



## ORGANIZATION BYLAWS

### ARTICLE 1: Governing Authority and General Membership

#### Section 1: Definitions

##### a. Purpose Clause

Carter County Drug Prevention is organized exclusively for charitable purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. No part of the net earnings of Carter County Drug Prevention shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Carter County Drug Prevention is not organized and shall not be operated for the private gain of any person. The property of the corporation is irrevocably dedicated to its **educational** purposes. No part of the receipts, or net earnings of the corporation shall inure to the benefit of, or be distributed to any individual. The corporation may, however, pay reasonable compensation for services rendered, and make other payments and distributions consistent with these Articles.”

- b. The governing body of Carter County Drug Prevention shall be known as its Steering Committee until the time in which 501c3 status is established and then will be referred to as Board of Directors. Throughout this document, the governing authority shall be referred to as governing authority to encompass either name. The CCDP Governing Authority shall have authority to do all things necessary and proper to operate and lead the organization. Additionally, the governing authority shall be the final authority in interpreting any CCDP contracts or official documents.
- c. Membership in the Carter County Drug Prevention Coalition (general coalition) is open to any person representing an organization, business, agency, or any individual who supports the coalition's mission and purpose. Members will participate in determining the direction of the coalition, serve as a liaison to the member's organization and community sector, promote common interest in prevention and harm reduction as it relates to substance abuse, participate in community prevention activities and events sponsored by the coalition and attend Carter County Collaborative meetings regularly.

## **Section 2: Composition**

- a. The CCDP Governing Authority will be voted in by the general membership. At least five representatives must live and/or work in Carter County. All members who have been an active part of CCDP for at least one year are eligible for election to the CCDP Governing Authority.
- b. For both the community collaborative and governing authority, diversity in sector representation is desired. These sectors include but are not limited to the following: Addiction Treatment Agencies, Faith-based Organizations, Law Enforcement, City or County or Juvenile Courts, Local government, Educators, Corporations, Local and Small Business, Health Care Providers, Social Service Agencies, Concerned Citizens, parents, child and youth advocates of Carter County, Media and Youth. General coalition may be made up of as many of these and other sectors who are willing to serve as part of the coalition.

## **Section 3: Officers of the CCDP Governing Authority**

- a. The CCDP Governing Authority shall be the governing body of Carter County Drug Prevention and have supervisory and administrative authority over coalition staff.
- b. The CCDP Governing Authority shall carry out policies and shall lead and execute the objectives, oversee contract requirements and deliverables, and liaison with the coalition's fiscal agent for accountability of funds.
- c. The CCDP Governing Authority is authorized to present recommendations to the general membership for internal policies and procedures as may be deemed advisable and is responsible for ensuring coalition contracts and memorandums of agreement are followed.
- d. The CCDP Governing Authority of Carter County Drug Prevention Coalition shall include at least seven, but no more than nine members. Five standing officers will be:
  - i. Chair
  - ii. Vice-Chair

- iii. Treasurer
- iv. Secretary
- v. Youth Representative
- vi. Others may be elected as needed

#### **Section 4: Roles of Officers**

- a. The Chair shall:
  - i. suggest actions which may promote the welfare and increase the usefulness of the Coalition
  - ii. communicate with CCDP Governing Authority and Coalition members between meeting times on pertinent information
  - iii. represent the Coalition at public and/or media events or designate an appropriate individual
  - iv. represent the CCDP Governing Authority for oversight of the coalition staff
  - v. provide oversight for execution of any binding contract
  - vi. moderate all meetings in an orderly fashion
  - vii. sign, with the Secretary or any other proper officer thereunto authorized by the governing authority, any deeds, mortgages, bonds, contracts, or other instruments which the governing authority has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the governing authority or the bylaws to some other officer or agent of CCDP or shall be required by law or policy to be otherwise signed or executed
  - viii. If grievances arise, the following guidelines are used:
    - 1. All employee grievances should be brought to the attention of the Director in the hope that communication between employee and supervisor will resolve the dispute. This is the case also for non-employees or contractors.
    - 2. If the person feels that the dispute was not resolved properly, the employee may present a written complaint to the Chair of the governing body. The written complaint shall include the following information:
      - a. Description of the complaint
      - b. Date of the occurrence
      - c. Attempts made to resolve the grievance
      - d. The relief requested
    - 3. Upon receipt the Chair of the governing body will review the facts related to the dispute with the governing body and will respond within five working days.
    - 4. If the complaint is against the Director, the same process is followed with the grievance going to the governing body.
  - ix. perform such other duties as are necessary to the office of Chair
  - x. perform such other duties as are necessary to the office of Chair
- b. The *Governing Authority* Secretary shall:
  - i. keep minutes of all meetings

