

BYLAWS OF TOBACCO FREE CLAY

ARTICLE I MISSION

The mission of the Tobacco Free Clay is to involve youth and adults in community tobacco prevention and control activities. We will also strive to reduce community exposure to tobacco and protect our youth from the persistent influence of the tobacco industry.

ARTICLE II GOAL

Our primary goal is to sustain the local Partnership with youth-based activities to achieve community change to create a tobacco-free Florida. Objectives to accomplish this goal include the following: reducing acceptability and accessibility of tobacco by youth, and implementing a comprehensive tobacco prevention and education program with youth involvement.

ARTICLE III NAME AND CHARTER

1. The name of this community collaboration shall be Tobacco Free Clay.
2. Tobacco Free Clay was chartered in 2008 as a deliverable requirement of the Florida Department of Health Tobacco Prevention Grant for funding years 2008-2012.
3. The contract manager of Tobacco Free Clay is whatever entity is awarded the Florida Department of Health Tobacco Prevention Grant for each funding year.
4. Tobacco Free Clay is recognized as a documented Reporting Committee.

ARTICLE IV MEMBERSHIP

Section A. COMPOSITION OF MEMBERSHIP

Membership of the Tobacco Free Clay shall consist of interested organizations, associations, agencies, and individuals who support the purpose of the Tobacco-Free Clay. A Youth Advisory Board that shall be known as the Students Working Against Tobacco, or SWAT Team, comprising at least 25% of the membership, will actively participate in the partnership through workgroups and committees. SWAT will assist in the evaluation and implementation of all activities.

Section B. QUALIFICATIONS FOR MEMBERSHIP

1. In order to become a voting member of the Partnership, a person must do the following:
 - a. Fill out a membership form.
 - b. Sign a conflict of interest statement annually (see Section H and Attachment A).
 - c. Have attended at least one previous Partnership meeting.
2. Any SWAT member who attends a Partnership meeting is considered a full member of the Partnership with voting rights provided he or she has attended two SWAT meetings and has been deemed a member of the Clay County SWAT Chapter.

3. No dues or fees shall be charged to any member.
4. A Tobacco Free Clay member may be removed upon the recommendation of the Executive Committee and/or approval by a majority of Tobacco Free Clay.

Section C. VOTING

1. Action may be taken on issues and motions by a majority vote of the membership present at a properly called meeting. Proxy votes are not allowed.
2. Each SWAT member who meets the criteria of Article III, Section B, Number 2, is a voting member of the Partnership.
3. A specific community organization with more than one representative at a meeting will be limited to two votes.
4. If the voting member, a member of that person's family or an organization with which that member is affiliated could benefit from an issue or motion, that member must abstain from voting.

Section D. OFFICERS

1. A nominating committee will present a slate of nominees for Chair, Vice Chair Secretary and SWAT Student Representative annually. The slate must be distributed to the membership at least 5 days prior to the September meeting. This slate, together with nominations from the floor (if any), will be voted on at by September 30th.
2. Officers shall include a Chair, a Vice Chair, Secretary and a SWAT Student Representative of the Tobacco-Free Clay Partnership. The Partnership members will elect a Chair, a Vice Chair, Secretary and a SWAT Student Representative who will serve a one-year term to commence immediately following the elections with a limit of two consecutive years in the same office. The Vice Chair is expected to serve as Chair after one year in office. Unexpected vacancies will be filled by appointment of the Executive Committee.

Section E. EXECUTIVE COMMITTEE

1. The Executive Committee of Tobacco Free Clay shall consist of the Partnership officers, SWAT Student Representative, and a member-at-large appointed by the Chair.
2. The duties of the Executive Committee will be to review the activities of the Partnership and to provide input into the expenditure of funds for SWAT Team activities, partnership training, and travel.
3. The Executive Committee will meet as needed. Electronic means may be used in lieu of physical presence.
4. The Executive Committee shall have the power and authority to fill any committee vacancy.
5. The Executive Committee will establish regular meetings of the Executive Committee and will determine the General meeting agenda, review Workgroup/Committee reports, review SWAT team reports/activities, and discuss items of business to come before Tobacco Free Clay.
6. Minutes of all Executive Committee meetings will be taken and distributed to Committee Members before or at the next meeting of the Executive Committee. Meeting minutes will be made available to Tobacco Free Clay members at the General meetings.
7. Ex-officio or At-Large members may be added to the Executive Committee at the discretion of the Executive Committee.

Section F. STAFF

The staff will include Clay County Health Department Tobacco Prevention Staff. The purpose of the staff is to manage and coordinate the project activities of the partnership.

Section G. RESPONSIBILITIES OF MEMBERSHIP

1. Members will be expected to work toward the goals, objectives, and principles of Tobacco Free Clay.
2. All statements issued by members speaking on behalf of the Partnership must have approval of the Executive Committee and shall not be used to promote one organization or individual.
3. Members will be expected to attend Partnership meetings or send an appropriate representative. Failure to attend at least two meetings in a 12-month period will void membership.

Section H. CONFLICT OF INTEREST

All members of the Partnership and any committee established by the Partnership shall declare any and all conflicts of interest and refrain from voting on any issue in which such conflicts of interest may exist. Conflicts of interest are defined as those matters in which the individual member has an indirect or direct financial interest, or other interests that create a benefit to the member personally, to the organization that the member represents, or to the organization with which the member is affiliated.

