and agreement of the CASA Volunteer.
 5. It is desirable for the CASA Volunteer and the Advocate Supervisor to be in agreement concerning the details contained within the Court Report and the recommendations. If the Advocate Supervisor and the CASA Volunteer are unable to reach consensus concerning the content within the Court Report or the recommendations, the Advocate Supervisor will 1) maintain the volunteer's information, and include a Supervisor Statement prior to their signature at the bottom of the Court Report, or 2) include in the Supervisor Statement that information from the volunteer's report has been altered or omitted by the Supervisor. This is important as both the CASA Volunteer and the Advocate Supervisor must sign off on the Court Report.
 6. The Advocate Supervisor submits the Court Report to all parties after signing off on the Court Report.

IV. Mandated Reporting

- A. CASA Volunteers and CASA Staff are required by policy to report suspected abuse or neglect consistent with Mandated Reporting requirements.
- B. Matters of suspected abuse or neglect must be reported immediately to the Centralized Intake with a written report filed within 72 hours in accordance with the Suspected Abuse and Neglect Reporting Policy.
- C. Any situation in which a CASA Volunteer or CASA Staff has reason to believe that a child is in imminent danger must be reported to the appropriate authorities and the Advocate Supervisor and or Executive Director.

V. Resolving Case Conflicts or Program Conflicts

- A. Handling internal case conflicts:
 1. Any issues or conflicts maintained by the CASA Volunteer regarding a case or the program should be discussed first with the Advocate Supervisor.
 2. If the CASA Volunteer does not feel that he or she has received satisfactory instruction, counsel, or resolution, then the CASA Volunteer may address the matter with the next supervisory level.

3. If the CASA Volunteer does not feel that he or she has received satisfactory instruction, counsel, or resolution, then the CASA Volunteer may address the matter with the Executive Director.
 4. If the CASA Volunteer still does not feel that he or she has received satisfactory instruction, counsel, or resolution, he or she may submit a formal complaint or grievance to the Board President according to the Grievance Policy.
- B. Handling case conflicts involving individuals from outside organizations or community members:
1. It is important at all times for the CASA Volunteer to advocate for the best interest of the child while maintaining the integrity of the CASA Volunteer Position and representing the integrity of the CASA Program.
 2. If the issue or conflict maintained by a CASA Volunteer involves individuals from an outside organization or individuals within the community (including foster parents, placements, etc.), the CASA Volunteer should accept instruction or counsel from the Advocate Supervisor to address the issue appropriately and facilitate the best outcome for the child.
 3. If the CASA Volunteer does not feel that he or she has received satisfactory instruction, counsel, or resolution, then the CASA Volunteer may address the issue with the next supervisory level.
 4. If the CASA Volunteer does not feel that he or she has received satisfactory instruction, counsel, or resolution, then the CASA Volunteer may address the matter with the Executive Director.
 5. If the CASA Volunteer still does not feel that he or she has received satisfactory instruction, counsel, or resolution, he or she may submit a formal complaint or grievance to the Board President according to the Grievance Policy.
 6. If the CASA Volunteer is unable to accept counsel to appropriately address issues, any gross misconduct or disregard for the program procedures and training to facilitate positive outcomes could result in discipline up to and including dismissal from the case or the CASA Program.

Adopted by the Board January 20, 2015
Reviewed, Amended, and Approved by the Board February 17, 2015
Reviewed, Amended, and Approved by the Board September 26, 2017
Reviewed, Amended, and Approved by the Board August 1, 2018
Reviewed, Amended, and Approved by the Board September 16, 2021
cc. Advocate Supervisor Manual, CASA Volunteer Procedure Manual

Case Contact Exception and Video Conferencing Policy

CASA Volunteers shall meet in-person with their assigned child/ren weekly (or four times per month) per program standards. An exception may be granted at the discretion of the CASA program staff. Any exception and the justification for the exception shall be documented on the Case Contact Exception Form and maintained in the client file. Exceptions and approved alternate forms of contact shall also be documented in the contact log of each Court Report.