- ii. ensure minutes are printed and stored in coalition “meeting minutes binder” or other system of storing for historical purpose
  - iii. be custodian of Coalition’s policies, procedures, reports, and records as are necessary for the office or as may be requested by contract
  - iv. when leaving office, will provide all records in custody to the next secretary elect.
  - v. see that minutes are publicized for membership as dictated in notification section of bylaws
  - vi. see that all notices are duly given in accordance with the notification section of bylaws or as required by law
  - vii. in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the governing authority
- c. The *Coalition* Secretary shall:
- i. Send meeting reminder to members two weeks in advance of the meeting including deadlines for and
    - 1. reminder to provide updates via event and activity form: <https://forms.gle/8gvrC6i3qhnAgVS8A>
    - 2. reminder to provide updates via committee progress form: <https://docs.google.com/forms/d/1lpwSuL88LlqHRn4Ku28VKjixOczLP3xgai9PV-iDI0Y/edit?usp=sharing>
  - ii. Prepare agenda for meeting including:
    - 1. Compilation of event & activity forms
    - 2. Compilation of committee progress updates
  - iii. Share meeting agenda with partners during the week prior to the meeting.
  - iv. Collect meeting minutes during the meeting and upload to shared drive or other system of storing for historical purpose **within one week** of meeting: <https://drive.google.com/drive/folders/19ogQk1HE0c-AYSgNRCmAmtlUodULxo7o?usp=sharing>
  - v. When leaving office, will provide all records in custody to the next secretary elect.
  - vi. Communicate pertinent information with members between meeting times as needed.
- d. The Treasurer shall:
- i. be liaison to fiscal agent and/or funders for funding accountability
  - ii. work in tandem with Coalition staff and/or fiscal agent to ensure adequate funds for coalition activities and obligations
  - iii. submit quarterly financial report to governing authority
  - iv. have charge and custody of and be responsible for all funds and securities of CCDP
  - v. be able to receive and give receipt for monies provided to CCDP and deposit such monies in the name of CCDP in such banks, trust companies or other depositories as shall be selected by the governing authority
  - vi. file any tax documents with the state
  - vii. ensure that all accounts under CCDP have at least two names listed.

- viii. ensure staff or committees under CCDP understand financial policies and procedures and the need to be able to produce receipts or documentation of any monies they have come in contact with- whether incoming or outgoing- at any time of the Treasurer's request.
  - ix. address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing in compliance with coalition's whistleblower policy. The Compliance Officer shall immediately notify the governing authority of any such complaint and work with them until the matter is successfully resolved.
  - x. in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the governing authority.
- e. The Vice Chair shall
- i. coordinate efforts to establish additional membership and linkages to local, state and national organizations
  - ii. be responsible for identifying members with the necessary skills to accomplish the tasks of chartered Working Committees
  - iii. act as Chair in their absence
  - iv. act as Coalition Compliance Officer, who has specific and exclusive responsibility to investigate all reported whistleblower policy violations. For suspected fraud, or when members are not satisfied or uncomfortable with following Carter County Drug Prevention's open-door policy, individuals should contact Carter County Drug Prevention's Compliance Officer directly.
    1. Carter County Drug Prevention's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations, at their discretion. The Compliance Officer has direct access to members of the governing body and is required to report compliance activity at least annually.
    2. Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly false will be considered a serious disciplinary offense.
    3. Violations or suspected violations may be submitted on a confidential basis by the complainant or anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.
    4. The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within ten business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