Examples of such conflicts include but are not limited to:

- A Partnership representative's personal business or employer provides goods or services to the Partnership.
- A friend or relative of a Partnership representative provides goods or services to the Partnership.
- A Partnership representative receives a referral fee, commission, preferential discount, gift, or other consideration, for referring business to the Partnership.
- A Partnership representative uses his/her relationship with the Partnership to receive a personal financial benefit or discount from a vendor.

Conflicts of interest are not necessarily improper, and in some cases, may save the partnership money or improve the quality of service which the Partnership receives. However, undisclosed conflicts of interest or misuse of a relationship could be embarrassing or damaging to the Partnership or the board member.

To prevent embarrassment or damage to the Partnership from conflicts of interest, the following standards apply:

- Each officer, Partnership member, or staff member shall sign a conflict of interest statement (see Attachment A) at the time he/she is elected or employed, disclosing his/her financial interest in businesses or organizations, which deal with the Partnership. Direct and indirect conflicts of interest and potential conflicts

should be reported. Signing the conflict of interest statement is a condition of being a voting member of the Partnership.

- Conflicts listed in these statements shall be disclosed to the Partnership.
- No officer, Partnership member, or staff member may participate in discussion or debate or vote on any matter involving a conflict for that staff member or Partnership member.

ARTICLE V WORKGROUPS/SUBCOMMITTEES

Workgroups/Subcommittees shall be established, as needed, to reflect priority areas that may include, but not necessarily be limited to minority, nominating and by-laws.

The Chair of Tobacco Free Clay, with the approval of the Executive Committee, has the authority to establish Workgroup/Committees and appoint a Chair as deemed necessary.

ARTICLE VI FINANCES

Clay County Health Department will serve as fiscal agent for disbursement of funds and as contract manager and employer of Partnership Staff through the Department of Health, Division of Health Awareness and Tobacco.

ARTICLE VII MEETINGS

Section A. FREQUENCY

1. Regular meetings of Tobacco Free Clay will be scheduled quarterly or on an as needed basis at times that are conducive to attendance by youth.
2. Meetings will be conducted by the Chair, or, in his/her absence, by the Vice-Chair. Workgroups/Committees will meet as needed in order to accomplish their goals. Electronic means may be used in lieu of physical presence.
3. All meetings are free of charge and open to the public.

Section B. HEARING PROPOSALS FROM INDIVIDUALS OR GROUPS

The agenda for each meeting of the Partnership shall be determined by the Staff and the Executive Committee of the Partnership with input from Partnership members. Parties interested in getting on the meeting agenda will be required to submit a written outline or summary of issues to the staffing agency with a recommendation or request for inclusion on the agenda no later than two weeks before the next meeting of the Partnership. All business that may come before the Partnership will be addressed according to procedures established in Robert's Rules of Order. Meetings of the Partnership shall be open to the public.

Section C. MINUTES

Minutes shall be the responsibility of the Secretary of the Tobacco Free Clay. The staff will assist the secretary with editing and distribution of the minutes.

ARTICLE VIII DECISION MAKING

The Executive Committee, in cooperation with the CCHD Staff, will give input for the annual Community-based Tobacco Prevention and Control Interventions work plan based on recommendations of the Partnership.

Activities funded by Department of Health funds will utilize State of Florida Purchasing guidelines and the Tobacco Prevention Purchasing Agreement between the State of Florida Division of Financial Services and the Division of Health Access and Tobacco.

ARTICLE IX AMENDING THE BYLAWS

Section A. These bylaws may be amended at any meeting provided any changes have been distributed to the membership at least fourteen days in advance of voting. Adoption will take place by a simple majority of those members present.

Section B. Bylaws shall be reviewed annually by a committee appointed by the Chair of Tobacco Free Clay.

TOBACCO FREE CLAY

CONFLICT OF INTEREST STATEMENT

All members of the Partnership shall declare any and all conflicts of interest and refrain from voting on any issue in which such conflicts of interest may exist. Conflicts of interest are defined as those matters in which the individual member has an indirect or direct financial interest, or other interests, which create a benefit to the member personally, to the organization that the member represents, or to the organization with which the member is affiliated.

Each officer, Partnership member, or staff member shall sign a conflict of interest statement at the time he/she is elected or employed, disclosing his/her financial interest in businesses or organizations which deal with the Partnership. Direct or indirect conflicts of interest and potential conflicts should be reported.

Conflicts listed in these statements shall be disclosed to the Partnership. Partnership member or agency shall abstain from voting on all items that could result in a direct or indirect financial benefit to the member, and/or his or her business and /or employer and/or affiliated agency.

I hereby agree to abide by the above statement.

(Signature)

(Date)

(Agency or affiliation)

Examples of conflicts of interest include, but are not limited to:

- A Partnership representative's personal business or employer provides goods or services to the Partnership.
- A relative of a Partnership representative provides goods or services to the Partnership.
- A Partnership representative receives a referral fee, commission, preferential discount, gift or other valuable consideration from a vendor, paid promoter, fund raising event, sponsor, employer, or an other party referring business to the Partnership.
- A Partnership representative uses his/her relationship with the Partnership to receive a personal or financial benefit or discount from a vendor.
- Conflicts of interest are not necessarily improper and, in some cases, may save the Partnership money or improve the quality of service with which the Partnership receives. However, undisclosed conflicts of interest or misuse of a relationship could be embarrassing or damaging to the Partnership or the Partnership member.