There are limited circumstances in which video conferencing (FaceTime, Skype, Google G Suite Hangouts, Updox, VSee, Zoom for Healthcare, Doxy.me or other online video chat application) may be used in lieu of required in-person/face-to-face contact. Such circumstances are limited to those that are beyond the control of the staff, volunteer, child or placement family, such as a declaration of an emergency that prohibits or strongly discourages person-to person contact for public health reasons; a child or volunteer whose severe health condition warrants limiting person-to-person contact; and other similar public or individual health challenges.

If video conferencing is used under these limited, specified circumstances, staff/volunteers must conduct the video conference in accordance with the following procedures, and must closely assess the child's safety at each conference. Consultation with a supervisor must occur to consider alternative plans of action should the video conference raise a concern about the child's safety or well-being.

Video conferencing must be conducted in the following manner:

- Ensure the video conference occurs in a private area with no other persons or potential interruptions (both visually and audibly)
- No confidential information regarding a child's identify or case may be discussed or disclosed
- Take care to perform video conferencing in a location void of protected volunteer personal information
- No recording may take place (audio or visual) by either party on the call
- Public facing video communications such as Facebook Live, Twitch, TikTok may not be used

Signature indicating policy agreement is required to allow for video conferencing to ensure the privacy and confidentiality of the children served and the sensitivity of their personal information.

Signature of Agreement

date

Adopted by the Board 3.23.20

Corrective Action and Dismissal Policy

Corrective Action

CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) maintains a Corrective Action and Dismissal Policy pertaining to the program's board, staff, and volunteers. A corrective action plan may encompass one or more incidents. Corrective action may be taken if a board member, staff, or volunteer's work is unsatisfactory. Corrective action concerning program staff and volunteers is within the discretion of the Executive Director. Corrective action concerning the Executive Director and Board Members is within the discretion of the Board Officers. Corrective action may include:

1. Additional supervision or counsel
2. Verbal or written reprimand
3. Training or re-training
4. Reassignment
5. Retaining with possible suspension

Dismissal

Individuals who do not adhere to the policies and procedures of the program or who fail to satisfactorily perform their assignments are subject to dismissal. Dismissal of program staff and volunteers is within the discretion of the Executive Director. Dismissal of the Executive Director and Board Members is within the discretion of the Board Officers. An individual who has been dismissed may file a letter of grievance with the President of the Board within 30 days. Grounds for dismissal may include, but are not limited to:

- Violation of program policies and procedures, court rules, or law.
- Gross misconduct or insubordination.
- Being under the influence of alcohol or drugs while performing duties.
- Theft of property or misuse of program equipment or materials.
- Mistreatment or inappropriate conduct toward clients, families, staff, or cooperating agency personnel.
- Taking action without program or court approval that endangers the child or is outside the role or powers of the program.
- Taking action without program approval that endangers the integrity or reputation of the CASA program.
- Failure to complete required initial or ongoing training for staff and volunteers.
- Failure to accept assignments over a period of twelve months.
- Breach of confidentiality.
- Failure to satisfactorily perform assigned duties.
- Conflict of interest which cannot be resolved.
- Falsification of application materials or misrepresentation of facts during the screening process.
- Falsification of any materials included in a report to the court.
- Failure to report significant case information to the court.
- Criminal activities.
- Existence of child abuse or neglect allegations.
- Initiation of ex-parte communication with the court.
- Violations of the CASA Volunteer Role Restrictions Procedure.

The individual shall be provided with a confidential memo identifying the reason(s) for the dismissal.

At the time of an individual's dismissal, all case related materials, notes, and other CASA property must be returned to the CASA office immediately.

If a program staff or volunteer has been assigned to a case and the case has not been terminated, a new CASA Volunteer may be appointed to the case and all parties notified regarding the change in appointment.