## **Section 5: Term Limits, Vacancies and Member Standards**

- a. CCDP Governing Authority members serve two year terms. CCDP Governing Authority officers are elected biennially in May at a general meeting of the membership and start new terms effective July 1 of each new term year. Terms shall be staggered so that the term of four or three members shall expire each year. All members of the governing authority can serve consecutive terms as long as they are nominated and elected per policy stated in bylaws.
- b. Any elected governing authority member may be removed by Carter County Drug Prevention members with a majority of the members present at a meeting or by a majority vote of the governing authority whenever, in its judgment, the best interests of CCDP will be served thereby. Offenses such as revealing information from closed board sessions to non-board members, acting in a way that negatively impacts the reputation of CCDP or any offense the coalition finds to be serious should instigate removal of the member from the coalition and any other CCDP leadership position.
- c. A vacancy in the governing authority caused by death, resignation or removal of a governing authority member shall be filled by a qualified elected alternate to serve the unexpired term (not necessarily position) of the governing authority member who has vacated their position. New members will be assigned offices by the remaining board members.
- d. By submitting an application for membership to CCDP, members agree to abide by all standards and policies of CCDP as established by the governing authority. Members shall refrain from engaging in any activity that may bring reproach on CCDP. Members are expected to conduct themselves in a professional and courteous manner at all times. In those rare instances of a preserved lapse in decorum a written complaint may be made to the CCDP Governing Authority regarding member misconduct. The accused member will be advised of the complaint and will be given a reasonable opportunity for rebuttal. CCDP governing authority shall review and discuss complaints received and if any action is required. Should action be required, processes for removal or remediation will be discussed with the offending member by the Chair of the governing authority. Membership in CCDP general coalition is voluntary and any member may resign at any time by simply no longer attending meetings and events.
- e. All books and records of Carter County Drug Prevention may be inspected by any member. Requests must be made to and approved by the CCDP Governing Authority.
- f. The names, email addresses and phone numbers of each member will be maintained by the Carter County Drug Prevention staff

## **Section 6: Regular Membership and Executive Committee Meetings**

- a. **Regular Meetings shall be held at times and meeting places established by the Carter County Collaborative executive committee in communication with members and shall be held monthly unless an executive committee vote is taken to postpone a meeting within reason.**

## **Section 6.1: Meeting Notification**

- a. Notice of a meeting will be given at least ten (10) days prior to the scheduled day citing the date, time, and location of the meeting, the last meeting's minutes, and the current agenda when possible and sent electronically. A reminder will be sent by email two to three days prior to the meeting when possible.**
- b. Minutes from each meeting shall be shared with full membership within two (2) weeks of said meeting. Meeting dates, times and locations are subject to change at the discretion of the organization Director or Chair under circumstances outside the collaborative's control.**
- c. Dates and times of Carter County Collaborative Executive Committee meetings shall be shared with general membership upon request.**

## **Section 6.2: Special Meetings**

- a. Any Collaborative Chair may call an emergency meeting, as deemed appropriate, upon three days' notice to the membership, which may be via email or a phone call. Any Collaborative Chair may call such meetings on their own initiative and shall also be obliged to call such meetings when requested to do so by at least two other members of the executive committee.**

## **Section 6.3: Collaborative Committee Meetings**

- a. Members must participate in at least one subcommittee chosen from:
  - A. Committee A: Substance Abuse and Mental Health (including but not limited to alcohol, tobacco, prescription drugs, ACEs and trauma awareness, stigma reduction, etc.),**
  - B. Committee B: Community Action & Awareness (planning, implementing and sharing after school programs, community gardens, litter pick-ups, Christmas and winter need drives, etc.)**
  - C. Committee C: Community Assessment (Community Health Assessment, Data Collection, establishing need for additional subcommittees, etc.)****