General Standards for CASA Staff and Volunteers (hereafter CASA Representatives)

1. All CASA representatives must be able to remain objective and understand that the foremost priority is the child(ren)'s best interests.
2. The language and actions of all CASA representatives will remain polite and professional when dealing with volunteers, parties to cases, DHHS workers, the judiciary and the general public.
3. CASA representatives will not provide direct services to clients or parents. Direct services include, but are not limited to, therapeutic counseling, supervising visits, arranging appointments such as medical or counseling, or providing legal advice.
4. CASA representatives will not make promises to clients or parents regarding outcomes of hearings, placement of children or other issues defined by court order or agency role description.
5. CASA representatives will maintain confidentiality regarding all cases. Case information may not be disclosed to anyone who is not authorized to receive it. Confidential information may only be shared with CASA staff, supervisors, case attorneys, caseworkers, and the court. Case records, notes, correspondence and other case related material must be secured and kept private.
6. CASA representatives may not transport clients due to liability issues.
7. CASA representatives cannot give gifts or receive gifts unless approved by the agency leadership.
8. CASA representatives are required to report any and all allegations of abuse or neglect within their personal family to their supervisor.
9. A CASA representative involved in an investigation of abuse or neglect (internal or external to the organization) will be suspended from their duties pending a thorough investigation.
10. CASA representatives may request to access their employee or volunteer files during regular hours.
11. If a CASA staff is appointed to a case, all other standards that apply to volunteers apply to the CASA staff as well.
12. Specific standards for CASA volunteers are listed in the CASA Volunteer Role Restrictions Procedure.

Grievance Policy

Most problems can be resolved simply and fairly, or avoided entirely, if the issue or incident is dealt with through the open door policy. The open door policy of CASA for Kids, Inc. Barry, Eaton & Ingham (CASA) is informal. An individual having a problem, complaint, or dispute should follow the steps below. CASA will not discriminate against an individual for filing a grievance.

Definition:

A grievance is a complaint that may involve one or more of the following:

- Unjust, unfair, or inappropriate treatment.
- A violation, misinterpretation, or inequitable application of CASA's policies or procedures.

CASA has a separate Whistleblowers Policy. Actions taken to ensure CASA's compliance with federal, state, or local laws are not subject to this grievance policy.

Time Frames:

Grievances must be filed within ten business days after the event that is the basis of the grievance. An individual must file a grievance and appeal a response within the established time frames at each step of the process. CASA need not consider a grievance that is not timely filed or appealed. If CASA declines to consider a grievance, they will notify the individual in writing.

Steps:

1. Before filing a grievance, the individual shall first discuss the problem that gave rise to the grievance with his or her immediate Supervisor. If the informal discussion does not resolve the problem, the individual shall prepare a written grievance and file it with his or her Supervisor. On receipt of the grievance, the Supervisor will provide written acknowledgement. Within five business days, the Supervisor will either issue a written response or, if he or she determines that a further meeting is necessary, arrange in writing to meet with the individual on a specified date. The Supervisor will issue a written response within five business days of the meeting.
2. If the individual is dissatisfied with the Supervisor's response, he or she may file an appeal with the Executive Director within five business days of receiving response. The individual must explain why the individual disagrees with the Supervisor's written response. On receipt of the appeal, the Executive Director will provide written acknowledgement. Within five business days, the Executive Director will either issue a written response or, if he or she determines that a further meeting is necessary, the Executive Director will arrange in writing to meet with the individual on a specified date. The Executive Director will issue a written response within five business days of the meeting. The Executive Director will provide a copy of the grievance, the appeal, and the written responses from the Supervisor and the Executive Director to the Board of Directors.

3. If the aggrieved individual is dissatisfied with the response, he or she may file an appeal with the Board President within 5 days of receiving the Executive Director's written response. The individual must explain why the individual disagrees with the decision of the Executive Director. On receipt of the appeal, the Board President will provide written acknowledgment to the individual. The Board President may designate a Board Committee to address the appeal. The Board President or Board Committee will either render a written response within 30 business days or, if it is determined that a further meeting is necessary with the individual, arrange in writing to meet with the individual on a specified date. If a meeting is held, the Board President or Board Committee will provide a written response within 30 business days of the meeting. The Board President or Board Committee, on behalf of the Board of Directors, has the final authority with respect to the resolution of grievances. The Board President is responsible for communicating the Board's response to an individual's grievance.

Documentation:

The Executive Director will maintain documentation of all grievances. Documentation of grievances must be separate from the employee and volunteer files. The documentation must include copies of the written grievance, written responses, and any other relevant documents.

Adopted by the Board, February 10, 2015

Jury Duty Policy

Objective

To provide income protection while an employee carries out their civic responsibility, CASA for Kids, Inc. provides an employee's regular day's pay for time spent serving on jury duty.

Eligibility

Full-time and regular, part-time employees are eligible to receive this benefit.

Responsibility

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness, the employee should notify their supervisor. The employee is required to provide copies of the subpoena or jury summons to their supervisor and the payroll department.

Employees appearing in their own case as a plaintiff or defendant or for a no subpoenaed court appearance will not receive paid time off. Vacation or unpaid time should be used for such instances.

Adopted by the Board on August 23, 2022

Bereavement Policy

Objective

The Bereavement Leave Policy establishes uniform guidelines for providing paid time off to employees for absences related to the death of immediate family members and fellow employees or retirees of CASA for Kids, Inc.

Eligibility

All full-time, active employees are eligible for benefits under this policy.

Procedures

An employee who wishes to take time off due to the death of an immediate family member should notify their supervisor as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with supervisors' approval, use any available vacation, comp time, or floating holidays for additional approved time off as necessary. Additional time off outside of this will be determined case-by-case by the Executive Director.

Documentation for bereavement leave may be required.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials.

Paid bereavement leave will be granted according to the following schedule*:

- Employees are allowed up to five nonconsecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, sibling, step-sibling.
- Employees are allowed two nonconsecutive days off from regularly scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, or spouse's grandparent, nibling, step-nibbling.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the company.

*If an employee experiences the death of a significant relationship not listed that they believe qualifies for bereavement leave, they may submit that information to the director for a case-by-case review.

Communicable Disease Policy

Purpose

CASA for Kids, Inc. strives to protect the health and safety of our employees, volunteers, and the community we serve by taking steps to prevent the spread of communicable conditions. All employee and volunteer records regarding communicable or infectious diseases will remain confidential.

Procedures

1. All employees and volunteers are required to self-monitor for symptoms to prevent the spread of disease, infection, and infestation.
2. Employees and volunteers are responsible for pre-screening for sickness or symptoms before in-person work with clients to limit the spread of disease.
3. Any employee or volunteer with a suspected or confirmed exposure to communicable diseases must report this fact to the Program Manager or Executive Director as soon as practicable.
4. Any employee or volunteer with a communicable or contagious disease/illness must report this fact to the Program Manager or Executive Director as soon as practicable.
5. The Program Manager and Executive Director will determine which parties must be notified for each reported suspected or confirmed exposure or diagnosis.
6. For the purpose of this policy, serious diseases/infections/infestations include, but are not limited to, the following:
 - a. Hepatitis
 - b. Tuberculosis
 - c. Mononucleosis
 - d. Scabies
 - e. SARS
 - f. SARS-CoV-2 (COVID-19)
 - g. Other communicable/contagious diseases, infections, or infestations (such as lice or bed bugs).
7. In the absence of state and local regulations, CDC guidelines will be utilized in determining any work restrictions.
8. With supervisor approval, employees and volunteers that have any communicable/contagious diseases (s) may work remotely, as long as they are able to perform the essential functions of their jobs, with or without reasonable accommodation(s), so long as they do not pose any undue risks to themselves or other employees, volunteers, or clients.
9. Employees and volunteers who are restricted from work shall remain away from in-person work or volunteer hours until no longer contagious or cleared by a medical provider as needed.

References:

Centers for Disease Control and Prevention. *Infection Control in Healthcare Personnel, 1998, (October 2019 Update)*. <https://www.cdc.gov/infectioncontrol/guidelines/healthcare-personnel/infrastructure.html>. Accessed August 2022. Occupational Safety and Health Administration. U.S. Code 29USC 654(a). https://www.osha.gov/laws-regs/oshact/section_5. Accessed August 2022.