**These committees may not always meet, but will need to be maintained throughout the life of the collaboration.**

- c. Dissolution of Committees: Committees shall be discharged by the collaborative Chair when their work has been completed and their reports have been presented as information to the full board, or, when in the opinion of the Executive Committee, it is deemed wise to discontinue the committee.**

## **Section 6.4: Quorum**

**a. Quorum at any meeting of the general membership is recognized as those members present when the meeting began.**

**b. Quorum for any governing authority meeting shall be five no matter the number of governing authority members as long as bylaws state 7-9 as the required number of members.**

### **Section 6.5: Decision-making processes**

**a. A consensus based decision-making process shall be used in lieu of a formal parliamentary procedure in both general collaborative and governing authority meetings in which decision making or action steps are required except for in the case of governing authority elections.**

**b. The NASCO Fist to Five method will be used for voting procedures. Fist to Five is quality voting. It has the elements of consensus built in and can prepare groups to transition into consensus if they wish. Most people are accustomed to the simplicity of "yes" and "no" voting rather than the complex and more community-oriented consensus method of decision making. Fist to Five introduces the element of the quality of the "yes." A fist is a "no" and any number of fingers is a "yes," with an indication of how good a "yes" it is. This moves a group away from quantity voting to quality voting, which is considerably more informative. Fist to Five can also be used during consensus decision making as a way to check the "sense of the group," or to check the quality of the consensus.**

**c. Fist to Five is accomplished by raising hands as in voting, with the number of fingers raised that indicates level of agreement. • A fist means, "I vote NO." or in consensus it means, "I object and will block consensus (usually on moral grounds)." • 1 finger means, "I'll just barely go along." or, "I don't like this but it's not quite a no." or, "I think there is lots more work to do on this proposal." In consensus this indicates standing aside, or not being in agreement but not blocking the consensus. • 2 fingers means "I don't much like this but I'll go along." • 3 fingers means, "I'm in the middle somewhere. Like some of it, but not all." • 4 fingers means, "This is fine." • 5 fingers means, "I like this a lot, I think it's the best possible decision."**

**d. To pass, a motion must receive at least half of the collaborative members present's votes as fours or fives.**

**e. Each Executive Committee member shall possess one (1) vote in matters coming before the executive committee. A quorum of members must be present in person, via conference call, or electronic communication for the transaction of collaborative business. The NASCO Fist to Five method outlined above will used for all voting procedures**

### **Section 6.6: Weather Cancellation Policy**



**a. Carter County Collaborative in-person meetings will be cancelled if the *Elizabethton City School System* is closed due to inclement weather. Rescheduled meeting notifications will be sent to the membership via email. Virtual meetings will not be impacted by school schedule changes.**

#### Section 6.7 Regular Meetings of the governing authority

- a. Regular Meetings of the governing authority shall be held at times and meeting places established by the governing authority and shall be held at least quarterly unless a board vote is taken to postpone a meeting within reason. All regular board meetings shall be open to members of CCDP. Dates and times shall be shared with CCDP general membership via electronic means upon request. Special meetings of the governing authority may be held upon three days' notice to board members. The Chair of the governing authority or Coalition Director may call such meetings on his own initiative and shall also be obliged to call such meetings when requested to do so by at least two other members of the governing authority.

#### **6.8 Powers and Delegation of Authority**

- a. Carter County Drug Prevention shall have all of the statutory powers enumerated for non-profit corporations under the laws of the state of Tennessee.

The governing authority may delegate to one or more of its members or to any of its officers, agents or employees, or to any of its committees such powers and duties in writing as it may deem appropriate and proper. In the absence of such delegation, either generally or specifically, no member of the governing authority shall have authority to act for the governing authority.

Each member of the governing authority shall have status coequal with that of each other member, and each member present shall have the right to one vote on any and all questions coming before the governing authority.

#### **Article 2: Adoption and Amendment of Bylaws and Addendums**

These bylaws shall be adopted and thereafter amended only by a majority vote of the CCDP Governing Authority. Any changes to the bylaws shall be submitted in writing to both governing authority and general coalition members.