Action	Name	Date	Notes
Adopted	Board	12/12/23	Initial policy creation date

CASA for Kids, Inc. Media Consent Form

MEDIA CONSENT FORM I _____
(print full name) ("Me"). I hereby grant CASA for Kids, Inc. and their agents the absolute right and permission to use photographic portraits, pictures, digital images, or videotapes of Me, or in which Me may be included in whole or part, or reproductions thereof in color or otherwise for any lawful purpose whatsoever, including but not limited to use in any CASA for Kids publication or websites, without payment or any other consideration. I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, wherein Me's likeness appears, or the use to which it may be applied. I hereby release, discharge, and agree to indemnify and hold harmless CASA for Kids, Inc. and their agents from all claims, demands, and causes of action that I or Me have or may have by reason of this authorization or use of Me's photographic portraits, pictures, digital images or videotapes, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images or videotapes, or in processing tending towards the completion of the finished product, including publication on the internet, in brochures, or any other advertisements or promotional materials. I represent that I am at least eighteen (18) years of age and am fully competent to sign this Release. THIS IS A RELEASE OF LEGAL RIGHTS. READ IT CAREFULLY AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING. PLEASE CHECK ONE OF THE BOXES BELOW THEN SIGN YOUR NAME(S)

- CONSENT: I hereby certify that I do hereby give my consent without reservation to the foregoing.

- NON-CONSENT: I hereby certify that I do not hereby give my consent without reservation to the foregoing.

(Signature) (Date)

(Printed Name) (Primary Phone Number)

External Employment Policy

Objective

CASA for Kids, Inc. recognizes that some employees may need or want to hold additional jobs outside their employment with the company. Employees of CASA for Kids, Inc. are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

Procedures

CASA for Kids, Inc. applies this policy consistently and without discrimination to all employees and is following all applicable employment and labor laws and regulations. The following rules for outside employment apply to all employees notifying their supervisors or managers of their intent to engage in outside employment:

- Work-related activities and conduct away from CASA for Kids, Inc. must not compete with, conflict with, or compromise the company's interests or adversely affect job performance and the ability to fulfill all responsibilities to CASA for Kids, Inc. Employees are prohibited from performing any services for customers of CASA for Kids, Inc. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company's confidential information. In addition, employees may not solicit or conduct any outside business during work time for CASA for Kids, Inc.
- CASA for Kids, Inc. employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at CASA for Kids, Inc., the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
- Employees may not use CASA for Kids, Inc. paid compensatory time to perform work for another employer.
- Fraudulent use of company PTO, compensatory time, or an employee's refusal to comply with CASA for Kids, Inc.'s directives may result in immediate termination of employment with CASA for Kids, Inc.

Adopted and Approved by the Board January 25, 2022

Volunteer & Employee Gift Policy

Purpose

The intent of this policy is to protect CASA for Kids Inc., volunteers, board, and staff (hereafter referred to as CASA affiliates) from potential conflicts of interest regarding bribes or gifts (actual or perceived), including gifts given to children. Further, this policy protects the child's safety and interest and has volunteers build a relationship with their child that is not transactional.

Procedures

1. Monetary gifts to children are strictly prohibited.
2. CASA affiliates cannot accept monetary gifts from foster families, biological families, or children.
3. CASA affiliates are encouraged to refrain from accepting nonmonetary gifts from foster families, biological families, or children. Any gift accepted should not exceed the average cost of \$30.00.
 - a. Contact your direct supervisor if unsure of the nonmonetary value.
4. Gift cards are permissible from CASA for Kids, Inc. and cannot exceed \$50.00.
5. All gifts should be appropriate for the child and approved by their caregiver. No gift should be related to explicit content, including but not limited to:
 - a. Drugs or illegal substances
 - b. Alcohol
 - c. Active firearms or weapons
 - d. Explicit material (e.g., sexual, violent, etc.)

Action	Name	Date	Notes
Adopted	Board	4/22/2025	Initial policy creation date