Addendums can be created, deleted, or modified any time by the CCDP Governing Authority with a majority vote. Modifying or creating addendums can be delegated, but the committee must approve all such actions. Section 7 is irrevocable and is not subject to amendment except as necessary to designate the name of the transferee qualifying under the income tax laws of the state.

### **Article 3: Dissolution Clause**

Upon termination or dissolution of the Carter County Drug Prevention, The organization to receive the assets of the Carter County Drug Prevention hereunder shall be selected by the discretion of a majority of the managing body of the Carter County Drug Prevention and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the Carter County Drug Prevention by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of Tennessee to be added to the general fund.

This provision of the bylaws is irrevocable and is not subject to amendment except as necessary to designate the name of the transferee qualifying under the income tax laws of the state.

### **Article 4: Director and Officer Indemnification**

The corporation shall indemnify any and all of its officers, members of the governing authority, or former officers or members, or any person who may have served at its request or by its election as a member or officer of the corporation, against expenses actually and necessarily incurred by them in connection with the defense or settlement of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been members or officers of the corporation, except in relation to matters as to which any such member or officer or former director or officer or person shall be adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability. The indemnification provided hereby shall not be deemed exclusive of any other right to which anyone seeking indemnification hereunder may be entitled under any by-law, agreement, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

The corporation may purchase and maintain insurance on the behalf of any member, officer, agent, employee or former member or officer or other person, against any liability asserted against them and incurred by him to the extent that the corporation would have the power to indemnify him against such liability under the provisions of this Article and the law of the state.

### **Article 5: Conflict of Interest**

No employee or Board member of Carter County Drug Prevention shall, during his/her term of employment or office enter into any relationship with any party involved directly or indirectly in Carter County Drug Prevention business in such a way that a conflict would arise between the employee or Board member's interests and the duties and policies of Carter County Drug Prevention. If a conflict or potential conflict should arise, it is the responsibility of the employee or Board member to notify the Director immediately. Employees and Board members should avoid any action which might result in or create the appearance of:

1. Using Carter County Drug Prevention employment/office for private gain
2. Giving preferential treatment to any person
3. Impeding Carter County Drug Prevention efficiency or economy
4. Losing impartiality
5. Making a business decision outside of official lines of authority; or
6. Affecting adversely the confidence of the public in the integrity of Carter County Drug Prevention

Employees desiring to enter into compensated employment in addition to their Carter County Drug Prevention employment are required to notify the Director of their intent and provide sufficient details of the intended employment so as to enable the Director to determine if a conflict of interest would exist. The Director will then issue his/her directive as to whether such additional employment is allowable. Employees who engage in additional employment without the Director's approval may be subject to disciplinary action.

Employees and Board members who knowingly conduct any activity or relationship that constitutes a conflict of interest or fail to report an inadvertent or uncertain possibility of a conflict of interest will be subject to disciplinary action, including dismissal (see Appendix B).

### **Example Conflicts of Interest**

#### **1. Gifts, Entertainment and Favors.**

If an employee or director solicits or accepts, directly or indirectly, any gift, gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee or any other item of monetary value from any person or entity that:

- a. Has, or is seeking to obtain, contractual or other business or financial relations with the Carter County Drug Prevention
- b. Has an interest that may be substantially affected by the performance or nonperformance of the employee or director's official duties.

#### **Exceptions to the above include the following:**

- a. A gift given by a family member of the employee or director's immediate family or by an individual if the gift is given for a non-business purpose and is motivated by a close personal friendship and not by the position of the employee or director;
- b. Informational materials, i.e., books, articles, periodicals, audiotapes, videotapes, and/or other forms of communication;

- c. Sample merchandise, promotional items, and appreciation tokens, if routinely given to customers, suppliers or potential customers or suppliers or potential customers or suppliers in the ordinary course of business
- d. Unsolicited tokens, awards of appreciation, and/or bona fide awards in recognition of public service in the form of a plaque, trophy, desk item, wall memento, provided such items cannot be readily converted to cash;
- e. Food, refreshments, entertainment or beverages as a part of a meal or other event;
- f. Food, refreshments, meals, beverages and entertainment whereas the employee or director is a speaker or part of a panel discussion at a scheduled meeting of an established or recognized membership organization which has regular meetings;

**2. Financial Interests**

- a. An employee will not participate in a vote by the Board where his or her compensation is being voted on.
- b. An employee or director shall declare any benefit, directly or indirectly, from any contractual arrangements between Carter County Drug Prevention and another Agency, unless the board has been notified and informed of the relationship and the exact benefit.
- c. In recognition of the separate careers of husbands and wives, the normal employment compensation of a spouse who is employed by Carter County Drug Prevention shall not be considered a benefit without any participation, assistances or influence by the employee; to the employee, provided employment was granted.
- d. If an employee or director has a direct or indirect financial interest that conflicts substantially, or has the appearance thereof, with such employee or director's job duties/responsibilities. Indirect financial interest in this case includes a substantial interest on the part of a parent, spouse, or minor child of the employee.

**3. Use of Information. No employee or director shall directly or indirectly:**

- a. Use, disclose or allow the use of information obtained through such employee or director's employment/office that is not otherwise public, for the purpose of furthering the private interest or personal profit of any person, including the employee or director; or
- b. Engage in a financial transaction as a primary result of information obtained through the employee or director's employment or office.

**4. Use of Carter County Drug Prevention Property:**

No employee or director shall use Carter County Drug Prevention facilities, equipment, personnel, or supplies for private use or gain except to the extent the use is incidental or de minimus or is lawfully available to the general public or in the course of meeting objectives related to goals or outcomes of grants or other funded requirements. Please refer to social media policy for additional guidance.

**Procedures for Addressing a Conflict of Interest**

**1. Right to appeal to the Board.** If the employee or director disagrees with the Director's ruling on a possible conflict of interest, or if the Director is the employee

affected, the employee or director may make a presentation to the Board. The employee or director must then withdraw while the Board determines whether or not a conflict of interest exists.

**2. Violations of the Conflicts of Interest Policy.** If the Board determines that a Conflict of Interest does exist, the Board will then take appropriate disciplinary and corrective action up to and including dismissal.

**3. Record of Proceedings.** Minutes of Conflict of Interest Proceedings shall include: the name(s) of person(s) who disclosed or otherwise were found to have a possible conflict of interest, the nature of the possible conflict of interest, the names of all board members who were present for discussions and votes, the content of the discussion, a record of any votes taken, and a description of prescribed actions or resolutions.

### **Article 6: Whistleblower Policy**

Carter County Drug Prevention requires Directors, members of the governing authority and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Carter County Drug Prevention, honesty and integrity must be practiced in fulfilling all responsibilities, while assuring compliance with all applicable laws and regulations.

It is the responsibility of all staff or member of the coalition's governing authority to comply with the policies and procedures and to report violations or suspected violations in accordance with this Whistleblower Policy. No staff or member of the coalition's governing authority who in good faith reports a violation of policies and procedures shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Carter County Drug Prevention prior to seeking outside resolution.

Carter County Drug Prevention maintains an open-door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's immediate supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with someone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations to Carter County Drug Prevention's Compliance Officer (Governing Authority Vice-Chair), who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following Carter County Drug Prevention's open-door policy, individuals should contact Carter County Drug Prevention's Compliance Officer directly.

Carter County Drug Prevention's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations, at their

discretion. The Compliance Officer has direct access to members of the governing authority and is required to report compliance activity at least annually.

The Treasurer of the governing authority shall address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The Compliance Officer shall immediately notify the audit committee of any such complaint and work with the committee until the matter is successfully resolved.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly false will be considered a serious disciplinary offense.

Violations or suspected violations may be submitted on a confidential basis by the complainant or anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within ten business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Additionally, Carter County Drug Prevention prohibits taking negative action against any associate for reporting a possible deviation from social media policies or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.